## City of Grand Island



## Tuesday, August 25, 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, August 25, 2020 Council Session

## Item E-1

Public Hearing on Amendment to the Redevelopment Plan for CRA No. 25 located at 6060 W. Old Potash Highway (J & L Westward Enterprises)

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

**Staff Contact: Chad Nabity** 

## **Council Agenda Memo**

From: Chad Nabity, AICP

Meeting: August 25, 2020

**Subject:** Site Specific Redevelopment Plan for CRA Area #25

**Presenter(s):** Chad Nabity, AICP CRA Director

## **Background**

In 2017, the Grand Island City Council declared property referred to as CRA Area #25 as blighted and substandard. The enclose redevelopment plan proposes to authorize the use of Tax Increment Financing (TIF) for the acquisition of property and redevelopment of property within this redevelopment area.

J & L Westward Enterprises LLC, owns property in this area and is proposing to develop within the area and has submitted a site specific redevelopment plan that would provide for acquisition of this property for relocation and expansion of Webb Cutting Tools, a Grand Island Company at the Cornhusker Army Ammunition Plant, a formerly used defense site outside of Grand Island, Nebraska but within Hall County, Nebraska.

The CRA reviewed the proposed development plan on July 8, 2020 and forwarded it to the Hall County Regional Planning Commission for recommendation at its meeting on August 5, 2020. The CRA also sent notification to the City Clerk of its intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on August 5, 2020. The Planning Commission approved Resolution 2020-08 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island. The CRA approved and forwarded the redevelopment plan along with the recommendation of the planning commission to the City Council for consideration at its meeting on August 12, 2020.

## **Discussion**

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

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #25 and authorizes the CRA to execute a contract for TIF based on the redevelopment plan. The redevelopment plan specifies that the TIF will be used to offset allowed costs for acquisition of property. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for an eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. Eligible expenses are estimated at over \$360,000 for identified expenses eligible for tax increment financing associated with the proposed redevelopment plan. The bond for this project will be issued for a period of 15 years and will end upon final payment of the bond principal and any associated interest. The proposed bond for this project will be issued for the expected TIF proceeds for the 15 year period of \$359,625.

## **Alternatives**

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

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

## Recommendation

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

## **Sample Motion**

Move to approve the resolution as submitted.



# BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

## **Project Redeveloper Information**

Business Name: J & L Westward Enterprises, LLC

Address: 3104 Bison Ct, Grand Island, NE 68803

Telephone No.: 308-381-7090 Fax No.: 308-398-1966

Email: john@sickleservice.com

Contact: John Webb

Brief Description of Applicant's Business: J & L Westward Enterprises, LLC owns the real estate leased by Webb Cutting Components, a Grand Island, NE based world-class supplier manufacturing stamped and heat-treated systems, assemblies, and components used for plant and grain harvesting.

Legal Description/Address of Proposed Project: See attached legal description 6060 W Old Potash

Community Redevelopment Area Number

25

Present Ownership Proposed Project Site: The 10 acres for the project were part of the SPPD land holdings at the Ordinance Plant.

Is purchase of the site contingent on Tax Increment Financing Approval? No

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

Form Updated 7-25-2019cn

Page | 1

	engineering, drainage, land improvements in property into a commercial manufacturing fa	
	addition, \$900,000 of manufacturing equipment	nent will be added to the facility.
⊃ro	operty is to be Subdivided, Show Division Plan	nned:
	Estimated Project Costs:	
	Acquisition Costs:	
	A. Land	\$ 108,000 (TE)
	B. Building	\$
	Construction Costs:	
	A. Renovation or Building Costs:	\$ 1,637,086
	B. On-Site Improvements:	
	Sewer	\$
	Water	\$
	Electric	\$
	Gas	\$
	Public Streets/Sidewalks	\$ 16,292 (TE)
	Private Streets	\$ 95,081 (TE)
	Trails	\$
	Grading/Dirtwork/Fill	\$ 52,700 (TE)
	Demolition	\$
	Other	\$ 39,349
		\$ 203,422

So	<u>ft Costs:</u>	
A.	Architectural & Engineering Fees:	\$ 79,375 (TE)
B.	Financing Fees:	\$
C.	Legal	\$ 10,000 (TE)
D.	Developer Fees:	\$ 2,500
E.	Audit Fees	\$
F.	Contingency Reserves:	\$
G.	Other (Please Specify) City Fees	\$ 2,100 (TE)
	TOTAL	\$ 2,042,483
(TE = TIF	eligible expenses)	
Total Esti	nated Market Value at Completion:	\$ 1,728,937
Source fo	r Estimated Market ValueKristi Wold, Hall County A	ssessor
Source of	Financing:	
A.	Developer Equity:	\$ 250,000
B.	Commercial Bank Loan:	\$ 1,432,858
C.	Tax Credits:	
	1. N.I.F.A.	\$
	2. Historic Tax Credits	\$
	3. New Market Tax Credits	\$
	4. Opportunity Zone	\$
D.	Industrial Revenue Bonds:	\$
E.	Tax Increment Assistance:	\$ 359,625*
F.	Enhanced Employment Area	\$
G.	Nebraska Housing Trust Fund	\$
H.	Other	\$

<sup>\*</sup>This will permit the developer to borrow \$252,647 at a rate of 5% over 15 years.

Name, Address, Phone & Fax Numbers	of Architect, Engineer and General Co	ntractor:
Architecht - Master Builders Asso	ociates Corp – Ken Fredrick, 602 W 6th	St, PO
Box 433, Doniphan, NE 68837, Pl	hone 402-845-6255, Fax 402-845-625	6
Electrical Engineer – PE Group –	Mark Jeffer, 225 N Main Ave, Parker,	SD
57053, Phone 605-297-3647, Fax	605-297-3681	
Mechanical Engineer – Brungardt	Engineering, 214 W 42 <sup>nd</sup> St, Suite B,	Kearney,
NE 68847, Phone 308-236-2166		
General Contractor – John Webb		
Estimated Real Estate Taxes on Project (Please Show Calculations)See Exhibit B	Site Upon Completion of Project:	
Project Construction Schedule: Conting		
Construction Start Date: Spring 2		
Construction Completion Date: F	ali 2020	
If Phased Project:		
	Year%	Complete
	Year %	Complete
XII. Please Attach Construction Pro For	rma (see Exhibit C)	
XIII. Please Attach Annual Income & Ex	pense Pro Forma	
(With Appropriate Schedules) (Se	ee Exhibit D)	

### TAX INCREMENT FINANCING REQUEST INFORMATION

Describe Amount and Purpose for Which Tax Increment Financing is Requested: \$359,625 of tax increment financing (based on a 0% lending rate) is being requested to assist in the construction of a 25,000 square foot manufacturing facility located at the Ordinance Plant in Grand Island, Nebraska. The project involves the construction of a new plant along with concrete work for the foundation as well as all necessary roadways for traffic access to the facility.

The new manufacturing plant is expected to create 6 full-time and 3 part-time jobs paying aggregate wages of approximately \$267,000 plus benefits. All said, the TIF funds will enable the project to be undertaken, resulting in vast improvements to the condition of the current location, the creation of new jobs, and an expanded sales tax base from new customers created by increased traffic flow through the area which should also benefit neighboring businesses.

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

Tax increment financing is an integral and essential component to project completion which is contingent upon receipt of the expected tax increment assistance. Feasibility is dependent on TIF funds that will enable the creation of adequate economics in operating the facility at a competitive rate in the specified area (See also Exhibit E for capitalization rate analysis).

Municipal and Corporate References (if applicable). Please identify all other

Municipalities, and other Corporations the Applicant has been involved with, or
has completed developments in, within the last five (5) years, providing contact
person, telephone and fax numbers for each:

See Exhibit F

Post Office Box 1968

Grand Island, Nebraska 68802-1968

Phone: 308 385-5240

Fax: 308 385-5423

Email: cnabity@grand-island.com

#### EXHIBIT "A"

A tract of land being a part of the Southeast Quarter of the Southeast Quarter (SE1/4SE1/4), Section Seventeen (17), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at a Survey Marker Spike and L.S. Washer at the Southeast Corner of the Southeast Quarter of Section 17 and assuming the South line of said Southeast Quarter as bearing S 89°32'20" W and all bearings contained herein are relative thereto; thence S 89°32'20" W on said South line a distance of 600.00 feet; thence N 00°06'28" E parallel with the East line of said Southeast Quarter a distance of 735.00 feet to a 5/8" rebar w/cap; thence N 89°32'20" E parallel with said South line of the Southeast Quarter a distance of 600.00 feet to the East line of said Southeast Quarter; thence S 00°06'28" W on said East line a distance of 735.00 feet to the Point of Beginning.



## **204 CLAUDE RD**

## GRAND ISLAND, NEBRASKA U.S.A.

PH: 308-381-7090 FAX: 308-398-1966

2.24.20

Hello Kristi,

I am re- submitting key features of proposed new building construction located at 6060 W. Old Potash Hwy for the purpose of generating a property tax estimation.

Site 10.331 Acres

Paving 29,529 sq ft

Rock Drive 74,788 sq ft

Sidewalks/Patios 3,968 sq ft

200 x 125 x 18 metal framed building (25,000 sq ft manufacturing space)

30 x 102 attached metal framed building (3070 sq ft office space, with 700 sq ft break room with kitchen, and 5 three fixture restrooms)

 $25 \times 100 \times 17$  attached metal framed lean too (1250 sq ft enclosed manufacturing space, and 1250 sq ft partially enclosed)

480V 3 phase 2500 amp electrical service

29,320 sq ft geo thermal conditioned air.

High R value bat insulation package

1 floor height truck docks

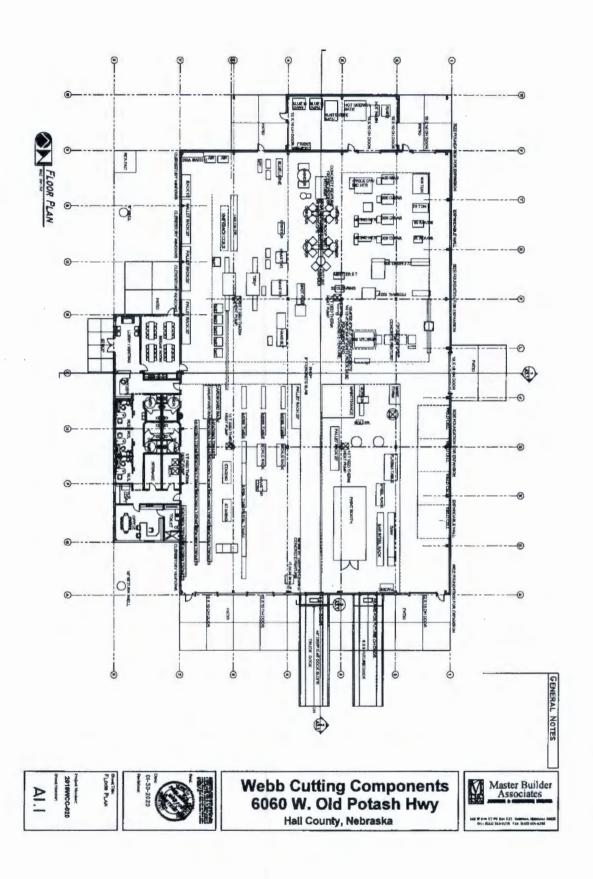
2-8 x 8 OH doors

2-10 x 12 OH doors

1- 12 x 16 OH doors

3- 10 x 10 OH door

1- 18 x 18 OH doors



## J & L Westward Enterprises, LLC

## Tax Increment Financing Request Estimated Real Estate Taxes on Project Site Upon Completion of Project

	Estimated Valuation	2019 Tax Rate*	stimated ax Calc
Estimated valuation after project completion	\$ 1,728,967	1.433023	\$ 24,776
2019 assessed base value on parcel	55,873	1.433023	 801
Estimated excess valuation on TIF project	\$ 1,673,094	1.433023	\$ 23,975
Estimated increase in annual real estate tax			\$ 23,975
Potential TIF assistance at zero percent lending rate			\$ 359,625
Requested TIF assistance (limited to qualified project of	costs)		\$ 517,484
Principal amount of eligible costs	\$ 363,548		
Assumed interest rate	5.0%		
Annual TIF revenue (debt service) Years to collect TIF	34,498.92 15		
Total required to service debt over 15 years	\$ 517,484		

Exhibit B

<sup>\*</sup> Tax rate per \$100 of valuation

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			Deed.				Map Area:	1 - Grand Island NBHD 1	NBHD 1	Checks/Tags:	
			act:				Route:			Lister/Date:	
				3313-17-0-00000-000-0010	000-0010		Tax Dist:	CENTER CAAP 82/3NB GI	82/3NB GI	Review/Date:	
egal: WHA	Legal:WHAT IF - 5 PLEX TOWNHOME	ш	DBA: MLS: 2000				Plat Page: Subdiv:	15 NONE		Entry Status:	
Dist TIF Fund: School Base:	nd: NONE	Neic Gree	Neighborhood: Greenbelt Acres:		8 7	Status: 01 - Improved Use: 03 - Commerc	01 - Improved 03 - Commercial		Location: 03 - Rural City Size: 00 - N/A	3 - Rural 0 - N/A	
(filiated Co	is:	Gre	Greenbelt Loss:		Z	Zoning: 05 - Agricultural	cultural		Lot Size: 0	Lot Size: 07 - 10.01 acres - 20.0 acres	.0 acres
						sions Entered					
460	Sales	December	- stack	Buil	Building Permits		Too	F00000	Values	es	
Daic	T	Bunnoau	Date		1000	200	Land	000000			
							Dwlg				
							Impr	\$1,728,967			
							Exempt				
							Total	\$1,728,967			
Precoi	Precomputed Structure	100			Verticals	8				Plumbing	ng a Ed
Occ. Code	711	Ftg & Fdtn		_			_				
Occ. Descr.	Manufacturing (Light)	Exterior wall				_	_				
Price Code	711	Interior wall		_							
Price Descr.	Manufacturing (Light)	Pilasters Wall facing									
Year Built	2020	Windows									
EFF Age/Yr	1/ 2020						_				
Depr. Table	2				Horizontals	als					
Condition	NML	Basement									
Grade Mult.	1.460	Roof								Adjustments	ants
Phy-Depr.	2	Ceiling								Loading Dock	AVG
Description		Struct. Floor									
Style	Metal - Steel	Floor Cover									
Stories	1										
Grade 1st Fir Wall H	18	HVAC									
Base	25,000	Sprinkler									
Basement	0				Obsolescence	ence					
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# PROJECTED STATEMENTS OF RECEIPTS AND DISBURSEMENTS UNDER HYPOTHETICAL TAX INCREMENT FINANCING SCENARIOS DETAILED IN NOTE A – CASH BASIS

**Twelve Months Ending After Project Completion** 

## **CONTENTS**

INDEPENDENT ACCOUNTANT'S COMPILATION REPORT	2
PROJECTED STATEMENTS OF RECEIPTS AND DISBURSEMENTS UNDER HYPOTHETICAL TAX INCREMENT FINANCING SCENARIOS DETAILED IN NOTE A – CASH BASIS	3
SUMMARY OF SIGNIFICANT PROJECTION ASSUMPTIONS	4



### INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

To Management of J & L Westward Enterprises, LLC Grand Island, NE

Management is responsible for the accompanying projection of J & L Westward Enterprises, LLC, which comprises the projected statements of receipts and disbursements under hypothetical tax increment financing scenarios detailed in Note A – cash basis for the twelve months ending after project completion, and the related summary of significant projection assumptions in accordance with guidelines for the presentation of a projection established by the American Institute of Certified Public Accountants (AICPA). We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not examine or review the projection nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on this projection.

The projected results may not be achieved, as there will usually be differences between the projected and actual results because events and circumstances frequently do not occur as expected, and these differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

Management has elected to omit substantially all disclosures and the summary of significant accounting policies required by the guidelines for presentation of a projection established by the AICPA other than those related to the significant assumptions. If the omitted disclosures and accounting policies were included in the projection, they might influence the user's conclusions about J & L Westward Enterprises, LLC's net cash receipts and disbursements for the projection period. Accordingly, this projection is not designed for those who are not informed about such matters.

The accompanying projection and this report are intended solely for the information and use of J & L Westward Enterprises, LLC and the Grand Island Community Redevelopment Authority, the Grand Island City Council, and certain individuals and organizations involved in the tax increment financing application process, and are not intended to be and should not be used by anyone other than these specified parties.

AMGL, P.C.

Grand Island, Nebraska April 28, 2020

Wealth Management, LLC Registered Investment Advisor, is affiliated with AMGL, P.C. and offers wealth management and investment advisory services.

SHAREHOLDERS:

Robert D. Almquist Phillip D. Maltzahn Marcy J. Luth Heidi A. Ashby Christine R. Shenk Michael E. Hoback Joseph P. Stump Kyle R. Overturf Tracy A. Cannon

1203 W 2nd Street
P.O. Box 1407
Grand Island, NE 68802
P 308-381-1810
F 308-381-4824
EMAIL cpa@gicpas.com

A PROFESSIONAL CORPORATION

## PROJECTED STATEMENTS OF RECEIPTS AND DISBURSEMENTS UNDER HYPOTHETICAL TAX INCREMENT FINANCING SCENARIOS DETAILED IN NOTE A - CASH BASIS

## **Twelve Months Ending After Project Completion**

	With Tax Increment Financing	Without Tax Increment Financing
Projected gross taxable income:		
Rent income	\$ 180,000	\$ 180,000
Tax increment financing (TIF) revenue	23,975	-
	203,975	180,000
Projected tax deductions:		
Interest expense - TIF debt	12,369	-
Interest expense - Non-TIF debt	70,972	83,341
Real estate tax (base valuation)	801	801
Real estate tax (TIF increment)	23,975	23,975
Professional services	2,500	2,500
Depreciation and amortization	55,710	55,710
	166,327	166,327
Projected taxable income	37,648	13,673
Adjustments to arrive at net cash receipts (disbursements):		
Depreciation and amortization	55,710	55,710
Principal debt service - TIF	(11,606)	-
Principal debt service - Non-TIF	(29,544)	(41,150)
Member contribution (distribution):		
Estimated Federal income tax benefit (expense)	(11,144)	(4,047)
Estimated State income tax benefit (expense)	(2,060)	(748)
	1,356	9,765
Net cash receipts	\$ 39,004	\$ 23,438

See summary of significant projection assumtions and independent accountant's compilation report.

### SUMMARY OF SIGNIFICANT PROJECTION ASSUMPTIONS

## **Twelve Months Ending After Project Completion**

#### NOTE A - NATURE AND LIMITATIONS OF PROJECTIONS

The accompanying projection presents, to the best of J & L Westward Enterprises, LLC's knowledge and belief, cash receipts and disbursements for the twelve months ending after project completion to be generated by completion of a manufacturing facility (to be leased to a related entity) located in Grand Island, Nebraska. Stated cash receipts and disbursements are intended to convey results of operations after the anticipated 2020 completion of the project assuming funding of the estimated construction and acquisition costs of \$2,042,483 both with, and in the absence of, tax increment financing assistance. The projection reflects their judgment as of April 28, 2020, the date of this projection, of the expected conditions and their expected course of action. Actual results are likely to differ from the projected results because events and circumstances frequently do not occur as expected. Those differences may be material. The assumptions disclosed herein are those that management believes are significant to the projections. The projected information was prepared for use in a tax increment financing request to the Grand Island Community Redevelopment Authority.

#### NOTE B - BASIS OF ACCOUNTING

The presentations of cash receipts and disbursements for the projection period and the twelve months ending after project completion portray results using the cash basis of accounting. The results of this basis differ from those using generally accepted accounting principles primarily because the cash basis does not recognize assets other than cash and the debt principal outstanding under the tax increment financing or construction or building loan(s).

#### NOTE C - CASH RECEIPTS

J & L Westward Enterprises, LLC is the owner and leaser of the manufacturing facility. Revenue has been determined based on the historical knowledge and experience of the company (and related parties) in the operation of similar facilities in the same community.

The projection includes two scenarios dependent on whether or not the tax increment financing (TIF) request is approved. In the event of TIF approval, J & L Westward Enterprises, LLC will receive additional TIF revenue from the County based on the anticipated increase in the assessed value generated by the proposed project and the additional real estate tax that increase will generate. Both the TIF financing and real estate taxes are subject to the final determination of assessed value.

## SUMMARY OF SIGNIFICANT PROJECTION ASSUMPTIONS, Continued

## **Twelve Months Ending After Project Completion**

## **NOTE D – CASH DISBURSEMENTS**

Interest expense and principal debt service are based on the assumption that with the exception of any TIF financing assistance, the entire construction project will be financed through \$250,000 of capital contributions from the owners with additional debt incurred to cover the remaining anticipated construction and land acquisition costs.

TIF debt is based on an initial \$252,647 principal balance that can be serviced with the anticipated incremental real estate tax generated by the project. The loan is expected to have a 15-year term with scheduled monthly payments of \$1,998 (annual \$23,975) and an interest rate of approximately 5.0%.

The remaining construction and land acquisition costs, not funded through tax increment financing, is expected to be funded with \$250,000 of additional capital contributions and \$1,432,858 bank debt. All remaining non-TIF construction debt will have a 25-year term. All loans will have an annual interest rate of approximately 5.0%. Scenarios contemplating the denial of tax increment financing will assume bank debt replacing TIF financing at the same 15-year term and 5% annual interest rate as the equivalent TIF financing.

Projected real estate tax is expected to equal the current tax (for the 2019 year) plus additional tax generated by applying the current levy rate to the anticipated increase in assessed value to be generated by the construction project.

Projected costs for professional fees are based on the experience of J & L Westward Enterprises, LLC's member. The projection assumes insurance and repair costs will be paid by the manufacturing operating entity (the lessee).

Projected member distributions to cover estimated individual income tax (or contributions to reflect estimated income tax benefits) are based on anticipated taxable pass-through income and the highest marginal Federal and State income tax rates of 37.0% and 6.84% respectively after applying a 20% deduction based on the tax law provisions expected to be in effect during the projection period. Although not a cash expenditure, estimated depreciation has been calculated and included in the projection to arrive at net taxable income used in determining these member distributions. Estimated capitalized costs are depreciated under either the straight line method for 39-year life building components and the straight-line method for 15-year life paving and improvement components and intangible assets.

## J & L Westward Enterprises, LLC

## Tax Increment Financing Application Capitalization Rate Analysis

	With Tax Increment <u>Financing</u>	Without Tax Increment <u>Financing</u>
Projected taxable income (loss)	\$ 37,648	\$ 13,673
Add back:		
Depreciation	55,710	55,710
Interest expense	83,341	83,341
Less: Member distributions for taxes	(13,204)	(4,795)
Net operating income	163,495	147,929
Divided by estimated fair market value	1,728,967	1,728,967
Equals capitalization rate	9.46%	8.56%

Exhibit E

## Site Specific Redevelopment Plan Grand Island CRA Area 25 (CAAP) July 2020

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to approve a Redevelopment Plan for a specific project for Area 25 with in the city, pursuant to the Nebraska Community Development Law (the "Act") and provide for the financing of a specific infrastructure related project in Area 25.

### **Executive Summary:**

### **Project Description**

THE REDEVELOPMENT OF THE PROPERTY (10 ACRES LOCATED IN PART OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION (17) SEVENTEEN, TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA) 6060 W. OLD POTASH HIGHWAY (NORTHWEST CORNER OF 60TH ROAD AND OLD POTASH HIGHWAY) FOR INDUSTRIAL USES, INCLUDING CONSTRUCTION OF A 25,000 SQUARE FOOT BUILDING FOR EXPANSION OF THE J&L WESTWARD ENTERPRISES, LLC SICKLE SHARPENING BUSINESS

The use of Tax Increment Financing to aid in development expenses associated with redevelopment of the property located at 6060 W. Old Potash Highway. The proposed plans would include the development of a 25,000 square foot building and associated private streets and parking to accommodate the business. The use of Tax Increment Financing is an integral part of the development plan and necessary to make this project affordable. The use of this property for industrial non-residential uses is consistent with the Cornhusker Army Ammunition Plant (CAAP) reuse plan as approved and adopted by the CAAP Reuse Committee and the Hall County Board of Supervisors. This project would not be feasible without the use of TIF.

J & L Westward, LLC owns approximately 10 acres in the Southern Public Power Industrial Park. Development of the property and expansion of the business is contingent on Tax Increment Financing. J & L Westward, LLC has been located in Grand Island since 1991 and has 30 full time employees. This is an opportunity for them to expand both their business and their employee base, further supporting the local agricultural community. The \$108,000 purchase price of this property is a TIF eligible activity. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with this project. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15-year period beginning January 1, 2022 towards the allowable costs and associated financing for the acquisition and site work.

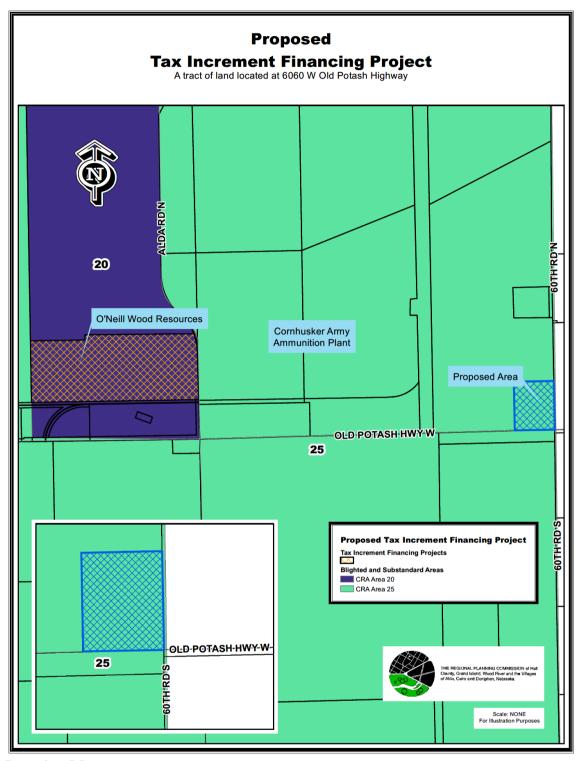
TAX INCREMENT FINANCING TO PAY FOR THE REHABILITATION OF THE PROPERTY WILL COME FROM THE FOLLOWING REAL PROPERTY:

Property Description (the "Redevelopment Project Area")

### **LEGAL DESCRIPTION**

A tract of land being a part of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4), Section Seventeen (17), Township Eleven (11) North, Range Ten (10) West of the 6<sup>th</sup> P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at a Survey Marker Spike and L.S. Washer at the Southeast Corner of the Southeast Quarter of Section 17 and assuming the South line of said Southeast Quarter bearing S 89° 32' 20" W and all bearings contained herein are relative thereto; thence S 89° 32' 20" W on said South line distance of 600.00 feet; thence N 00° 08' 28" E parallel with the East line of said Southeast Quarter a distance of 735.00 feet to a 5/8" rebar w/cap; thence N 89° 32' 20" E parallel with said South line of the Southeast Quarter a distance of 600.00 feet to the East line of said Southeast Quarter; thence S 00° 06' 28" W on said East line a distance of 735.00 feet to the Point of Beginning.



**Location Map** 

The tax increment will be captured for the tax years the payments for which become delinquent in years 2023 through 2037 inclusive.

The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from the construction of a building to house the J & L Westward business. This use is permitted at this location.

### Statutory Pledge of Taxes.

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

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

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

Redevelopment Plan Amendment Complies with the Act:

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

1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on July 25, 2017.[§18-2109] Such

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

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

Grand Island adopted a Comprehensive Plan on July 13, 2004. This property is not located within Grand Island or the 2 mile extraterritorial jurisdiction of Grand Island. Hall County adopted their comprehensive plan including the CAAP redevelopment plan on April 20, 2004. This redevelopment plan amendment and project are consistent with the Hall County Comprehensive Plan and the CAAP Reuse Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to develop property with permitted uses on this property as defined by the current and effective zoning regulations. The Hall County Regional Planning Commission held a public hearing at their meeting on August 5, 2020 and passed Resolution 2020-08 confirming that this project is consistent with the Comprehensive Plan for the Hall County.

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

### a. Land Acquisition:

This Redevelopment Plan provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority Property acquisition is an eligible activity for this project.

#### b. Demolition and Removal of Structures:

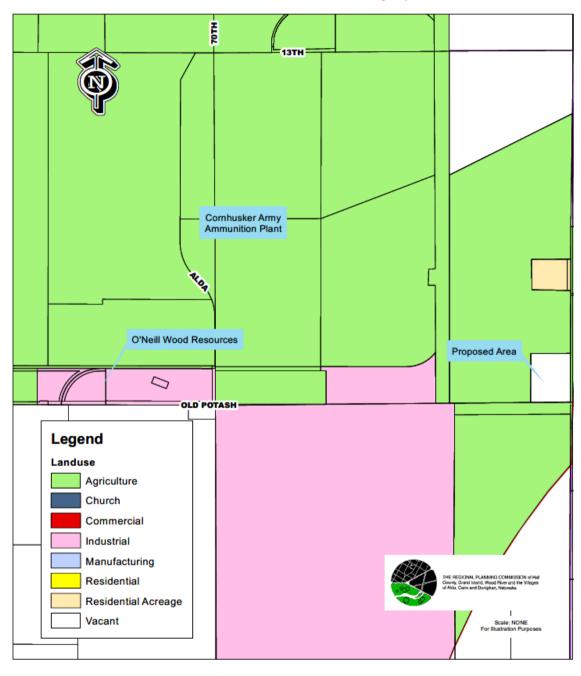
The project to be implemented with this plan does not provide for the demolition and removal any structures on this property.

#### c. Future Land Use Plan

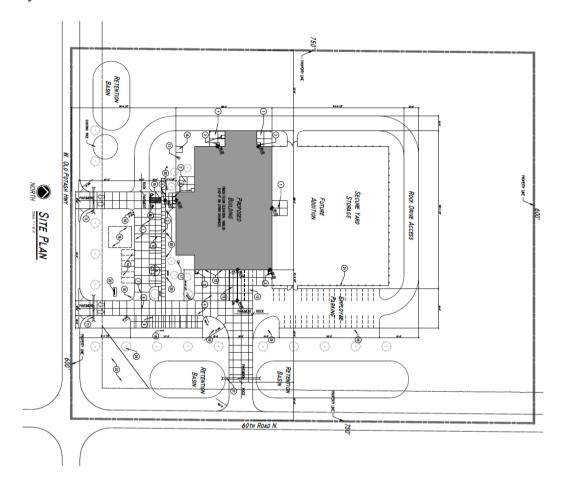
Within the Hall County Comprehensive Plan as adopted and updated since 2004 this area and all of the CAAP grounds are designated as CAAP Reuse Area. According to the CAAP Reuse Plan this particular area is planned for Agriculture and Special Industrial Uses. This property is in private ownership. [§18-2103(b) and §18-2111] The attached map also is an accurate site plan of the area after redevelopment. [§18-2111(5)]

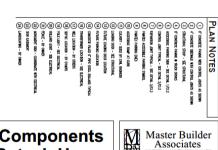
## **Hall County**

Existing Land Use Map
Proposed Tax Increment Financing Project
A tract of land located at 6060 W Old Potash Highway



## Site Layout



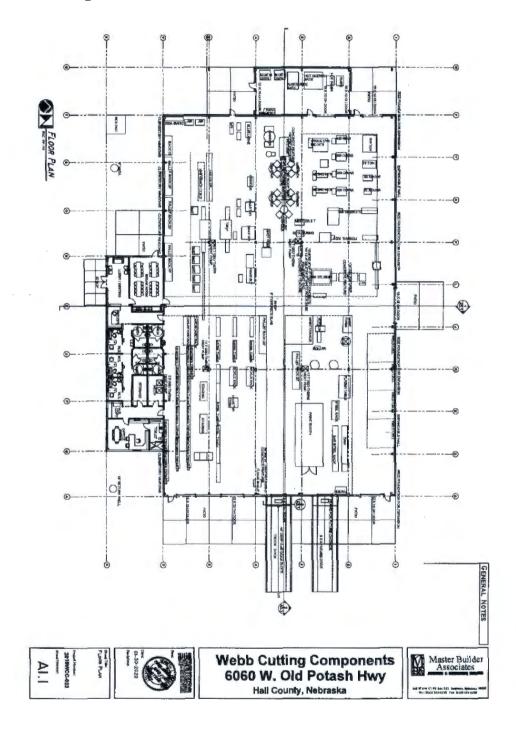


Project Number:
2019WCC-020
Sheet Number:



Webb Cutting Components 6060 W. Old Potash Hwy Hall County, Nebraska

## Proposed Building



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

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

### e. Site Coverage and Intensity of Use

The developer is proposing to construct a 25,000 square foot manufacturing facility. The proposed development is within the site coverage and intensity of use limits of the district. This is a permitted use at this location. [§18-2103(b) and §18-2111]

### f. Additional Public Facilities or Utilities

Municipal sewer and water are not available to this development.

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

No other utilities would be impacted by the development.

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

- 4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. This property, owned by the developer, is vacant and has been vacant for more than 1 year; no relocation is contemplated or necessary. [§18-2103.02]
- 5. No member of the Authority, nor any employee thereof holds any interest in any property in this Redevelopment Project Area. [§18-2106] No members of the authority or staff of the CRA have any interest in this property.

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

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

The developer owns this property and acquisition is not part of the request for tax increment financing. The estimated costs of redevelopment of this property is \$2,042,483 Acquisition of the property was \$108,000 along with site prep cost of \$52,700. A total of \$111,373 will be spent on improvements to street maintained publicly and privately. Planning related expenses for Architectural and Engineering services of \$79,375 and are included as a TIF eligible expense. Legal, Fees including a reimbursement to the City and the CRA of \$12,100 are included as TIF eligible expense.

The total of the TIF eligible expenses is \$363,548. The CRA will issue a zero percent interest bond in the amount of \$359,625 the total TIF requested and expected over the 15 year period. It is anticipated that this will generate \$252,647 of capital at the beginning of this project if the borrower can finance the debt at 5% interest over 15 years.

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

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

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$359,625 from the proceeds of the TIF. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2022 through December 2037.

## c. Statement of feasible method of relocating displaced families.

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

### 7. Section 18-2113 of the Act requires:

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

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions. This will accomplish the goal of encouraging appropriate industrial development at the CAAP.

### 8. Time Frame for Development

Development of this project is anticipated to be completed between September 2020 and December of 2021. Excess valuation should be available for this project for 15 years beginning with the 2022 tax year.

### 9. Justification of Project

The property at the Cornhusker Army Ammunition Plant has been touted as one of the premiere industrial sites in the State of Nebraska for more than 20 years. This property has developed slowly because of lack of municipal infrastructure and lack of activity at the site. This new manufacturing facility and the associated new building(s) may be the seeds that will create additional growth in this area. The Nebraska Legislature and Governor in approving the use of TIF within former military sites within the state recognized the challenges with redeveloping this large, mostly abandoned sites.

It is also anticipated that this project will create 6 full and 3 part time jobs with aggregate wages of \$267,000 and benefits.

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

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

**Project Sources and Uses.** Approximately \$359,625 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This investment by the Authority will leverage \$2,586,781 in private sector financing; a private investment of \$7.19 for every TIF dollar invested

	Use of Funds.			
Description	TIF Funds	Private Funds	Total	
Site Acquisition	\$108,000		\$108,000	
Legal and Plan*	12100		\$12,100	
Engineering/Arch	79375		\$79,375	
Public and Private Streets	107450	\$3,923	\$111,373	
Site Prep/Grading	52700			
New Construction		\$1,682,858	\$1,682,858	
Equipment		\$900,000	\$900,000	
TOTALS	\$359,625	\$2,586,781	\$2,946,406	

**Tax Revenue**. The property to be redeveloped is anticipated to have a January 1, 2019, valuation of \$94,373. Based on the 2019 levy this would result in a real property tax of approximately \$1,234. It is anticipated that the assessed value will increase by \$1,634,594 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of approximately \$23,600 annually. The tax increment gained from this Redevelopment Project Area would not be available for use as general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2019 assessed value:	\$ 94,373
Estimated value after completion	\$ 1,728,967
Increment value	\$ 1,634,594
Annual TIF generated (estimated)	\$ 23,600
TIF bond issue	\$ 359,625

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

The redevelopment project area currently has an estimated valuation of \$94,373. The proposed redevelopment will create additional valuation of \$1,634,594. No tax shifts are anticipated from the project. This project will not have a direct negative impact on local schools systems. The school system will gain an immediate bump in personal property taxes from the new equipment purchases and a long-term benefit from the additional tax base created on the property. No new roads will be created for this project. The project creates additional valuation that will support taxing entities long after the project is paid off.

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

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

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

This will create some additional employment in the area. Unemployment is low in this area. The impacts on existing employers in the area will be minimal as there are not many new employees.

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

This project will not have a negative impact on other employers in any manner different from any other expanding business within the Grand Island area.

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

This project is consistent the goals of the CAAP Reuse Plan and would be a step forward in creating the industrial district envisioned with that redevelopment. These types of uses that do not mix well with residential uses are ideal for property that is highly restricted for residential development.

## **Time Frame for Development**

Development of this project is anticipated to be completed during between September of 2020 and December 31 of 2021. The base tax year should be calculated on the value of the property as of January 1, 2021. Excess valuation should be available for this project for 15 years beginning in 2022 with taxes due in 2023. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years or an amount not to exceed \$359,625 the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the estimates of the expenses of the rehabilitation the developer will spend at least \$363,548 on TIF eligible activities. The CRA will reserve the right to issue additional debt for this project upon notification by the developer of sufficient expenses and valuation to support such debt in the form of a second or third bond issuance.

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

#### **RESOLUTION NO. 339**

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

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Passed and approved this 8th day of July, 2020

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

Chairperson

Secretary

J & L Westward Area 25 CAAP

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

#### **RESOLUTION NO. 340**

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

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), has received an Application for Tax Increment Financing under the Nebraska Community Development Law (the "Act") on a project within Redevelopment Area 25, from J & L Westward Enterprises LLC , (The "Developer") for redevelopment of property located at 6060 W Old Potash Highway, an area within the boundaries of the former Cornhusker Army Ammunition Plant and within the jurisdiction of the City of Grand Island for the purposes of the Nebraska Community Redevelopment Act, as set forth in Exhibit 1 attached hereto area; and

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a project within Redevelopment Area 25;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

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

Passed and approved this 8th day of July, 2020.

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

Chairperson

Secretary

J & L Westward Enterprises CAAP Area 25

#### Resolution Number 2020-08

#### HALL COUNTY REGIONAL PLANNING COMMISSION

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

WHEREAS, the Chairman and Board of the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), referred the Redevelopment Plan for CRA Area 25 for 10 acres at 6060 W. Old Potash Highway by J & L Westward Enterprises LLC to the Hall County Regional Planning Commission, (the "Commission") for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to Section 18-2112 of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "Act"), specifically as it pertains to formerly used defense sites; and

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

The proposed use as described in this plan is in compliance with the Comprehensive Plan for the City of Grand Island.

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

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

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

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

DATED: August 5, 2020

HALL COUNTY REGIONAL PLANNING COMMISSION

ATTEST:

By: Lesli & R.
Secretary

J & L Westward Area 25 CAAP

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

#### **RESOLUTION NO. 341**

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

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

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

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

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

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

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

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

unsanitary or unsafe dwelling accommodations, or conditions of blight.

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

Section 3. In compliance with section 18-2114 of the Act, the Authority finds and determines as follows: (a) the Redevelopment Area constituting the Redevelopment Project will not be acquired by the Authority and the Authority shall receive no proceeds from disposal to the Redeveloper; (b) the estimated cost of project acquisition and the estimated cost of preparation for redevelopment including site work, onsite utilities and private streets and related costs are described in detail in Exhibit B attached hereto; (c) the method of acquisition of the real estate shall be by private contract by the Redeveloper and not by condemnation; and (d) the method of financing the Redevelopment Project shall be by issuance of tax increment revenue bond issued in the approximate amount of \$359,625, which shall be granted to the Redeveloper and from additional funds provided by the Redeveloper. No families will be displaced from the Redevelopment Project Area as a result of the project.

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

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

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

PASSED AND APPROVED this 12th day of August, 2020.

COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND NEBRASKA

ATTEST:

County

Thomas L. Golf Chair

#### EXHIBIT A

#### LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

#### **LEGAL DESCRIPTION**

A tract of land being a part of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4), Section Seventeen (17), Township Eleven (11) North, Range Ten (10) West of the 6<sup>th</sup> P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at a Survey Marker Spike and L.S. Washer at the Southeast Corner of the Southeast Quarter of Section 17 and assuming the South line of said Southeast Quarter bearing S 89° 32' 20" W and all bearings contained herein are relative thereto; thence S 89° 32' 20" W on said South line distance of 600.00 feet; thence N 00° 08' 28" E parallel with the East line of said Southeast Quarter a distance of 735.00 feet to a 5/8" rebar w/cap; thence N 89° 32' 20" E parallel with said South line of the Southeast Quarter a distance of 600.00 feet to the East line of said Southeast Quarter; thence S 00° 06' 28" W on said East line a distance of 735.00 feet to the Point of Beginning.

#### EXHIBIT B

#### FORM OF REDEVELOPMENT PLAN



### City of Grand Island

Tuesday, August 25, 2020 Council Session

#### Item E-2

Public Hearing on Acquisition of Public Right-of-Way for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (Melodee A. Anderson- 3515 W Old Potash Highway and R & D Investments, LLC- 120 Diers Avenue)

Council action will take place under Consent Agenda item G-9.

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

#### Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: August 25, 2020

**Subject:** Public Hearing on Acquisition of Public Right-of-Way for Old

Potash Highway Roadway Improvements; Project No. 2019-P-1 (Melodee A. Anderson- 3515 W Old Potash Highway and R

& D Investments, LLC- 120 Diers Avenue)

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

#### **Background**

The Old Potash Highway Roadway Improvements; Project No. 2019-P-1 is for improvements to Old Potash Highway, as well as intersecting roadways from North Road to Webb Road. The interaction between the various traffic features is complex, so an overall master plan was created to ensure that the individual projects will function together and address other safety issues in these areas. This plan includes widening and reconfiguring Old Potash Highway, signal and geometric improvements at each intersection, access management throughout the corridor, and improvements to the north and south of the Old Potash Highway corridor. Improvements are needed to allow the corridor to safely handle the ever increasing traffic in this area.

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 Old Potash Highway Roadway Improvements; Project No. 2019-P-1. The property owners have signed the necessary documents to grant the property, as shown on the attached drawings.

Engineering staff of the Public Works Department negotiated with the property owners for such purchases.

Property Owner	Legal Description	Amount
MELODEE A. ANDERSON, TRUSTEE	A TRACT OF LAND LOCATED IN LOT 1, ANDERSON THIRD SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  BEGINNING AT THE NORTHWEST CORNER OF LOT 1,	22,540.00

	ANDERSON THIRD SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY; THENCE ON AN ASSUMED BEARING OF N89°27'25"E ALONG THE NORTH LINE OF SAID LOT 1, LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY; A DISTANCE OF 348.11 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S00°57'24"E ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 30.50 FEET; THENCE S89°28'39"W A DISTANCE OF 12.73 FEET THENCE N79°21'21"W A DISTANCE OF 77.24 FEET; THENCE N89°05'25"W A DISTANCE OF 259.84 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE N00°59'34"W ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 8.92 FEET TO A POINT OF BEGINNING. SAID TRACT CONTAINS 5,302 SF.	
R & D INVESTMENTS, LLC	A TRACT OF LAND LOCATED IN LOT 2, COMMONWEALTH BUSINESS PARK SECOND SUBDIVISION, CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, COMMONWEALTH BUSINESS PARK SECOND SUBDIVISION, CITY OF GRAND ISLAND, NEBRASKA; THENCE ON AN ASSUMED BEARING OF N01°37′52″W ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 10.31 FEET; THENCE S89°05′25″E A DISTANCE OF 158.95 FEET; THENCE N89°28′39″E A DISTANCE OF 172.30 FEET; THENCE N44°18′07″E A DISTANCE OF 13.81 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2, POINT ALSO BEING THE WEST RIGHT-OF-WAY LINE OF DIERS AVENUE; THENCE S01°34′58″E ALONG THE EAST LINE OF SAID LOT 2, LINE ALSO BEING THE WEST RIGHT-OF-WAY LINE OF SAID DIERS AVENUE, A DISTANCE OF 16.42 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, POINT ALSO BEING THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF OLD POTASH & THE WEST RIGHT-OF-WAY LINE OF SAID DIERS AVENUE; THENCE S89°31′31″W ALONG THE SOUTH LINE OF SAID LOT 2, LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF SAID LOT 2, LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF SAID LOT 2, LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF SAID LOT 2, LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF SAID LOT 2, LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF SAID OLD POTASH, A DISTANCE OF 341.04 FEET TO A POINT OF BEGINNING. SAID TRACT CONTAINS 2,574 SF.	\$12,870.00

Total= \$35,410.00

#### **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

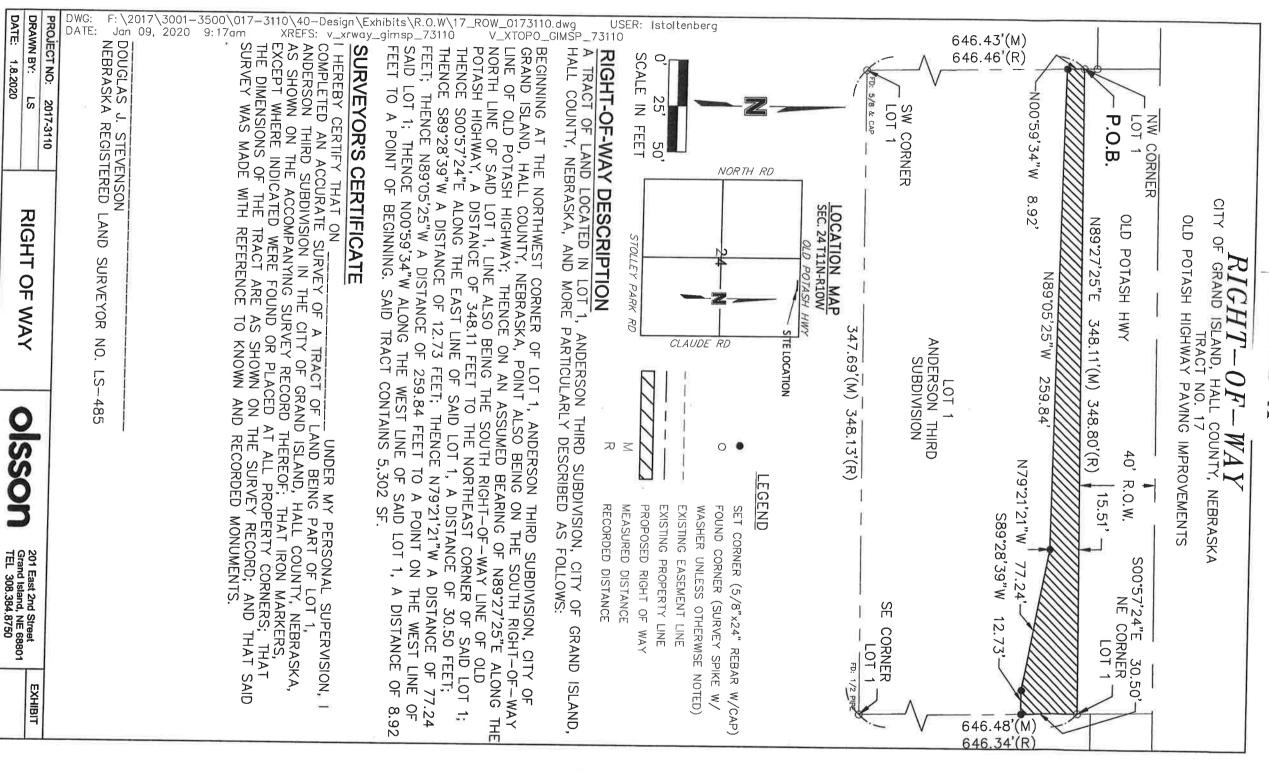
#### Recommendation

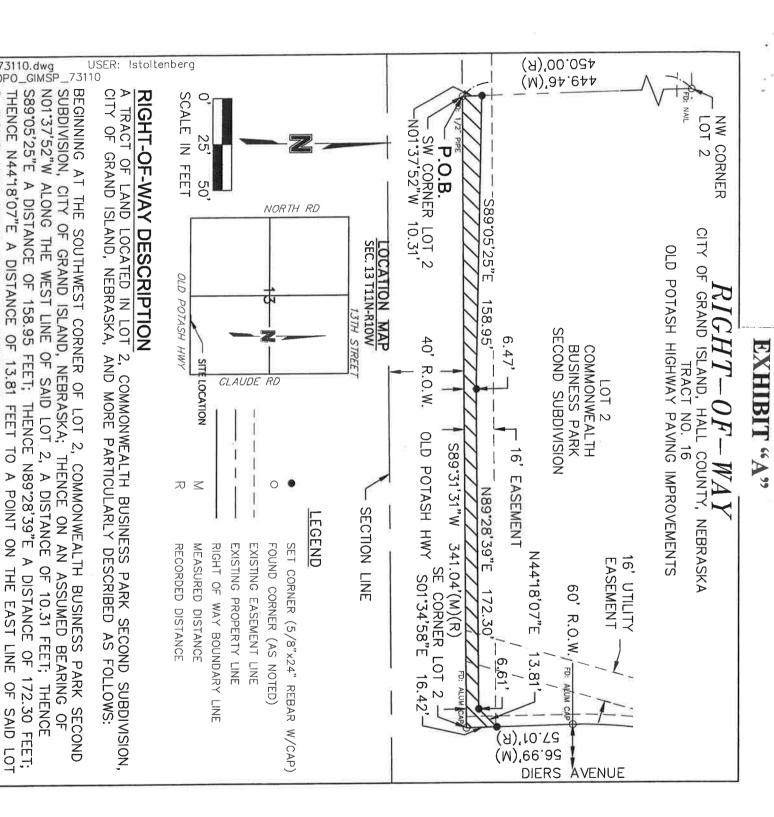
City Administration recommends that the Council conduct a Public Hearing and approve acquisitions of the public right-of-way from the affected property owners, in the total amount of \$35,410.00.

#### **Sample Motion**

Move to approve the acquisitions.

# EXHIBIT "A"





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DOUGLAS J. STEVENSON NEBRASKA REGISTERED

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PROJECT NO: 2017-3110

PRAWN BY: LS

DATE: 12.27.2019

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Grand Island



# City of Grand Island

Tuesday, August 25, 2020 Council Session

#### Item E-3

Public Hearing on Acquisition of Public Easements for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (R & D Investments, LLC- 120 Diers Avenue)

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

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

#### Council Agenda Memo

**From:** Keith Kurz PE, Assistant Public Works Director

Meeting: August 25, 2020

**Subject:** Public Hearing on Acquisition of Public Easements for

Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (R & D Investments, LLC- 120 Diers

Avenue)

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

#### **Background**

The Old Potash Highway Roadway Improvements; Project No. 2019-P-1 is for improvements to Old Potash Highway, as well as intersecting roadways from North Road to Webb Road. The interaction between the various traffic features is complex, so an overall master plan was created to ensure that the individual projects will function together and address other safety issues in these areas. This plan includes widening and reconfiguring Old Potash Highway, signal and geometric improvements at each intersection, access management throughout the corridor, and improvements to the north and south of the Old Potash Highway corridor. Improvements are needed to allow the corridor to safely handle the ever increasing traffic in this area.

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**

A public easements is needed to accommodate the roadway improvements along Old Potash Highway. The property owner has signed the necessary documents 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.

Property Owner	Legal Description	Amount
R & D INVESTMENTS, LLC	A PERMANENT ACCESS EASEMENT LOCATED IN LOT 2, COMMONWEALTH BUSINESS PARK SECOND SUBDIVISION, CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, COMMONWEALTH BUSINESS PARK SECOND SUBDIVISION, CITY OF GRAND ISLAND, NEBRASKA, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A PROPOSED RIGHT-OF-WAY TRACT; THENCE ON AN ASSUMED BEARING N01°37′52″W ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 10.31 FEET TO THE NORTHWEST CORNER OF SAID PROPOSED RIGHT-OF-WAY TRACT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N01°37′52″W ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 65.00 FEET; THENCE S89°05′25″E A DISTANCE OF 20.02 FEET; THENCE S01°37′52″E PARALLEL AND 20.00 FEET EAST OF THE WEST LINE OF SAID LOT 2, A DISTANCE OF 65.00 FEET TO A POINT ON THE NORTH LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT; THENCE N89°05′25″W ALONG THE NORTH LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT; THENCE N89°05′25″W ALONG THE NORTH LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT; THENCE N89°05′25″W ALONG THE NORTH LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 20.02 FEET TO A POINT OF BEGINNING. SAID PERMANENT EASEMENT CONTAINS 1,300 SF MORE OR LESS.	\$4,710.00
	and	
	A PERMANENT UTILTIY EASEMENT LOCATED IN LOT 2, COMMONWEALTH BUSINESS PARK SECOND SUBDIVISION, CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:	
	COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, COMMONWEALTH BUSINESS PARK SECOND SUBDIVISION, CITY OF GRAND ISLAND, NEBRASKA, THENCE ON AN ASSUMED BEARING N01°34'58"W ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 56.99 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 029°14'13", A RADIUS OF 230.00 FEET; A CHORD BEARING OF N13°16'32"E WITH	

A CHORD DISTANCE OF 116.10 FEET, AN ARC LENGTH OF 117.36 FEET TO THE POINT OF BEGINNING; THENCE N12°45'05"W A DISTANCE OF 22.00 FEET TO A POINT ON THE EAST LINE OF AN EXISTING UTILTIY EASEMENT; THENCE N16°14'55"E ALONG A EAST LINE OF SAID EXISTING UTILITY EASEMENT A DISTANCE OF 36.88 FEET; THENCE S89°49'05"E ALONG A SOUTH LINE OF SAID EXISTING UTILITY EASEMENT A DISTANCE OF 2.17 FEET; THENCE S12°45'05"E A DISTANCE OF 33.22 FEET; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 007°08'55", A RADIUS OF 230.00 FEET; A CHORD BEARING OF \$31°28'05"W WITH A CHORD DISTANCE OF 28.68 FEET, AN ARC LENGTH OF 28.70 FEET TO THE POINT OF BEGINNING. PERMANENT UTILITY EASEMENT CONTAINS 582 SQ FT MORE OR LESS.

TOTAL = \$4,710.00

#### **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

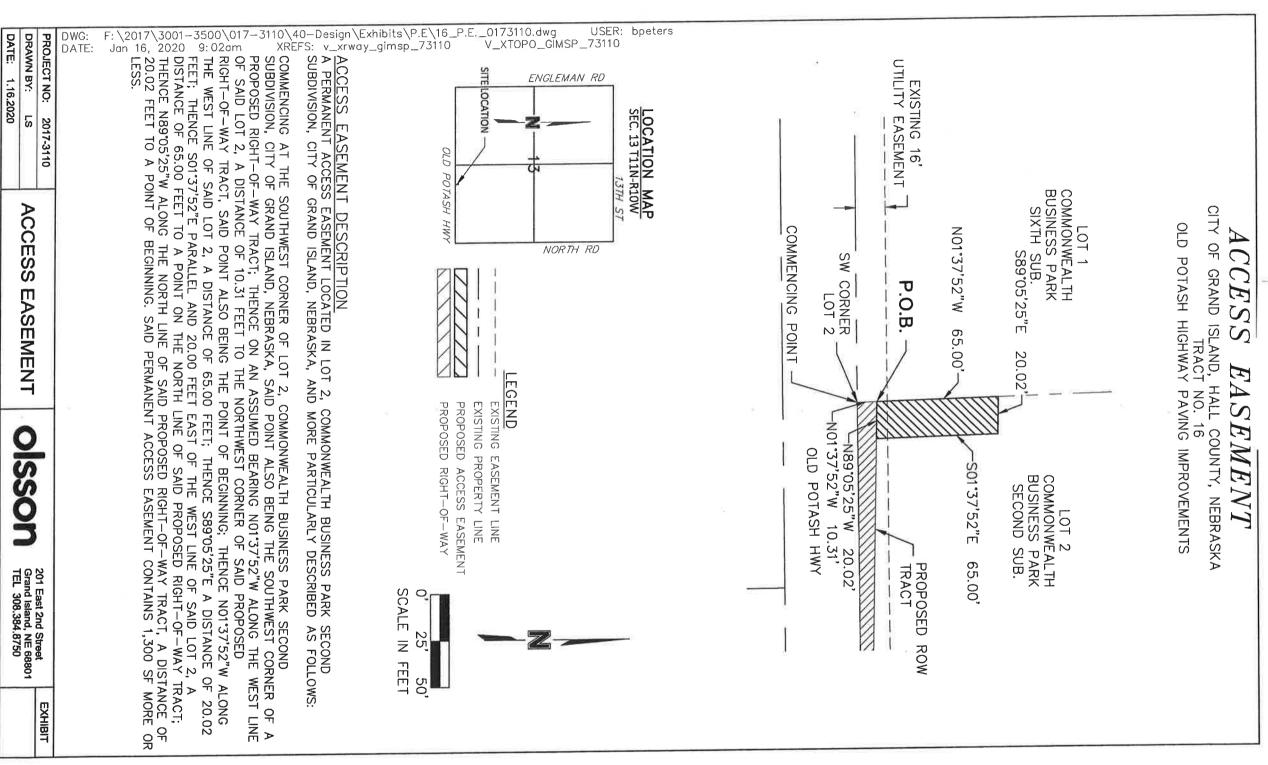
#### **Recommendation**

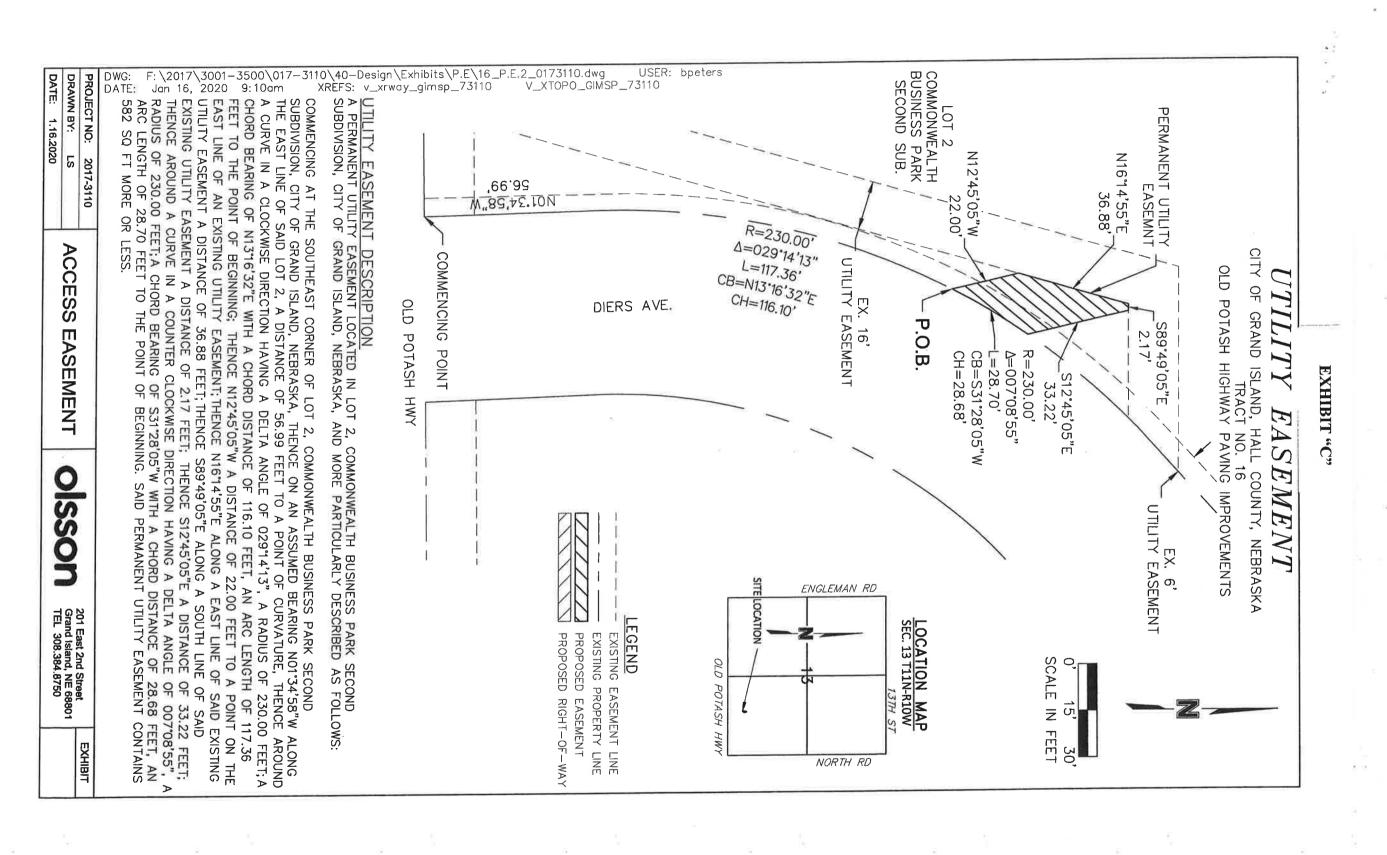
City Administration recommends that the Council conduct a Public Hearing and approve acquisition of public easements from the affected property owner for Old Potash Highway Roadway Improvements; Project No. 2019-P-1.

#### **Sample Motion**

Move to approve the acquisitions.

# EXHIBIT "B"





Grand Island

Council Session - 8/25/2020



# City of Grand Island

Tuesday, August 25, 2020 Council Session

#### Item E-4

Public Hearing on Acquisition of Public Right-of-Way and Public Easements for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (Barr None, LLC- 111 Diers Avenue)

Council action will take place under Consent Agenda item G-11.

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

#### Council Agenda Memo

**From:** Keith Kurz PE, Assistant Public Works Director

Meeting: August 25, 2020

**Subject:** Public Hearing on Acquisition of Public Right-of-Way

and Public Easements for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (Barr None, LLC-

111 Diers Avenue)

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

#### **Background**

The Old Potash Highway Roadway Improvements; Project No. 2019-P-1 is for improvements to Old Potash Highway, as well as intersecting roadways from North Road to Webb Road. The interaction between the various traffic features is complex, so an overall master plan was created to ensure that the individual projects will function together and address other safety issues in these areas. This plan includes widening and reconfiguring Old Potash Highway, signal and geometric improvements at each intersection, access management throughout the corridor, and improvements to the north and south of the Old Potash Highway corridor. Improvements are needed to allow the corridor to safely handle the ever increasing traffic in this area.

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 and easements are needed to accommodate the roadway improvements along Old Potash Highway.

Negotiations were conducted with the property owner over the last several months. After being unable to reach a mutually agreeable solution, a condemnation hearing was held in Hall County Court on August 14, 2020. The appointed Board of Appraisers has issued their determination. The following is a summary of the appraised amounts offered and the amounts based on the determination of the court appointed appraisers.

Acquisition Type	Amount Offered	Condemnation Amount
Public Right-of-Way	\$18,450.00	\$18,450.00
Permanent Utility Easement	\$ 5,280.00	\$12,375.00
Permanent Drainage Easement	\$19,470.00	\$12,375.00
Totals=	\$43,200,00	\$43,200.00

	10tals= \$45,200.00 \$45,200.00	
Property Owner	Legal Description	Amount
BARR NONE, LLC	A PERMANENT EASEMENT FOR ROAD RIGHT-OF-WAY CONSISTING OF PART OF A TRACT OF LAND DESCRIBED AS A PART OF LOT THREE (3) COMMONWEALTH BUSINESS PARK SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS:  BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3, POINT ALSO BEING AT THE ITNERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF OLD POTASS HIGHWAY & EAST RIGHT-OF-WAY LINE OF OLD POTASS DISTANCE OF 24.84 FEET; THENCE N89°28'39"E ADDISTANCE OF 136.80 FEET; THENCE N37°10'05"E ADDISTANCE OF 136.80 FEET TO ADDIST	Y O O O O O O O O O O O O O O O O O O O

COMMONWEALTH BUSINESS PARK SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 3, COMMONWEALTH BUSINESS PARK SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND. NEBRASKA. SAID POINT ALSO BEING SOUTHWEST CORNER OF A PROPOSED RIGHT-OF-WAY TRACT: THENCE ON AN ASSUMED BEARING N01°59'16"W ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 24.84 FEET TO THE NORTHWEST CORNER OF SAID PROPOSED ROW TRACT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N01°59'126"W ALONG THE WEST LINE OF SAID LOT 3. A DISTANCE OF 32.90 FEET TO A POINT OF CURVATURE; THENCE ON THE WEST LINE OF LOT 3, AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 7°00'29", A RADIUS OF 170.00 FEET. A CHORD BEARING OF N02°15'27"E WITH A CHORD DISTANCE OF 20.78 FEET, AN ARC LENGTH OF 20.79 FEET; THENCE S21°05'31"E A DISTANCE OF 57.58 FEET; THENCE S01°04'29"E A DISTANCE OF 20.13 FEET TO A POINT ON THE NORTH LINE OF SAID PROPOSED ROW TRACT: THENCE N45°48'00"W ALONG THE NORTHEASTERLY LINE OF SAID PROPOSED ROW TRACT, A DISTANCE OF 28.98 FEET TO A POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS 782 SQUARE FEET MORE OR LESS.

#### **AND**

A PERMANENT EASEMENT FOR A DRAINAGE EASEMENT CONSISTING OF PART OF A TRACT OF LAND DESCRIBED AS A PART OF LOT THREE (3), COMMONWEALTH BUSINESS PARK SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASAKA AND MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A SOUTHEAST CORNER OF LOT 3, COMMONWEALTH BUSINESS PARK SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA: THENCE ON AN ASSUMED BEARING OF

S89°30'38"W ALONG THE NORTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY, A DISTANCE OF 35.01 FEET TO A SOUTHEAST CORNER OF A PROPOSED RIGHT-OF-WAY TRACT: THENCE N33°59'41"E ALONG THE SOUTHEAST LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 51.59 FEET TO A SOUTHEAST CORNER OF SAID PROPOSED RIGHT-OF-WAY TRACT: THENCE N01°30'24"W ALONG THE EAST LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 10.33 FEET TO THE NORTHEAST CORNER OF SAID PROPOSED RIGHT-OF-WAY, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S37°10'05"W ALONG THE NORTHWESTERLY LINE OF SAID PROPOSED ROW TRACT, A DISTANCE OF 61.03 FEET TO A SOUTHEAST CORNER OF SAID PROPOSED ROW TRACT; THENCE S89°28'39"W ALONG THE NORTH LINE OF SAID PROPOSED ROW TRACT, A DISTANCE OF 12.12 FEET; THENCE N20°53'08"E A DISTANCE OF 80.91 FEET; THENCE N01°28'59"W A DISTANCE OF 73.36 FEET; THENCE N03°11'21"W A DISTANCE OF 95.09 FEET; THENCE N55°00'09"W A DISTANCE OF 21.43 FEET; THENCE N03º11'21"W A DISTANCE OF 10.83 FEET; THENCE N86°48'389"E A DISTANCE OF 27.24 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF HIGHWAY 281; THENCE S01°30'24"E ALONG THE WEST RIGHT-OF-WAY LINE OF SAID HIGHWAY 281. A DISTANCE OF 213.67 FEET TO A POINT OF BEGINNING. SAID PERMANENT DRAINAGE EASEMENT CONTAINS 2,884 SQUARE FEET MORE OR LESS.

TOTAL = \$43,200.00

#### **Alternatives**

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

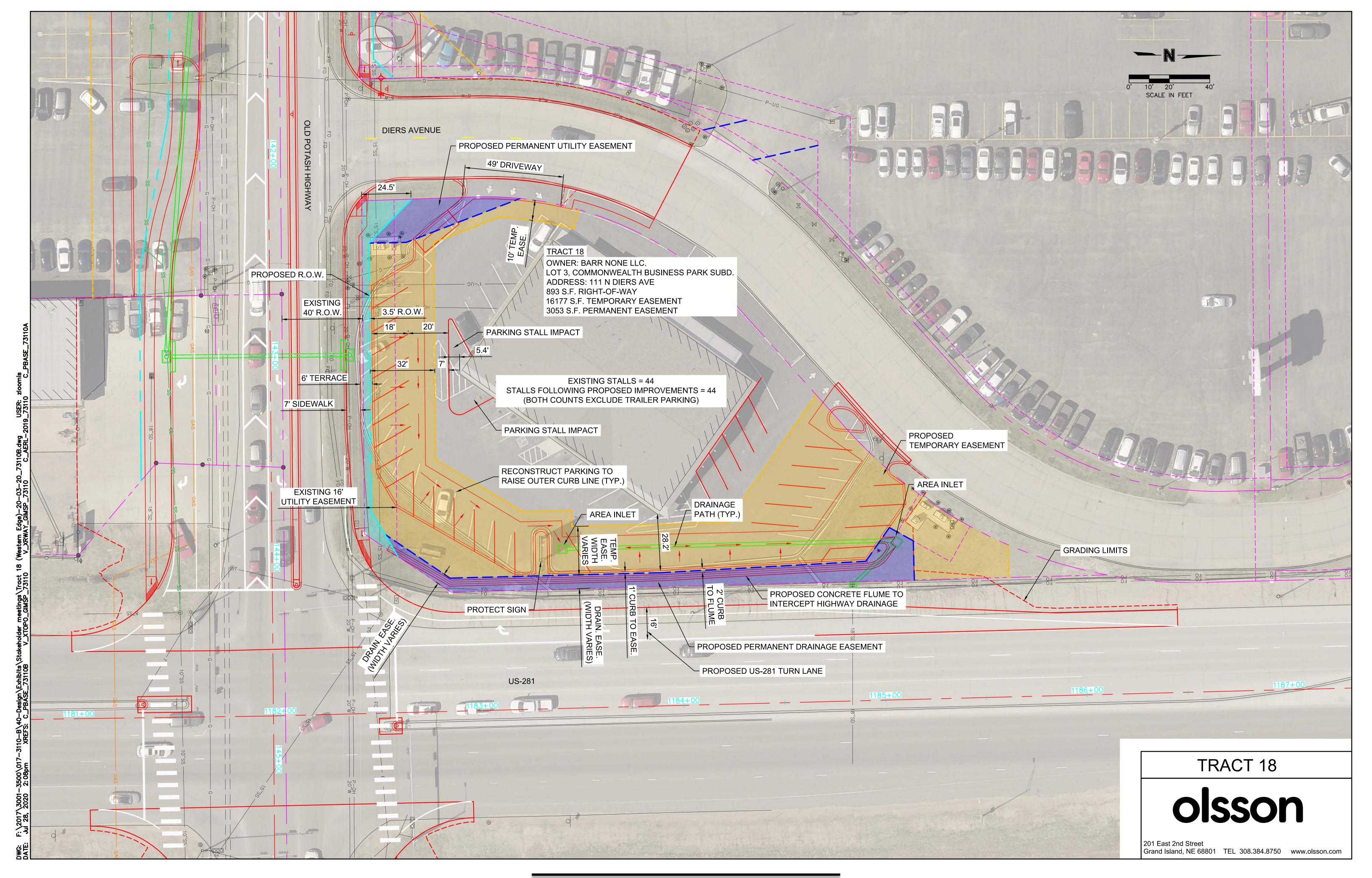
- 1. Move to approve
- 2. Refer the issue to a Committee
- 3. Postpone the issue to future date
- 4. Take no action on the issue

#### **Recommendation**

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of public easements and public right-of-way from the affected property owner for Old Potash Highway Roadway Improvements; Project No. 2019-P-1.

#### **Sample Motion**

Move to approve the acquisitions.





# **City of Grand Island**

Tuesday, August 25, 2020 Council Session

#### Item G-1

**Approving Minutes of August 11, 2020 City Council Regular Meeting** 

**Staff Contact: RaNae Edwards** 

#### CITY OF GRAND ISLAND, NEBRASKA

#### MINUTES OF CITY COUNCIL REGULAR MEETING August 11, 2020

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on August 11, 2020. Notice of the meeting was given in *The Grand Island Independent* on August 5, 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, Jason Conley, Vaughn Minton, Julie Hehnke, Clay Schutz, Mitch Nickerson, and Chuck Haase. Councilmember Jeremy Jones was absent. The following City Officials were present: City Administrator Jerry Janulewicz, City Clerk RaNae Edwards, Finance Director Patrick Brown, Interim City Attorney Stacy Nonhof and Public Works Director John Collins.

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

#2020-BE-2 - Consideration of Determining Benefits for Sanitary Sewer District No. 543; Willow Street. Public Works Director John Collins reported that Starostka Group Unlimited, Inc. of Grand Island, Nebraska was hired to perform work on Sanitary Sewer District No. 543 in the amount of \$402,798.85. Work was completed at a price of \$365,223.08; with additional costs of \$57,172.63. The costs for this project would be assessed to the adjacent property. Staff recommended approval.

Motion by Stelk, second by Schutz to approve Resolution #2020-BE-2. Upon roll call vote, all voted aye. Motion adopted.

<u>RETURN TO REGULAR SESSION:</u> Motion by Schutz, second by Hehnke to return to Regular Session. Motion adopted.

#### **PUBLIC HEARINGS:**

Public Hearing on Request from Amy J Schutte dba Bella Design & Decor, 110 East 3rd Street for a Class "C" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "C" Liquor License had been received from Amy J. Schutte dba Bella Design & Decor, 110 East 3rd Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on July 20, 2020; notice to the general public of date, time, and place of hearing published on August 1, 2020; notice to the applicant of date, time, and place of hearing mailed on July 27, 2020. Staff recommended approval contingent upon final inspections. No public testimony was heard.

#### ORDINANCES:

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

Page 64 / 239

#9780 - Consideration of Amending Grand Island City Code Section 2-21 - City Council Members Compensation

#9781 - Consideration of Salary Ordinance

#9782 - Consideration of Approving Benefits for Sanitary Sewer District No. 543; Willow Street

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 Nickerson seconded the motion. Upon roll call vote, all voted aye. Motion adopted.

#9780 - Consideration of Amending Grand Island City Code Section 2-21 - City Council Members Compensation

Human Resources Director Aaron Schmid reported that a wage survey was completed in 2019 which included a review of Council compensation. Array responses indicated the midpoint compensation should be adjusted to eight thousand four hundred dollars (\$8,400.00). The proposed increase would become effective the first regular Council meeting in December with the seating of the next Council. Under current law, the filing fee for city council was based upon the salary in effect for council members as of November 30 of the year preceding the election. Staff made no recommendation.

Motion by Minton, second by Nickerson to approve Ordinance #9780.

Jay Vavricek, 2729 Brentwood Boulevard spoke in opposition. It was mentioned that there had been only 2 increases in the past 19 years. Several comments were made about this not being the right time for an increase.

City Clerk: Ordinance #9780 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 no. Motion failed.

#9781 - Consideration of Salary Ordinance

Human Resources Director Aaron Schmid reported that a Salary Ordinance was presented each year as a part of the budget process. Wage changes presented were for bargaining units according to their respective labor agreements and negotiated wages. Average union changes range from zero to three percent. The Ordinance also included changes to the non-union positions. Changes reflected a one and one half percent increase along with classification specific adjustments. The adjustments were part of a three year plan to bring compensation closer to comparability of array cities. A one-half percent increase in pension contribution had been factored into the non-union rate calculations. Staff recommended approval.

Motion by Minton, second by Paulick to approve Ordinance #9781.

Jay Vavricek, 2729 Brentwood Boulevard spoke in support.

City Clerk: Ordinance #9781 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 #9781 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 #9781 is declared to be lawfully adopted upon publication as required by law.

#9782 - Consideration of Approving Benefits for Sanitary Sewer District No. 543; Willow Street

This item was related to the above Board of Equalization item. Staff recommended approval.

Motion by Paulick, second by Minton to approve Ordinance #9782.

City Clerk: Ordinance #9782 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 #9782 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 #9782 is declared to be lawfully adopted upon publication as required by law.

<u>CONSENT AGENDA:</u> Consent Agenda item G-3 was removed for further discussion. Motion by Paulick, second by Hehnke to approve the Consent Agenda excluding item G-3. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of July 27, 2020 Joint Health Department Meeting.

Approving Minutes of July 28, 2020 City Council Regular Meeting.

Approving Request of Fonner Park Exposition and Events Center, Inc. (Heartland Events Center) for Ratification of Nomination and Election of Board of Directors. City Clerk RaNae Edwards reported this was item was done yearly to ratify the nomination and election of the Board of Directors or the Heartland Events Center Board. Jay Vavricek, 2729 Brentwood Boulevard spoke in support.

Motion by Stelk, second by Schutz to approve. Upon roll call vote, all voted aye. Motion adopted.

#2020-181 - Approving Request from Amy J Schutte, LLC dba Bella Design & Decor, 110 East 3rd Street, for a Class "C" Liquor License.

#2020-182 - Approving Bid Award - Electrostatic Precipitator Controls Upgrade with The Babcock & Wilcox Company of Newport News, Virginia in an Amount of \$177,790.80.

- #2020-183 Approving Bid Award Precipitator Bottom Ash & Industrial Cleaning at Platte Generating Station Fall 2020 with AIMS Companies of Scottsdale, Arizona in an Amount of \$163,346.25.
- #2020-184 Approving PGS Coal Combustion Residual (CCR) Groundwater Services Task #15 with HDR Engineering, Inc. in an Amount no to exceed \$35,600.00.
- #2020-185 Approving Memorandum of Understanding between the City of Grand Island and the Union Local No. 1597, IBEW, AFL-CIO (Utilities Department).
- #2020-186 Approving Annual Payment for Utility Billing Software Support with N. Harris Computer Corporation dba Advanced Utility Systems of Chicago, Illinois in an Amount of \$86,270.69.
- #2020-187 Approving Amendment No. 2 to Engineering Consulting Agreement for Sanitary Sewer Collection System Rehabilitation— Downtown; Project No. 2019-S-1, Phase II with Olsson, Inc. of Grand Island, Nebraska for an Increase of \$35,888.00 and a Revised Contract Amount of \$178,801.00.
- #2020-188 Approving 2019 Community Development Block Grant Coronavirus Response Amendment.
- #2020-189 Approving Subordination Request for Tom and Cindy Tjaden located at 114 Cherokee Avenue.

#### **RESOLUITONS:**

#2020-190 - Consideration of Approving FY 2020-2021 Annual Budget for Railside Business Improvement District and Setting Date for Board of Equalization. Finance Director Patrick Brown reported that the City had received the 2020-2021 budget that provided for a total special assessment of \$119,985.06 within the Railside Business Improvement District. It was recommended that the Board of Equalization on the proposed assessments be set for September 8, 2020.

Jay Vavricek, 2729 Brentwood Boulevard spoke in support. Amos Anson representing the Railside Business Improvement District answered questions regarding what effort had taken place on the north side of the tracks. He explained they would have to create a district or expand the Railside district. Kara Lemburg, 1507 West 1st Street stated since the pandemic they had lost 3 businesses downtown. Cindy Johnson representing the Chamber of Commerce commented on the changes since COVID-19 and the challenges for all businesses in Grand Island.

Motion by Hehnke, second by Paulick to approve Resolution #2020-190. Upon roll call vote, all voted aye. Motion adopted.

#2020-191 - Consideration of Approving FY 2020-2021 Annual Budget for Fonner Park Business Improvement District and Setting Date for Board of Equalization. Finance Director Patrick Brown reported that the City had received the 2020-2021 budget that provided for a total special assessment of \$49,490.00 within the Fonner Park Business Improvement District. It was

recommended that the Board of Equalization on the proposed assessments be set for September 8, 2020.

Motion by Minton, second by Paulick to approve Resolution #2020-191. Upon roll call vote, all voted aye. Motion adopted.

#2020-192 - Consideration of Approving FY 2020-2021 Annual Budget for South Locust Street Business Improvement District and Setting Date for Board of Equalization. Finance Director Patrick Brown reported that the City had received the 2020-2021 budget that provided for a total special assessment of \$93,233.00 within the South Locust Street Business Improvement District. It was recommended that the Board of Equalization on the proposed assessments be set for September 8, 2020.

Motion by Paulick, second by Minton to approve Resolution #2020-192. Upon roll call vote, all voted aye. Motion adopted.

#### **PAYMENT OF CLAIMS:**

Motion by Minton, second by Conley to approve the payment of claims for the period of July 29, 2020 through August 11, 2020 for a total amount of \$4,778,117.91. Upon roll call vote, all voted aye. Motion adopted.

#### SPECIAL ITEMS:

Review of Capital Equipment, Parks Projects, and Overall Budget Discussion. Finance Director Patrick Brown presented the Capital Improvement 400 Funds. Public Works Capital projects totaled \$1,585,500.00. The 410 Fund included Capital equipment which was for computers - \$50,000.00; Fire - \$1,202,000.00; Police - 524,315.00; Emergency Management - 87,000.00; Streets Capital equipment - \$877,702.00; Library - 720,000.00; and Parks Department Capital equipment and golf - \$393,300.00 for a total of \$3,854,317.00 in the 410 Fund.

Fire Chief Cory Schmidt answered questions regarding Fire Station 2 expansion which was for dorms. He stated on August 26, 2020 there would be an open house at the new Fire Station 4. Library Director Steve Fosselman answered questions regarding the new HVAC system that was needed at the library.

Reviewed were the Parks projects for 2021 totaling \$1,612,500; 2022 - \$1,475,000; and 2023 - \$1,050,000. Parks and Recreation Director Todd McCoy answered questions regarding adding roads to the old cemetery. He stated asphalting the new cemetery was pretty much done. The plan for Stolley Park was to replace the wading pool with a splash pad in 2022. Mr. Brown stated sales tax was down 7.3% for July. All revenues were down for the month of July but not as much as expected which was encouraging.

ADJOURNMENT: The meeting was adjourned at 8:40 p.m.

RaNae Edwards City Clerk



# City of Grand Island

Tuesday, August 25, 2020 Council Session

#### Item G-2

# Approving Re-appointment of Melissa Girard-Lemons to the Animal Advisory Board

Mayor Steele has submitted the re-appointment of Melissa Girard-Lemons to the Animal Advisory Board. The appointment would become effective September 1, 2020 upon approval by the City Council and would expire on August 31, 2023.

**Staff Contact: Mayor Roger Steele** 



# City of Grand Island

Tuesday, August 25, 2020 Council Session

#### Item G-3

Approving Request from Thomas Foutch, 1933 Santa Anita Drive Unit B, Grand Island, Nebraska for Liquor Manager Designation with Riverside Golf Club, 2820 Riverside Drive

**Staff Contact: RaNae Edwards** 

#### Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: August 25, 2020

**Subject:** Request from Thomas Foutch, 1933 Santa Anita Drive,

Grand Island, Nebraska for Liquor Manager Designation

with Riverside Golf Club, 2820 Riverside Drive

**Presenter(s):** RaNae Edwards, City Clerk

#### **Background**

Thomas Foutch, 1933 Santa Anita Drive, Grand Island, Nebraska has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with Riverside Golf Club, 2820 Riverside Drive.

This application has been reviewed by the Police Department and City Clerk's Office. See Police Department report attached.

#### **Discussion**

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all liquor manager designations. All departmental reports have been received.

Mr. Foutch has completed 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 request.
- 2. Forward the requests with no recommendation.
- 3. Take no action on the request.

#### Recommendation

City Administration recommends that the Council approve the request for Liquor Manager Designation.

#### **Sample Motion**

Move to approve the request from Thomas Foutch, 1933 Santa Anita Drive, Grand Island, Nebraska for Liquor Manager Designation in conjunction with the Class "C-007703" Liquor License for Riverside Golf Club, 2820 Riverside Drive.



## **Grand Island Police Department**

Officer Report for Incident L20081471

Nature: Liquor Lic Inv Address: 2820 RIVERSIDE DR; RIVERSIDE

**GOLF CLUB** 

**Location:** PAOS Grand Island NE 68801

**Offense Codes:** 

Received By: Dvorak T How Received: T Agency: GIPD

**Responding Officers:** Dvorak T

**Responsible Officer:** Dvorak T **Disposition:** CLO 08/20/20

**When Reported:** 14:05:37 08/17/20 **Occurred Between:** 14:05:37 08/17/20 and 14:05:37 08/17/20

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

LT21 LT21 Restaurant

Responding Officers: Unit:

Dvorak T 309

Responsible Officer: Dvorak T Agency: GIPD

Received By:Dvorak TLast Radio Log:\*\*:\*\*:\*\*\*\*/\*\*How Received:T TelephoneClearance:CL CL Case ClosedWhen Reported:14:05:37 08/17/20Disposition:CLO Date:08/20/20Judicial Status:Occurred between:14:05:37 08/17/20

Misc Entry: Jill and: 14:05:37 08/17/20

Modus Operandi: Description: Method:

**Involvements** 

Date Type Description

08/20/20

#### **Supplement**

309

Grand Island Police Department Supplemental Report

Date, Time: 8-17-20
Reporting Officer: Sgt Dvorak #309
Unit #: CID

Thomas Foutch is applying to become the new liquor manager for Riverside Golf Club. I reviewed the application, and observed that Thomas Foutch was born in Colorado, and has extensive work and residence history in that State, dating back to 1992. Foutch disclosed that he held a Colorado liquor manager license, at the Denver Press Club, from 2017 to 2020.

Riverside Golf Club is a longstanding Grand Island institution, and has not requested a new liquor manager investigation since 2014.

I searched for Thomas Foutch in Spillman and NCJIS. There is no record of local Spillman contacts, and the only entry in NCJIS was for a valid Nebraska license that was issued on July 24th. It appeared that Foutch only recently moved to Grand Island, which was indicated on his previsous work history. I checked Colorado records, and found that Foutch still posseses a valid Colorado license, and has no convictions of record.

I also checked a Law Enforcement Only database that concentrates more on civil records, lawsuits and bankruptcies. Foutch had no entries in this database. Foutch indicated that he has been self employed, in a consulting business, for about 20 years, in addition to his management position at the Denver Press Club. I tried to contact the Club for comments and/or recommendations regarding Foutch's tenure, but found that the Club is closed, due to Covid, with no timetable for re-opening.

Since Foutch has been residing and working in Colorado for about two decades, it is difficult to obtain pertinent criminal justice information on his past for the purposes of a liquor license investigation. The minor traffic violations that Thomas disclosed did not appear on his drivers history, and were from years previous. No information that I was able to discover would cause concern for this recommendation.

At this time, the Grand Island Police Department has no objection to Thomas Foutch becoming the liquor manager at Riverside Golf Club.

08/20/20



# City of Grand Island

Tuesday, August 25, 2020 Council Session

## Item G-4

#2020-193 - Approving Master Pole Attachment License Agreement between the City of Grand Island and USCOC Nebraska/Kansas LLC

Staff Contact: Tim Luchsinger, Stacy Nonhof

## Council Agenda Memo

**From:** Timothy Luchsinger, Utilities Director

Stacy Nonhof, Interim City Attorney

Meeting: August 25, 2020

**Subject:** Master Pole Attachment License Agreement between the

City of Grand Island and USCOC Nebraska/Kansas LLC

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

USCOC Nebraska/Kansas LLC, (US Cellular) a limited liability registered to do business in Nebraska, has applied for approval to place wireless antenna facilities on City light poles. The agreement follows agreements previously approved by council, which allow private attachments to City's utility poles, with some specific changes to this agreement that were the result of negotiations between the USCOC Nebraska/Kansas LLC and City's Legal, Public Works, and Utilities Departments.

## **Discussion**

The proposed agreement includes an initial five-year term and provides that its attachments to the pole must meet safety and equipment requirements of the Utilities Department. Council is advised that the trend in wireless communications is toward smaller antennas, sometimes referred to as micro cells and distributed antenna systems, for both data backhaul and mobile voice/data services. This trend is fueled by ever-increasing demands for wireless access as well as the industry move toward 5G service, which will be needed to support new technologies such as autonomous cars and the "internet of things." Thus, pole attachment agreements with USCOC Nebraska/Kansas LLC and others will become more commonplace.

## **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 Master Pole Attachment License Agreement between the City of Grand Island and USCOC Nebraska/Kansas LLC.

## **Sample Motion**

Move to approve the Master Pole Attachment License Agreement between the City of Grand Island and USCOC Nebraska/Kansas LLC.



# Master Pole Attachment License Agreement Between

The City of Grand Island

&

USCOC Nebraska/Kansas, LLC

#### NON-EXCLUSIVE MASTER POLE ATTACHMENT LICENSE AGREEMENT

THIS AGREEMENT, made as of \_\_\_\_\_\_, 2020, between the City of Grand Island, hereinafter called LICENSOR, and USCOC Nebraska/Kansas, LLC, a Delaware limited liability company, hereinafter called LICENSEE.

#### WITNESSETH

WHEREAS, LICENSOR is the owner of certain Street Lights or electric distribution poles ("Utility Poles") located within public rights-of-way within the boundaries of the City of Grand Island, Nebraska (the "City"); and

WHEREAS, LICENSEE provides telecommunication services in the territory in which LICENSOR provides electric power; and

WHEREAS, LICENSEE desires to install, maintain, and operate communications and related equipment, conduit, utilities, and appurtenances in or upon certain of LICENSOR'S Street Lights or Utility Poles; and

WHEREAS, LICENSOR and LICENSEE desire to enter into this Agreement to define the general terms and conditions which govern their relationship with respect to particular Sites (as defined herein) at which LICENSOR may wish to permit LICENSEE to install, maintain, and operate its Equipment on said Street Lights or Utility Poles as hereinafter set forth; and

WHEREAS, LICENSOR and LICENSEE acknowledge that they will enter into a site license supplement ("Supplement"), a copy of which is attached hereto as **Exhibit A**, with respect to each particular Site approved by the LICENSOR, as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the adequacy and sufficiency of which is hereby acknowledged, the Parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows

#### ARTICLE I. DEFINITIONS

As used in this Agreement:

- A "Collocation" shall mean the mounting or installation of equipment on a tower, pole, building or other structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.
- B "Engineering Design Standards" shall mean those standards approved by the Licensor's Public Works and Utilities Departments.
- C "Equipment" shall mean messengers, guy strands, aerial wires, cables, amplifiers, associated power supply equipment and other transmission

- apparatus necessary for the proper operation of LICENSEE'S telecommunication system including without limitation cabinets, antennae, utilities and fiber that comprise a Small Cell installation.
- D "Small Cell" shall mean the Equipment attached to LICENSOR'S Street Light or Utility Pole that comprises part of a Network operated by LICENSEE for the provision of Telecommunications Services.
- Ε "Make-Ready Costs" shall mean materials, labor, engineering, supervision, site work, and tree trimming costs required in connection with LICENSEE'S installation or modification of Equipment on a Street Light or Utility Pole. Make-Ready Costs shall include the actual costs of changing out Street Lights or Utility Poles (to the extent LICENSOR will be required to change out Street Lights or Utility Poles under this Agreement), including the cost of installation, temporary construction, and all other necessary construction in accordance with applicable industry and safety standards. In addition, Make-Ready Costs include reimbursement to LICENSOR for its removal of lights and lighting equipment and LICENSOR owned communications and/or security equipment, if any, from existing Street Lights or Utility Poles not being used jointly by LICENSOR and LICENSEE and reinstalling them on replacement Street Lights or Utility Poles installed by LICENSEE for joint use by LICENSOR and LICENSEE. Make-Ready Costs shall be actual and documented costs, with documentation to be provided by LICENSOR to LICENSEE within thirty (30) days of receipt of LICENSEE' S written request. Make-Ready Costs shall not include fees which may be separately charged to LICENSEE pursuant to City Ordinance for plan review, permits, and inspections required in connection with any work to be performed by LICENSEE in LICENSOR'S Right-of-Way or other areas.
- F "Non-Standard Street Light" shall mean any decorative Street Light needed for LICENSEE'S use under this Agreement, whether or not such decorative Street Light is located within a historic district.
- G "Property" shall mean City Right-of-Way within the City as may be approved by LICENSOR pursuant to a fully-executed Supplement.
- H "Right-of-Way" or "ROW" shall mean right-of-way dedicated to the public and accepted by the LICENSOR in trust for public use or acquired in fee by the LICENSOR for purposes of maintaining streets and street improvements, including utility easements platted in the front of platted lots which are permitted for use by utilities other than those operated by LICENSOR. However, the term Right-of-Way does not include any easements acquired by the LICENSOR that are limited to municipal uses only, such as sewer, water, drainage, or other municipal purposes, regardless of whether such easements are acquired through the platting process or any other acquisition (and regardless of whether such easements are referred to elsewhere as Right-of-Way) and shall not include any place or property that does not contain or will not contain Street Lights or Utility Poles owned and maintained by the LICENSOR.

- "Site" shall mean LICENSOR'S Street Light or Utility Pole in the Right-of-Way as may be approved by LICENSOR pursuant to a fully-executed Supplement, licensed to LICENSEE on a non-exclusive basis, and such areas as necessary to provide access for utilities, ingress and egress, and to maintain LICENSEE'S Equipment (to the extent LICENSOR owns and holds control over the property to be used for ingress and egress), as approved in each Supplement to this Agreement.
- "Street Lights" shall mean poles used or to be used for LICENSOR'S lighting in the Right-of-Way as may be approved by LICENSOR in a Supplement. The term Street Lights includes Non-Standard Street Lights; however, the term does not include signal lights, traffic poles, power poles, traffic devices, or light poles for sports fields or arenas, stadium lighting or other lighting of any kind, and does not pertain to poles or other structures owned by others regardless of whether maintained by the LICENSOR for lighting or any other purpose.
- K "Utility Pole" shall mean a City pole that holds cable television or telephone lines or an electric distribution pole and wires that carry approximately 14,000 volts. It shall not include an electric transmission pole and wires that carry 69,000 volts or more.
- L "Telecommunications Services" or "Services" has the same meaning as that term is defined in the United States Code, 47 U.S.C. 153 (53) or any other use authorized by and licensed to LICENSEE by the FCC.

#### ARTICLE II. SCOPE OF AGREEMENT

- A By this Agreement, LICENSOR agrees that LICENSEE may install and maintain its Equipment under the terms and conditions in this Agreement and each applicable Supplement to be entered into from time to time.
- LICENSEE may install and maintain Equipment on LICENSOR'S Street Lights and Utility Poles, with such installations to be limited to replacement when required either due to insufficient loading capacity or space, including separation and clearance requirements established by NESC, or mutual written agreement between the Parties of existing Street Lights or Utility Poles or the use of existing Street Lights or Utility Poles (with all such Street Lights and Utility Poles to be used jointly by LICENSOR and LICENSEE), when feasible or available. However, if such are not available for use or replacement, the Parties acknowledge that this Agreement does not limit any rights LICENSEE may have to install and maintain LICENSEE-owned poles ("LICENSEE Poles") at other locations within LICENSOR'S Right-of-Way, with the design, location, and placement as approved by LICENSOR pursuant to LICENSOR'S Ordinances, the Manual on Uniform Traffic Control Devices (the "MUTCD"), or other regulations then in effect. LICENSOR makes no representation or warranty as to the condition of its existing Street Lights or Utility Poles. Any use of City conduit by LICENSEE shall require a separate mutually-approved agreement with fees, rates and terms between the LICENSOR and LICENSEE.

- C Subject to the provisions of the Agreement, including the proper execution of APPENDIX 1 and 2, LICENSOR hereby issues to LICENSEE, for any lawful Telecommunications Services purpose, a revocable nonexclusive authorization for the attachment of LICENSEE'S Equipment to LICENSOR'S poles within the territory in which both parties now or hereafter operate.
- D No use, however extended, of LICENSOR'S poles or payment of any fees or charges required under this Agreement shall create or vest in LICENSEE any ownership or property rights in said poles, but LICENSEE'S rights therein shall be and remain a mere license. Nothing herein contained shall be construed to compel LICENSOR to construct, retain, extend, place or maintain any facilities not needed for its own service requirements, nor to reconstruct, replace or substitute any facilities damaged, destroyed or discontinued.
- E LICENSEE acknowledges that LICENSOR has heretofore entered into, and may in the future enter into, agreements and arrangements with third parties allowing the attachment of their facilities to the poles covered by this Agreement. LICENSOR agrees that no such agreement or arrangement will, in any way, diminish the scope of the license granted hereby or LICENSEE'S rights hereunder.
- F LICENSEE'S attachment to poles belonging to a third party shall be subject to any restrictions in the Agreement between that third party and LICENSOR authorizing the attachment.

#### ARTICLE III. FEES AND CHARGES

A LICENSEE shall pay to LICENSOR the fees and charges specified in and in accordance with the terms and conditions of APPENDIX 1.

Nonpayment of any amount due under this Agreement shall constitute a default under Article XXV of this Agreement

At the expiration of Initial Term of this Agreement and at the end of each Renewal Term thereafter, LICENSOR may adjust the fees and charges specified in APPENDIX 1 after notice made in writing to LICENSEE not later than sixty (60) days before the end of the then current Term. Any such adjustment shall reflect only changes in LICENSOR'S costs, determined in a manner consistent with the determination of the fees and charges specified in APPENDIX 1 and shall not exceed recurring annual fees established by law applicable law

ARTICLE IV. SPECIFICATIONS

LICENSEE'S fiber, cable, and Equipment shall be placed and maintained in accordance with the requirements and specifications of APPENDIX 2. LICENSOR shall have the right, upon reasonable notice to LICENSEE, to make reasonable changes and amendments to APPENDIX 2, as controlling laws and regulations are revised. Unless different standards are specified herein, the provisions of the

National Electrical Code and the National Electrical Safety Code, and any amendments thereto or replacements thereof, shall be applicable.

Unless otherwise waived in writing by LICENSOR, at LICENSEE'S sole expense, a qualified and experienced professional engineer possessing a valid professional engineer license issued by the State of Nebraska must sign or stamp the construction drawings provided to LICENSOR. LICENSEE must participate in a pre-construction survey and LICENSEE's general contractor may conduct the post-construction inspection and certify that LICENSEE'S Equipment were installed on the identified poles in compliance with the standards APPENDIX 2. The professional engineer's qualifications must include experience performing such work, or substantially similar work, on electric transmission or distribution systems

ARTICLE V. LEGAL AUTHORITY

The parties shall at all times observe and comply with, and the provisions of this Agreement are subject to all laws, ordinances and regulations which in any manner affect the rights and obligations of the parties under this Agreement, so long as such laws, ordinances or regulations remain in effect.

#### ARTICLE VI. ISSUANCE OF LICENSES

- A Before LICENSEE shall replace or make use of any of LICENSOR'S existing Street Lights or Utility Poles within any Property, the Site licensed to LICENSEE shall be as described in the applicable Supplement, as executed by the Parties. LICENSEE shall request permission in writing for each site, which writing shall be made by means of a completed application submitted in compliance with the procedures set forth in this Agreement.
- Notwithstanding the foregoing, LICENSEE may, without submitting an application for a new site, modify or replace all or a portion of Site that is subject to an existing Supplement by making a permit request limited to such modification or replacement, provided: (i) such modification or replacement results in the installation of Equipment within the spaces designated or depicted in the applicable Supplement; (ii) the resulting installation does not increase the load on the applicable Street Light or Utility Pole or the utilization of the Equipment beyond the loading or utilization, if any, that was established in the applicable Supplement; (iii) the new or additional equipment would not be of the type and frequency which would cause harmful interference which is measurable in accordance with then-existing industry standards; (iv) the Equipment would not interfere with the existence and operation of equipment of the LICENSOR or other higher priority users or cause the Site to exceed FCC Radio Frequency ("RF") emission limits; and (v) the new or additional equipment is substantially similar in design, height, width and color. Any request for such permit shall be accompanied by: (a) a certification by a structural engineer licensed in the state of Nebraska that the proposal meets the structural criteria in this Agreement; (b) certification by a professional RF engineer that the new or additional equipment will not cause interference with equipment of LICENSOR or other higher priority users; and (c) current fees for permit and plan review.

- C Following approval of this Agreement, each individual Supplement may be executed by LICENSOR'S Utilities Director and Public Works Director or his/her/their designee(s) after approval of LICENSEE'S application by all applicable City Departments, including any department of LICENSOR that owns or controls property on which LICENSEE Poles would be placed.
- D LICENSEE shall have the non-exclusive right, at its sole cost and expense, to use each Site, as identified in each individual Supplement, for the purpose of constructing, maintaining, repairing, and operating a telecommunications facility and uses incidental thereto, in a manner consistent with the applicable Supplement ("Approved Use").
- Each application must be complete and include the applicable application fee. Twenty (20) days after submission of an application, LICENSOR shall notify LICENSEE whether the application is considered complete or incomplete. If an application is considered incomplete, then LICENSOR shall identify the missing information in writing to LICENSEE and LICENSEE may resubmit the revised application within thirty (30) days. After the application fee has been paid, the LICENSOR shall review the plans and application. After an application is considered complete, LICENSOR shall approve or deny within ninety (90) days. An application may be denied for reasons reasonably related to capacity, safety, reliability, or engineering concerns, or if the LICENSEE Pole or proposed attachment would violate LICENSOR'S Ordinances (including Engineering Design Standards) or other laws of general applicability related to building codes, electrical codes, or related standards, including, but not limited to, height, size, traffic concerns (collectively, the "Code Standards"), zoning, aesthetics (including color and the ability to blend in with historic features in historic districts), or the other requirements of this Agreement. LICENSOR shall document the basis for any denial, including the specific provisions of the Law(s) on which the denial was based (if applicable), and send the documentation (either electronically or by U.S. mail) to the LICENSEE on the day that it denies an application.
- Along with each application, LICENSEE shall furnish LICENSOR detailed construction plans and drawings for each individual Site, together with necessary maps, indicating specifically the Street Light or Utility Pole of LICENSOR to be used jointly by LICENSEE and LICENSOR, the number, size, and character of the Equipment and Equipment to be placed by LICENSEE, replacement of an existing Street Light or Utility Pole, if a replacement is required or requested by LICENSOR or LICENSEE, any LICENSEE Pole(s) which LICENSEE seeks to install, and any new installations for transmission equipment, conduit, pull boxes, and appurtenances. For purposes of this Section, LICENSOR will deliver written notices (including application approval) electronically via the same system used by the LICENSEE to submit the application or construction plans, or separately by email to the contact person listed on LICENSEE'S submission.

- G In a consolidated application for collocation, LICENSEE may submit a request for up to five (5) Sites. The information must be in detail by Site, so that the LICENSOR can readily determine whether additional information is required for an individual Site and review that individual Site expeditiously, rather than reviewing voluminous data to determine which Site the data pertains to. If approved, the Parties shall execute a Supplement for such individual Site or Sites. Upon execution of the Supplement, LICENSEE shall have the right to use the Site, and its contractors may obtain building permits and proceed with the installation work in accordance with the terms of the Supplement and this Agreement.
- H In connection with LICENSEE'S initial installation or subsequent modifications, LICENSEE shall replace Street Lights or Utility Poles, where required, purchase Equipment, have electric, fiber and communications service lines installed at its expense, and otherwise perform all other work at its own expense and in such manner as to not interfere with LICENSOR'S use of the Property or the Site. Such initial installations or subsequent modifications shall comply with Article VIII, below.
- I Except for emergencies, installations and equipment maintenance shall not be scheduled during City events. Installation and maintenance shall also be scheduled to accommodate ongoing or newly completed work in or near the applicable LICENSOR Property, such as protection of newly planted turf or other vegetation in City Parks, newly installed asphalt or sidewalks in Right-of-Way, and other municipal work. In order to avoid such situations, LICENSEE shall provide notice of the planned work at least forty-eight (48) hours in advance and coordinate with the LICENSOR to develop a mutually acceptable schedule for such work.
- J Along with each application, LICENSEE shall submit a non-refundable application fee in the amount of \$500.00 (five hundred dollars) with an additional \$100.00 (one hundred dollars) for each site beyond five (5) in a single application. The application fee shall be \$250.00 (two hundred fifty dollars) for a Utility Pole associated with the collocation of a small wireless facility.
- K The application fees may be increased from time to time, based upon cost studies conducted by LICENSOR to determine a reasonable approximation of the objectively reasonable and non-discriminatory costs incurred by LICENSOR and specifically related to and caused by the application. Such studies, and any adjustments pursuant thereto, shall be subject to the limitations of applicable Laws, including, without limitation, the FCC's Declaratory Ruling and Third Report and Order released September 27, 2018 ("FCC's Order") and other and additional applicable Rules and Regulations of the FCC. Copies of each such study shall be provided to LICENSEE for review so that LICENSEE may, without being obligated to do so, provide LICENSOR with comments regarding the costs detailed by the study and any proposed adjustment to LICENSOR'S fees. Any ordinance changing the then-current application and plan review fees for deployment of equipment on LICENSOR'S Street Lights and Utility Poles shall

be applied on a competitively neutral and non-discriminatory basis, in accordance with applicable Laws, and adopted by City Ordinance. LICENSOR shall provide written notice to LICENSEE of any City Ordinance adjusting such fees.

- L In the event the FCC's Order, rules or regulations is/are reversed or vacated in whole or in part in a final decision issued by a court of competent jurisdiction, or otherwise amended or vacated by the FCC or federal law, the Parties shall negotiate, in good faith, and attempt to reach a mutually agreeable amendment to this Agreement.
- M After an application is approved and construction occurs, LICENSEE will be responsible for any inspection fees as required by LICENSOR so long as such inspection fees are the same as those imposed on other commercial businesses and utilities in the City and are competitively neutral and non-discriminatory basis, in accordance with applicable Laws, and adopted by City Ordinance.
- N LICENSEE shall not authorize third parties to use LICENSOR'S Street Lights or Utility Poles in any manner, and the LICENSOR reserves the sole right to authorize such use by any third parties; provided, however, such use shall not encroach on LICENSEE'S Equipment or other portions of the Site licensed to LICENSEE, or otherwise interfere with LICENSEE'S Approved Use in violation of this Agreement. Both Parties acknowledge that LICENSOR favors and encourages a policy of collocation to minimize the number of new poles in the City.
- O LICENSEE shall not allow third parties to place signs, flags, advertising, or other similar items on the Street Lights, Utility Poles or its Equipment. LICENSEE'S own signage shall be limited to signs, decals, tags, or labels as required by applicable Laws and be shown in the final Construction Drawings approved by LICENSOR.
- P Any replacement Street Lights, Utility Poles and LICENSEE Poles must conform to permitting or review requirements for design or placement which may be required by the LICENSOR with respect to any property in Historic Districts.

#### ARTICLE VII. USE OF AND ACCESS TO SITES

A Pursuant to all of the terms and conditions of this Agreement, and the applicable Supplement, LICENSOR agrees to license to LICENSEE each Site on a non-exclusive basis for the installation, operation, and maintenance of Equipment, together with the non-exclusive right of ingress and egress within the Properties seven (7) days a week, twenty-four (24) hours a day, to and from the Sites; provided; however, LICENSEE provides at least forty-eight (48) hours advance notice to LICENSOR to coordinate access. LICENSOR'S consent to ingress and egress on any property is conditioned upon LICENSOR'S ownership and control of such Property.

- LICENSOR reserves and LICENSEE agrees for LICENSOR, its authorized officers, employees, agents or contractors, to enter and access any Site at any time for the purpose of conducting LICENSOR inspections, maintenance and repairs (including permitting other parties to use the Site to provide services). Without limiting the foregoing, LICENSOR and LICENSEE agree that LICENSOR may, without disturbing LICENSEE's Equipment: (1) inspect any property, Site and equipment for LICENSEE'S compliance with the terms of this Agreement and applicable Supplement; and (2) make repairs, alterations or additions to any Site or maintain or use any Site in any manner not prohibited by the terms of this Agreement or applicable Supplement, all without a claim by LICENSEE for any loss of occupation or use of, or any abatement of the annual fee for use of the applicable Site, except to the extent such claims or damages may be due to, or caused by, the negligence or willful misconduct of the LICENSOR or its employees, contractors or agents. LICENSOR will provide no less than fifteen (15) days' notice to LICENSEE prior to commencing any work described in clause (2) above. Notwithstanding anything in this Agreement to the contrary, LICENSOR may access the Site at any time if it is necessary to protect the safety, health or welfare of the public.
- The primary use and purpose of the ROW is to provide for maintaining streets, street improvements, drainage, and street lighting, and the primary use and purpose of the City Parks Property is to conduct and provide space for public parks, recreational, and community purposes, including, but not limited to, recreational activities and maintaining park aesthetics (each, a "Primary Use"). LICENSOR'S operations take priority over LICENSEE'S use as provided in an approved Supplement. In the event Rights-of-Way are expanded or changed or the configuration of a City Park or its facilities are changed, such that the placement of Street Lights or Utility Poles must be changed, then LICENSEE shall have the option to either (a) move or install the Street Light or Utility Pole with its equipment to a new, mutually agreed upon location on City Property (at the same rental rate), or (b) terminate the Supplement for said Site. LICENSOR shall inform LICENSEE at the earliest possible date of its Plan to eliminate or change the location of the Street Light or Utility Pole subject to this Agreement, but in any event (other than emergencies), no less than ninety (90) calendar days.
- D While performing any construction, installation, maintenance, or repair of its Equipment, LICENSEE shall employ protective measures and devices conforming with City Codes, and any permits required in connection therewith.
- E LICENSEE agrees that the following priorities of use, in descending order, shall apply in the event of communications interference, emergency public safety needs, Site repair or reconditioning, or other conflict while this Agreement is in effect, and LICENSEE'S Approved Use shall be subordinate accordingly:
  - 1. LICENSOR, its employees, agents, and contractors;
  - Public safety agencies, including law enforcement, fire, and ambulance services, that are not related to LICENSOR;

- 3. Other governmental agencies where use is not related to public safety;
- 4. Other licensees (if any) pre-existing on a Site prior to LICENSEE;
- 5. LICENSEE referenced in this Agreement.
- F In the event of any occurrence or event that poses an immediate threat of substantial harm or damage to the health, safety, or welfare of the public and/or the Property or Sites, as solely determined by LICENSOR (an "Emergency Event"), the LICENSOR may take actions the LICENSOR determines are required to address such Emergency Event; provided that promptly after such actions that affect the Sites, and in no event later than seventy-two (72) hours after such actions, LICENSOR gives written notice to LICENSEE of LICENSOR'S emergency actions.
- G If LICENSOR determines that the conditions of the Emergency Event would be benefited by cessation of LICENSEE'S operations, LICENSOR shall notify LICENSEE'S Network Operations Center ("NOC") (at (800) 510\_\_\_\_-6091), and LICENSEE shall immediately cease its operations on the affected Sites, until LICENSOR notifies LICENSEE that the Emergency Event has been resolved and that LICENSEE can resume its Approved Use.
- H If LICENSEE intends to install (or have a third party install) underground electric, telephone, cable or fiber optic lines, or utility equipment, it shall request approval from the LICENSOR, by submitting to LICENSOR'S City Engineer a detailed written plan for such installation, and the installation of any meter pedestals on, over, and/or under the Property and to the Sites as necessary for LICENSEE'S Approved Use. LICENSOR'S City Engineer shall, in its reasonable discretion, notify LICENSEE that it approves, denies, or modifies the plan within sixty (60) calendar days of receipt of the same, and in the case of any denial or modification, LICENSOR shall state the reasons therefor. Failure to respond within sixty (60) calendar days does not create a "deemed acceptance" of the plan. LICENSEE will be required to arrange and pay for such installation.
- LICENSEE must, at the time of application, when any permit request is made, or when a pole is damaged, obtain and submit to LICENSOR a structural engineering study carried out by an independent structural engineer licensed in the State of Nebraska, showing that the Street Light(s) or Utility Pole(s) is (are) able to support the Equipment as well as the equipment used by the LICENSOR or cable or telephone companies. Said study must be signed by an independent structural engineer licensed in the State of Nebraska. If the study finds that any proposed or existing Street Light(s) or Utility Pole(s) is (are) inadequate to support the proposed loads, and the Street Light(s) is (are) not required to be replaced by LICENSOR, LICENSEE shall either replace the Street Light(s), at its cost, or may withdraw the application or terminate the Supplement, as applicable.
- J LICENSEE'S use of the Sites and Property, and its design and installation of its Equipment and LICENSOR'S Street Lights or Utility Poles, to the extent installed

- by LICENSEE, must be in accordance with all applicable Laws including, but not limited to, the Americans with Disabilities Act.
- K Unless and to the extent provided otherwise in the applicable Supplement, LICENSEE shall install or procure electrical and fiber optic lines and equipment at its own expense, and the use of such services will be metered and paid by LICENSEE separately from any electric service or other services obtained and used by LICENSOR for LICENSOR'S Street Lights or Utility Poles.
- LICENSEE shall be permitted at any time during the Term of each Supplement to install, maintain, and provide access to and use of, as necessary (during any power interruption at a Site), a temporary, portable power source to keep LICENSEE'S communications facility operational, along with all related equipment and appurtenances within or on the Site, in such locations as reasonably approved by LICENSOR, and such alternative location on LICENSOR'S property will be made available at no additional cost to LICENSEE so long as such temporary power source and related equipment and appurtenances do not interfere with street maintenance, resurfacing, repair or rehabilitation, or construction or repairs on the applicable Property, impair traffic, impede sight lines, cause a nuisance, or violate generally applicable Ordinances or City Code standards of the LICENSOR then in effect. The expense of any temporary power source and related equipment and appurtenances will be borne by the LICENSEE. If the Property, or alternate property owned and operated by the LICENSOR in the immediate area of the Site, will not accommodate such portable power source, related equipment, and appurtenances, it shall be LICENSEE'S responsibility to locate auxiliary sites and secure any permits or permissions for such other property, at its sole expense. LICENSOR will not be responsible for theft, vandalism, or damage to any such temporary equipment.

## ARTICLE VIII. POLE PLACEMENT, REPLACEMENTS, RESTRICTIONS AND REARRANGEMENTS

- A In the event LICENSOR determines that the space on any pole to which LICENSEE wishes to attach Equipment is required for its exclusive use or that the pole may not reasonably be rearranged or replaced, LICENSOR may refuse attachment of LICENSEE'S Equipment to that pole.
- B In the event LICENSOR determines that any pole to which LICENSEE wishes to attach or install Equipment is inadequate or otherwise needs rearrangement of the existing facilities thereon to support or accommodate the additional facilities of LICENSEE in accordance with the specifications set forth in APPENDIX 2, LICENSOR will indicate on the application (Exhibit A) the changes necessary to provide adequate pole space and the estimated cost thereof to LICENSEE and return the application to LICENSEE. If LICENSEE wishes that such changes be made and returns the application marked to so indicate, LICENSOR will make such changes, including the replacement of inadequate poles, and LICENSEE shall pay LICENSOR the make-ready costs in accordance with the terms of

- APPENDIX 1. LICENSEE shall also reimburse the owner or owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities to accommodate LICENSEE'S Equipment.
- by LICENSOR at LICENSEE'S request, the LICENSEE shall provide the LICENSOR'S replacement Street Light or Utility Pole at LICENSEE'S expense. LICENSEE shall be responsible for initial installation of LICENSEE'S Equipment and electric, fiber and communications services to the Equipment on the Street Light or Utility Pole. Provided LICENSOR confirms, upon inspection, that installation is complete and meets the requirements set forth in this Agreement and the applicable Supplement, LICENSOR will maintain ownership and responsibility for maintenance of the replacement Street Lights and Utility Poles (but not LICENSEE'S Equipment or electric, fiber and communications services for LICENSEE'S Equipment).
- Should LICENSOR need for its own service requirements the space occupied by LICENSEE'S Equipment on any of LICENSOR'S poles, LICENSEE will be notified that it shall either surrender its license for that pole and, at its own expense, vacate the space by removing its Equipment, or it shall authorize LICENSOR to replace the pole at the expense of LICENSEE, in the same manner as stated in the preceding Paragraph (B) covering the replacement or rearrangement of poles when required to accommodate LICENSEE'S Equipment; or, if LICENSOR advises LICENSEE that LICENSEE'S desired Equipment can be accommodated on present poles of LICENSOR by rearranging LICENSOR'S facilities thereon, LICENSEE shall authorize LICENSOR to make such arrangements at the expense of LICENSEE. LICENSEE shall also reimburse the owner or owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities to accommodate LICENSEE'S Equipment. Any strengthening of poles will be provided at the expense of LICENSEE in accordance with the specifications in APPENDIX 2.
- E When LICENSOR receives multiple applications for attachment to any pole that must be replaced or rearranged to provide sufficient space, LICENSOR will, to the extent that it is practical to do so, prorate the common expenses of engineering, rearrangement and replacement, if any, among all the applicants. LICENSEE shall be bound by LICENSOR'S determination as to any such proration of costs to LICENSEE.
- F Whenever it is necessary for LICENSOR to make pole replacements or rearrangements in order to accommodate LICENSEE'S Equipment, LICENSOR will endeavor to have such work performed as soon as is practicable upon consideration of LICENSOR'S service requirements, but only after issuance of the license to, and acceptance of responsibility for make-ready costs by, LICENSEE.

- G LICENSEE shall provide all anchors and guying necessary for its Equipment. If the presence of LICENSEE'S Equipment on LICENSOR'S poles make it necessary for LICENSOR to modify its existing guying or add new guying to its poles, then LICENSOR'S cost of such modifications or additions shall be reimbursed by LICENSEE.
- H When LICENSOR'S facilities occupy space on a pole owned by a third party, LICENSEE shall reimburse LICENSOR for any expense incurred in transferring or rearranging its facilities thereon, if such transfer or rearrangement is the result of LICENSEE'S use or proposed use of said pole.
- I Street Light and Utility Poles, replacement poles, and LICENSEE'S poles shall be of a type, construction, and style generally available in the commercial market as approved by City.
- J All Street Lights or Utility Poles used by LICENSEE under this Agreement, designated as a LICENSOR-owned Street Lights or Utility Poles in the applicable Supplement, including replacement Street Lights or Utility Poles installed by LICENSEE, shall remain the property of LICENSOR; provided, however, installation has been completed, and the Site has been inspected, and found by the LICENSOR to meet the requirements of this Agreement and the applicable Supplement. Any payments made by the LICENSEE for installation or replacement of, or changes to, existing Street Lights or Utility Poles and facilities, conduits, conductor pull boxes, facilities, or appurtenances which are the property of LICENSOR shall not entitle LICENSEE to ownership of any of said infrastructure.
- K All Equipment and conduits, conductor pull boxes, cabinets, meters, pedestals, facilities, or appurtenances shall be designed and installed within, adjacent to, or upon the Street Light or Utility Pole, only in accordance with the Construction Drawings as approved by LICENSOR, and designed and installed in compliance with LICENSOR'S Ordinances or other Code Standards. If any Equipment or facilities are placed adjacent to the Street Lights or Utility Poles, such Equipment and facilities must comply with the design and other requirements as provided by the City, to the reasonable satisfaction of LICENSOR. To the extent technically feasible, design and installation of Street Lights and Utility Poles must provide for secure access to both LICENSEE and LICENSOR equipment.

#### ARTICLE IX. CONSTRUCTION AND MAINTENANCE OF FACILITIES

A LICENSEE shall, at its own expense, make and maintain its Equipment in a safe condition and in thorough repair, and in a manner reasonably acceptable to LICENSOR, and so as not to conflict with the use of LICENSOR'S poles by LICENSOR or by other authorized users thereof, or interfere with other facilities thereon or which may from time to time be placed thereon. If reasonably necessary to satisfy any of the above conditions, LICENSEE shall, upon thirty (30) days' notice from LICENSOR and at its own expense, relocate or replace its facilities on LICENSOR'S poles, or transfer them to substituted poles, or perform

any other work in connection with its facilities that may reasonably be required by LICENSOR; provided, however, that in cases of emergency, LICENSOR may arrange to relocate or replace the Equipment placed on its poles by LICENSEE, transfer them to substituted poles or perform any other work in connection with LICENSEE'S Equipment that may be required in the maintenance, replacement, removal or relocation of LICENSOR'S poles or of the facilities thereon, or which may be placed thereon, or for the service needs of LICENSOR, and LICENSEE shall reimburse LICENSOR for the expense thereby incurred; provided further, however, that LICENSEE shall have no obligation to relocate, replace, or transfer its facilities solely to accommodate the service needs of any person other than LICENSOR, unless such person shall make arrangements, satisfactory to LICENSEE, to reimburse LICENSEE for such work.

B All tree trimming required on account of LICENSEE'S Equipment shall be done by LICENSEE at its sole risk and expense and in a manner satisfactory to LICENSOR. The parties may agree that LICENSOR shall conduct tree trimming and be reimbursed by LICENSEE.

#### ARTICLE X. TERMINATION OF LICENSES

- A Upon notice from LICENSOR to LICENSEE that the use of any pole is not authorized by Federal, State, County or Municipal authorities or private property owners, the license covering the use of such pole shall immediately terminate and shall be surrendered and LICENSEE shall remove its fiber, Equipment at once from the affected pole or poles at LICENSEE'S expense.
- B LICENSEE may at any time remove its facilities from any pole of LICENSOR but shall immediately give LICENSOR written notice of such removal and surrender of License in the form of Exhibit B attached hereto and made a part hereof. If LICENSEE surrenders its license for a pole but fails to remove its facilities from that pole, LICENSOR shall have the right, upon reasonable notice, to remove LICENSEE'S Equipment at LICENSEE'S expense and without any liability on the part of LICENSOR for damage or injury to LICENSEE'S Equipment. In the event that LICENSEE'S fiber, Equipment shall be removed from any pole as provided by this Article, no attachment shall again be made to such pole unless LICENSEE shall have first complied with all of the provisions of this Agreement as though no such attachment had previously been made. Upon removal of LICENSEE'S Equipment from the pole for a particular license, there shall be no further obligations, including recurring rental payments, for LICENSEE regarding such license.
- C LICENSOR shall have the right, upon written notice, to terminate the license for a particular pole:
  - If, in LICENSOR'S sole judgment, its service needs require full utilization of that pole; or

2. If changes in the physical facilities, space or location requirements or service requirements of LICENSOR render such poles inadequate to support the facilities of LICENSEE; provided, however, that in such event LICENSEE may request the substitution of suitable poles upon the same terms and conditions as would be applicable under ARTICLE VII.

#### ARTICLE XI. INSPECTIONS OF LICENSEE'S INSTALLATIONS

- A LICENSOR reserves the right to make periodic inspections of any part of the fiber, cable, equipment and facilities of LICENSEE on its poles, and LICENSEE shall reimburse LICENSOR for the expense of such inspections. Inspections will be made no more than once a year and only upon notice to LICENSEE unless, in LICENSOR'S judgment, such inspections are required for reasons involving safety or are required because of LICENSEE'S violation of the terms of this Agreement. The charge for the inspection shall be in accordance with the terms and conditions of APPENDIX 1. The making of such inspections or the failure to do so shall not operate to relieve LICENSEE of any responsibility, obligation or liability assumed under this Agreement.
- If any fiber, cable, equipment and facilities of LICENSEE shall be found on a pole for which no license is outstanding, LICENSOR, without prejudice to its other rights or remedies under this Agreement or otherwise, may (1) impose a charge, and (2) require LICENSEE to remove such fiber, cable, equipment and facilities forthwith or LICENSOR may remove them without liability and the expense of removal shall be borne by LICENSEE; provided, however, that if LICENSEE shall forthwith make application for a license in the form of Exhibit A hereto, LICENSOR will not require such removal unless necessary for LICENSOR'S service requirements and, except in the case of an emergency, will not remove LICENSEE'S Equipment without first giving thirty (30) days notice to LICENSEE. For the purpose of determining the charge, absent satisfactory evidence to the contrary, the unlicensed use shall be treated as having existed for a period of two (2) years prior to its discovery or for the period beginning with the date of this Agreement, whichever period shall be the shorter; and the fee, at the appropriate rate as shown in APPENDIX 1, for each year and for any portion of a year contained in such period, shall be due and payable forthwith. Any such fee imposed by LICENSOR shall be in addition to its rights to any other sums due and payable and to any claims or damages under this Agreement or otherwise. No act or failure to act by LICENSOR with regard to said fee or said license shall not operate retroactively or constitute a waiver by LICENSOR of any of its rights or privileges under this Agreement or otherwise.

#### ARTICLE XII. INDEMNIFICATION

LICENSEE shall defend, indemnify and hold LICENSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the LICENSEE, its employees, contractors or agents, except to the extent such claims or damages may be due to,

or caused by, the negligence or willful misconduct of the LICENSOR, or its employees, contractors or agents.

LICENSOR shall defend, indemnify and hold LICENSEE harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the LICENSOR, its employees, contractors or agents, except to the extent such claims or damages may be due to, or caused by, the negligence or willful misconduct of the LICENSEE, or its employees, contractors or agents.

A LICENSOR shall exercise precaution to avoid damaging the communication fiber of the LICENSEE and shall make an immediate report to the LICENSEE of the occurrence of any such damage caused by its employees, agents or contractors. LICENSOR agrees to reimburse the LICENSEE for all reasonable costs incurred by the LICENSEE for the physical repair of such facilities damaged by the negligence of LICENSOR; provided, however, LICENSOR shall not be liable to LICENSEE for any interruption of LICENSEE'S service or for interference with the operation of LICENSEE'S communication/education fiber, or for any special, indirect, or consequential damages.

LICENSEE shall exercise precaution to avoid damaging the facilities of LICENSOR and of others attached to poles or anchors and shall make an immediate report to the owner of facilities so damaged; and LICENSEE assumes all responsibility for any and all direct loss and from such damage caused by LICENSEE'S employees, agents or contractors.

- B LICENSEE shall indemnify, protect and save harmless the LICENSOR from any and all damages and costs, including reasonable attorney fees, incurred by the LICENSOR as a result of acts by the LICENSEE, its employees, agents or contractors, including but not limited to the cost of relocating poles, anchors or guys resulting from a loss of right-of-way or property owner consents and/or the cost of defending those rights and/or consents.
- C The LICENSEE shall indemnify, protect and save harmless the LICENSOR from any and all claims, demands, causes of actions and costs, including attorney fees, for damages to property and injury or death to persons, including but not limited to payments under any Workmen's Compensation Law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the erection, maintenance, presence, or use or removal of LICENSEE'S Equipment or by their proximity to the facilities of other parties attached to a pole or anchor, or by any act or omission of the LICENSEE'S employees, agents or contractors on or in the vicinity of the LICENSOR'S poles, anchors or guys.
- D The LICENSEE shall indemnify, protect and save harmless the LICENSOR from any and all claims, demands, causes of action and costs, including attorney fees, which arise directly or indirectly from the construction and operation of LICENSEE'S Equipment, including but not limited to taxes, special charges by others and from and against all claims, demands and costs, including attorney

fees, for infringement of patents with respect to the manufacture, use and operation of LICENSEE'S Equipment in combination with poles, anchors, guys or otherwise.

E LICENSEE shall promptly advise the LICENSOR of all claims relating to damage of property of injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, from the erection, maintenance, repair, replacement, presence, use or removal of the LICENSEE'S Equipment.

#### ARTICLE XIII. INSURANCE

aggregate

A LICENSEE shall obtain and maintain insurance, including endorsements insuring the indemnification provisions of this Agreement, issued by an insurance carrier with an A- VII or better AM Best rating to protect the LICENSOR and joint user from and against all claims, demands, causes of actions, judgments, costs, including attorney fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in this Agreement including ARTICLE XI preceding.

The amount of such insurance:

Insurance Coverage  1. Worker's Compensation  Statutory	Limits
Employer's Liability:  a. Bodily Injury by Accident accident b. Bodily Injury by Disease limit c. Bodily Injury by Disease employee	\$ 500,000 each \$1,000,000 policy \$ 500,000 each
Comprehensive Automobile	
<ul> <li>a. Bodily Injury and Property</li> <li>Damage Combined Single Limit</li> </ul>	\$1,000,000
Comprehensive General Liability	
a. Bodily Injury and Property person	\$1,000,000 each
Damage Combined	\$2,000,000

- B LICENSEE shall submit annually to LICENSOR a certificate of insurance. Licensee will not cancel any such policy of insurance issued to LICENSEE except after 30 written notice to LICENSOR.
- C All insurance required in accordance with (B) and (C) preceding must be effective before LICENSOR will authorize attachment to a pole and/or anchor, utilization of an anchor/guy strand or occupancy of a conduit system and shall remain in force until such LICENSEE'S Equipment have been removed from all such poles, anchors, or conduit systems. In the event that the LICENSEE shall fail to maintain the required insurance coverage, LICENSOR may consider it a default to the Agreement subject to the language in Article XXV.

#### ARTICLE XIV. LICENSE NOT EXCLUSIVE

Nothing herein contained shall be construed as a grant of any exclusive license, right or privilege to LICENSEE. LICENSOR shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any poles covered by this Agreement.

#### ARTICLE XV. TERMINATION.

Notwithstanding anything to the contrary contained herein, provided LICENSEE is not in default hereunder beyond applicable notice and cure periods, LICENSEE shall have the right to terminate each Supplement after the Commencement Date for any reason or no reason, provided that three (3) months' prior written notice is given to LICENSOR. However, no refund will be issued by the LICENSOR for the year in question. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each Party to the other thereunder, and LICENSEE'S obligation to remove its Equipment, conduits, and all personal property from LICENSOR'S Site and Property and restore the Site and Property as provided in this Agreement.

#### ARTICLE XVI. INTERFERENCE

A LICENSEE, in the performance and exercise of its rights and obligations under this Agreement and any Supplement, agrees to install Equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then-existing industry standards, or physically interfere in any manner with the equipment of any higher priority users including, but not limited to, the existence and operation of any and all public and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, traffic signals, communication facilities, cable television, location monitoring services, public safety and other then-existing telecommunications equipment, utility or any municipal property. In the event any LICENSEE Equipment causes interference, and after LICENSOR has notified LICENSEE of such interference by a written communication and a call to LICENSEE'S NOC (at (800) 510-6091), LICENSEE will take all

- commercially reasonable steps necessary to correct and eliminate the interference including, but not limited to, at LICENSEE'S option, powering down the interfering equipment and later powering up the interfering equipment for intermittent testing. The LICENSEE agrees to cooperate with subsequent users of the Property to resolve issues affecting interference with signals.
- The LICENSOR agrees that after the LICENSEE has attached Equipment to a specific Site, other tenants, LICENSEEs, or Street Light or Utility Pole users who currently have or in the future take possession of space at the Site, with the exception of any higher priority users, will not be permitted to install new or additional equipment that is of the type and frequency which would cause harmful interference which is measurable in accordance with then-existing industry standards to the then-existing Equipment of LICENSEE or otherwise interfere with the existence and operation of equipment of higher priority users. More specifically, the LICENSOR will attempt to require each subsequent user to provide the LICENSOR with either of the following: (a) a radio frequency interference study carried out by an independent professional radio frequency engineer ("Independent RF Engineer") approved by the LICENSOR showing that such subsequent user's proposed use will not interfere with any existing. licensed communications facilities, LICENSOR'S licensed and unlicensed communications facilities, or other higher priority users, if any; or (b) a certificate of compliance from a professional radio frequency engineer employed by or chosen by the subsequent user verifying that the installation by the subsequent user, along with LICENSEE'S Equipment, will result in signals that are in compliance with then-existing RF emission requirements of the FCC and that such user's equipment will not cause interference with LICENSOR'S, LICENSEE'S or any other third party's existing use of the Street Light or Utility Pole on the Site or Property.
- C LICENSOR does not warrant that LICENSEE will be free from interference caused by third parties. LICENSOR'S obligation with respect to interference by third parties is limited to requiring compliance with the above criteria. However, in the event the LICENSEE claims interference by a subsequent user or a user with higher priority claims interference is caused by the LICENSEE, the LICENSOR may attempt to facilitate discussions between the parties. Otherwise, the LICENSEE must engage in dispute resolution with such other user (including court action if necessary) and hire its own experts as needed to resolve the issue.
- D Where agreed by LICENSEE and any other user(s), determinations as to the occurrence of harmful interference may be made by an Independent RF Engineer, which agreement would also address the party responsible for the costs of the Independent RF Engineer's analysis. If additional dispute resolution is necessary, LICENSOR shall encourage the affected parties to resolve the dispute as quickly and efficiently as possible, at no cost to the LICENSOR.

ARTICLE XVII. REMOVAL AT END OF TERM

LICENSEE shall, upon expiration of the Term of a Supplement, or within ninety (90) calendar days after any earlier termination, remove its Equipment, conduits, fixtures, and all personal property and restore the Site to its original condition, reasonable wear and tear and damage by fire or other casualty or third parties excepted. LICENSOR agrees and acknowledges that all of the Equipment, conduits, fixtures, and personal property of LICENSEE shall remain the personal property of LICENSEE, and LICENSEE shall have the right to remove the same at any time during the Term. All Street Lights and Utility Poles, conduit, and pole boxes of LICENSOR are and shall remain the property of LICENSOR. If at such time for removal LICENSEE fails to remove its Equipment, LICENSEE shall pay rent at 150% of the then-existing yearly rate, or the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antenna structure. fixtures, and all personal property are completed. However, if LICENSEE'S Equipment, conduits, fixtures, and all personal property are not removed within six (6) months of expiration of the Term of a Supplement, or any earlier termination, and are not thereafter removed within sixty (60) calendar days of LICENSOR'S written notice to LICENSEE that such items have not yet been removed, such items shall automatically become the property of LICENSOR, and LICENSOR shall dispose of such items as it desires without any compensation to LICENSEE.

#### ARTICLE XVIII. NO REPRESENTATION OR WARRANTY

- A LICENSOR makes no representation or warranty regarding the condition of its title to the Property or its right to grant to LICENSEE use or occupation thereof under this Agreement. The license granted herein is "AS IS, WHERE IS." LICENSEE is entering into this Agreement, and LICENSEE'S use of the Property is subject to LICENSEE'S own investigation and acceptance. LICENSEE'S rights granted pursuant to this Agreement are subject and subordinate to all limitations, restrictions, and encumbrances relating to LICENSOR'S interest in the Property that may affect or limit LICENSOR'S right to grant those rights to LICENSEE. This Agreement is not an Easement and does not create or grant any rights to LICENSEE except as stated herein.
- B . LICENSOR makes no representations or warranties regarding the suitability, condition or fitness of any Street Light, Utility Pole or Site for the installation, maintenance or use of LICENSEE'S equipment. LICENSEE and LICENSOR acknowledge and agree that existing future improvements, adjacent to or within the proximity of the Site, may interfere, block or degrade any radio or other wireless communication facility's signal transmitted from or received at such Site by LICENSEE, and LICENSEE expressly waives and releases LICENSOR from any liability or loss that LICENSEE may incur as a result thereof, except to the extent that any such interference, blocking or degradation results from the acts or omissions of LICENSOR. The fee shall not be abated as a result of any interference, blocking or degradation.

LICENSEE hereby waives any right of recovery from and affirmatively releases LICENSOR, its agents, officers, employees or contractors from any and all claims, liabilities, losses, damages or loss of property or revenue from any cause whatsoever

regarding any Site, specifically including, without limitation, damage, if any, resulting from LICENSOR'S maintenance operations adjacent to any Site or from vandalism or unauthorized use of any Site, except as such damage is solely caused by the negligence or willful misconduct of LICENSOR, its agents, officers, employees or contractors during the course of performing their official duties.

C LICENSEE shall take reasonable precautions against damage to or unauthorized use of any Site.

#### ARTICLE XIX. ASSIGNMENT

This Agreement and each Supplement, including any rights, privileges and obligations thereunder, under it may be sold, assigned, or transferred by the LICENSEE without any approval or consent of the LICENSOR to the LICENSEE'S principal, affiliates, subsidiaries of its principal, or to any entity which acquires all or substantially all of LICENSEE'S assets in the market defined by the FCC in which the Sites are located by reason of a merger, acquisition or other business reorganization. LICENSEE shall provide written notice of any such sales, assignments, or transfers within sixty (60) calendar days thereof. As to other circumstances, this Agreement and each Supplement may not be sold, assigned, or transferred without the prior written consent of LICENSOR, not to be unreasonably withheld, conditioned, or delayed.

#### ARTICLE XX. TERMINATION OF AGREEMENT

If a Party shall fail to comply with any of the terms or conditions of this Agreement or default in any of its obligations under this Agreement, the non-breaching Party shall provide the noncomplying Party written notice of such noncompliance or default. After receipt of such written notice, the non-complying Party shall have thirty (30) days in which to cure any non-compliance or default; provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the defaulting Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Delay in curing an alleged failure to perform will be excused if due to causes beyond the control of the Party against whom the failure to perform has been alleged. If non-complying Party shall fail to cure or correct, the non-defaulting or non-complying Party may, at its option, forthwith terminate this Agreement and all licenses granted hereunder, or the licenses covering the poles as to which such default or noncompliance shall have occurred

LICENSOR shall have the right to terminate this entire Agreement or individual licenses granted hereunder:

- 1. If the LICENSEE'S Equipment are maintained or used in violation of any law or in aid of any unlawful act or understanding; or
- If any permit or other authorization which may be required by any governmental authority for the operation or maintenance of LICENSEE'S

fiber, cables, wire, equipment and facilities on LICENSOR'S poles is revoked, denied, or not granted before the date when possession of such permit or authorization becomes a condition of continued operations; or

- If LICENSEE defaults under ARTICLE IV.
- B LICENSEE may terminate this Agreement at any time by removing its facilities from all of LICENSOR'S poles, as provided in ARTICLE IX (B).

#### ARTICLE XXI. TERM OF AGREEMENT

This Agreement shall, unless terminated in accordance with its provisions, continue in effect for an initial term of five (5) years. The Agreement shall automatically extend for up to two (2) additional terms of five (5) years each (each, a "Renewal Term"), upon a continuation of all the same provisions hereof, unless either Party gives the other Party written notice of terminating Party's intention to terminate the Agreementat least sixty (60) days before the expiration of the Initial Term or any Renewal Term.

Each Supplement shall commence upon the last signature on the Supplement ("Commencement Date") and shall run concurrently with this Agreement unless earlier terminated pursuant to terms of this Agreement.

#### ARTICLE XXII. NOTICES

Notices under this Agreement may be given by posting the same in first class mail to the LICENSEE as follows:

Attn: Legal and Regulatory Affairs 8410 West Bryn Mawr Chicago, IL 60631 E-mail: legaldept@uscellular.com

and to the LICENSOR as follows: Utilities Director City of Grand Island 1306 W 3<sup>rd</sup> StGrand Island, NE 68801

With a copy to:

Legal Department P.O. Box 1968 Grand Island, NE 68802-1968

ARTICLE XXIII. PUBLIC RECORDS

This Agreement and all Supplements thereto are subject to disclosure as public records under Nebraska law. To the extent permissible under Nebraska law, LICENSEE may identify information, such as trade secrets, proprietary financial records, customer information, or technical information, submitted to the LICENSOR as confidential. LICENSEE shall prominently mark any information for which it claims confidentiality with the word "Confidential" on each page of such information prior to submitting such information to the LICENSOR. The LICENSOR shall treat any information so marked as confidential until the LICENSOR receives any request for disclosure of such information. Within three (3) days of receiving any such request. the LICENSOR shall provide LICENSEE with written notice of the request. LICENSEE shall have three (3) days within which to provide a written response to the LICENSOR, before the LICENSOR will disclose any of the requested confidential information. In the event the LICENSOR provides its notice to the LICENSEE more than three (3) days after receipt of a public information request, LICENSOR will extend the period for responding to the public information request, such that the LICENSEE will have three (3) days to respond. The LICENSOR retains the final discretion to determine whether to release the requested confidential information, in accordance with applicable laws.

#### ARTICLE XXIV. DEFAULT

In the event there is a breach by a Party with respect to any of the provisions of this Agreement or a Supplement, or its obligations hereunder or thereunder, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach; provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Delay in curing an alleged failure to perform will be excused if due to causes beyond the control of the Party against whom the failure to perform has been alleged. A Party's failure to cure a breach within the time period set forth herein shall constitute a "Default."

#### ARTICLE XXV. REMEDIES

A In the event of a Default by either Party, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such Default, the non-defaulting Party may terminate this Agreement and/or the applicable Supplement and may pursue any remedy now or hereafter available to the non-defaulting Party under applicable laws or under the judicial decisions of the State of Nebraska. Further, upon a Default, the non-defaulting Party may, at its option (but without an obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf including, but not limited to, the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party within forty-five (45) days of invoice therefor.

B The Parties acknowledge that there may not be an adequate remedy at law for noncompliance with various provisions of this Agreement, and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

#### ARTICLE XXVI. ENVIRONMENTAL

LICENSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment. In the event that LICENSEE encounters any hazardous substances that do not result from its activities, it shall immediately provide written notice to LICENSOR of such condition. LICENSOR hereby represents and warrants to LICENSEE that, to the best of LICENSOR's knowledge, LICENSOR has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance upon the Premises, and that LICENSOR has no knowledge of such uses historically having been made of the Premises or such substances historically having been introduced thereon.

#### ARTICLE XXVII. CASUALTY

In the event of damage by fire or other casualty to any Site that cannot reasonably be expected to be repaired within forty-five (45) days following the same or which LICENSOR elects not to repair, or if the Site is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE'S operations at the Site for more than forty-five (45) days, then LICENSEE may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Site, terminate the Supplement upon fifteen (15) days' prior written notice to LICENSOR. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement. The rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE'S Approved Use of the Site is impaired.

#### ARTICLE XXVIII. FORCE MAJEURE

Notwithstanding any other provision of this Agreement, neither LICENSOR nor LICENSEE shall be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement or any Supplement, due to an event or events reasonably beyond the ability of LICENSEE or LICENSOR to anticipate and control. "Force majeure" includes, but is not limited to, acts of God, incidences of terrorism, war or riots, labor strikes or civil disturbances, earthquakes, fire, floods, explosions, epidemics and tornadoes.

#### ARTICLE XXIX. NO INTEREST IN PROPERTY

Nothing herein shall be deemed to create a lease, or grant an easement of any property, or grant any interest in any Site, other than a real property license to use the applicable Site, revocable as set forth herein.

#### ARTICLE XXX. NOT AGENT OF LICENSOR

Nothing in this Agreement or any acts of LICENSEE shall authorize LICENSEE or any of its employees, agents or contractors to act as an agent, contractor, joint venturer or employee of LICENSOR for any purpose.

#### ARTICLE XXXI. RESERVATION OF RIGHTS

LICENSEE understands, acknowledges and agrees that any and all authorizations granted to LICENSEE under this Agreement and individual Supplement are non-exclusive and shall remain subject to all prior and continuing regulatory and proprietary rights and powers of LICENSOR to regulate, govern and use LICENSOR property, as well as any existing encumbrances, deeds, covenants, restrictions, easements, dedications and other claims of title that may affect LICENSOR'S property. LICENSOR and LICENSEE agree that nothing contained in, or contemplated by, this Agreement or individual Supplement is intended to confer, convey, create or grant to LICENSEE any perpetual interest in any LICENSOR Site or in any of LICENSOR'S Rights-of-Way.

#### ARTICLE XXXII. MISCELLANEOUS

- A This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises, and understandings between the LICENSOR and the LICENSEE regarding this transaction, and no oral agreement, promises, or understandings shall be binding upon either the LICENSOR or the LICENSEE in any dispute, controversy, or proceeding. This Agreement and Supplements may not be amended or varied except in a writing signed by both Parties. This Agreement and Supplements shall extend to and bind the permitted successors and assigns of the parties hereto. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement, or to exercise any of its rights hereunder, shall not waive such rights, and such Party shall have the right to enforce such rights at any time.
- B The performance of this Agreement and each Supplement shall be governed, interpreted, construed, and regulated by the laws of Nebraska without reference to its choice of law rules.

Venue and jurisdiction for disputes arising under this Agreement shall be in the District Court of Hall County, Nebraska or the United States District Court for the District of Nebraska, as applicable

C LICENSEE shall construct, install, operate and maintain its Equipment at each Site in accordance with all applicable federal, state and local governmental laws, rules and regulations now in existence or as hereafter enacted or amended.

ARTICLE XXXIII. CONDEMNATION

If the whole or any part of any Property or Site shall be taken by any public authority under the power of eminent domain, or is sold to any entity having the power of eminent domain under threat of condemnation, then the term of the applicable Supplement shall cease as of the date of the granting of the petition or the date of the closing. All rentals payable or paid to said termination date shall be paid to, or retained by, LICENSOR. Any award, compensation, or damages shall be paid to and be the sole property of LICENSOR, but nothing herein shall preclude LICENSEE from claiming against the condemning authority with respect to moving expenses and loss of personal property and, if applicable, receiving an award therefor from the condemning authority.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in

duplicate as of the day and year	ar first written above.
WITNESS (ATTEST)	BY Title
WITNESS (ATTEST)	CITY OF GRAND ISLAND, NEBRASKA,
	BY Roger G. Steele, Mayor

Exhibit A

## **APPLICATION AND SITE LICENSE**

*Pole Attachment	
Application No.	
Date	(LICENSEE)
	(Street Address)
	(City and State)
CITY OF GRAND ISLAND UTILITIES DEPAR	RTMENT:
In accordance with the terms and continuous Agreement between the City of Grand dated, application is heattach telecommunications Equipment to Straites (pole locations).	ereby made for a nonexclusive license to
Pole Location:  Equipment to be attached:  Description of requested attachment:	
Pole Location:	
Pole Location:  Equipment to be attached:  Description of requested attachment:	
USE ADDENDUM SHEET FOR ADDI	TIONAL LOCATIONS
	(LICENSEE)
Ву:	
Title:	:
Phone Number:	

28

\* Individual applications to be numbered in sequential ascending order by License. Supplemental License Number \_\_\_\_\_ is hereby granted to attach the Equipment described in this application to \_\_\_\_\_ poles at the Sites set forth. 1. Non-Exclusive Master License Agreement. This Supplement is a Supplement as referenced in that certain Non-Exclusive Master License Agreement between LICENSOR and LICENSEE. All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification, or inconsistency between the terms of the Agreement and this Supplement, the terms of the Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein. Site. LICENSOR hereby licenses to LICENSEE certain spaces on and within LICENSOR's Property and/or Street Light and Utility Poles in accordance with the Application and Construction Plans approved by LICENSOR Notwithstanding the foregoing, LICENSOR makes no representations or warranties to LICENSEE with regard to the condition or structural capacity of LICENSOR's Street Light or Utility Pole. LICENSEE acknowledges and agrees that LICENSOR delivers the Site and Street Light or Utility Pole for LICENSEE's use in its current "AS IS, WHERE IS" condition. Term. The Commencement Date and Term of this Supplement shall be as set forth in the Agreement. Annual Fee. Annual fee for this Supplement shall be as provided in the Agreement, payable in annual installments. ALL FEE PAYMENTS MUST PROMINENTLY IDENTIFY THE AGREEMENT. 5. Site Specific Terms. (Include any Site-specific terms) USCOC Nebraska/Kansas, LLC CITY OF GRAND ISLAND (LICENSEE) (LICENSOR) By: Title: Title: Utilities Director Date: \_\_\_\_\_ Date:

## ADDENDUM TO SUPPLEMENTAL APPLICATION

Pole Location:
Equipment to be attached:
Equipment to be attached:
Pole Location:  Equipment to be attached:
Equipment to be attached:
Description of requested attachment:
Pole Location:  Equipment to be attached:  Description of requested attachment:
Equipment to be attached:
Description of requested attachment:
Pole Location:
Pole Location:  Equipment to be attached:
Description of requested attachment:
Pole Location:
Equipment to be attached:
Pole Location:  Equipment to be attached:  Description of requested attachment:
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Pole Location:  Equipment to be attached:
Description of requested attachment:
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Pole Location:
Equipment to be attached:
Description of requested attachment.
Pole Location:
Equipment to be attached:
Description of requested attachment:
· · ·
Pole Location:
Equipment to be attached:
Description of requested attachment:

## NOTIFICATION OF POLE ATTACHMENT ABANDONMENT

* Abandonment Notice No		
Date		
(LI	ICENSEE)	
(St	treet Address)	
(Ci	ity and State)	
CITY OF GRAND ISLAND UTILITIES DEPARTME	ENT:	
In accordance with the terms and condition us, dated, notification is hattachments of communications equipment as lister		
Pole Location:		
Pole Location:		
Pole Location:		
(Use additional sheet (s) for additional locations)		
(LI	ICENSEE)	
Ву:		
Title:		
Phone Number:		
<u>CITY OF GRAND ISLAND UTILITIES DEPARTMENT</u> (LICENSOR)		
Ву:		
Title:		
Phone Number:		

<sup>\*</sup>Individual abandonment notifications to be numbered in sequential ascending order by LICENSEE.

Pole Location:
Pole Location:
Pole Location:
Pole Location:
Pole Location:
Pole Location:
Pole Location:
Pole Location:

#### **APPENDIX 1**

#### SCHEDULE OF FEES AND CHARGES

THIS APPENDIX 1 is, from the effective date hereof, an integral part of the License
Agreement between the City of Grand Island, herein called LICENSOR, and,
therein called LICENSEE, dated, 20 (hereinafter called the
Agreement), and contains the fees and charges governing the use of LICENSOR'S poles
to accommodate the fiber, cable, wire equipment and facilities of LICENSEE in the
territory in which both parties hereto now or hereafter operate. The effective date of this
APPENDIX 1 is

#### POLE ATTACHMENTS

- 1. ATTACHMENT FEE: As determined by the most current Fee Schedule for the City of Grand Island.
  - a. <u>Computation:</u>

For the purpose of computing the total attachment fees due hereunder, the total fee shall be based upon the number of poles to which attachments are actually made, on the first day of June and the first day of December of each year. The first advance payment of the annual charge for Licenses granted under this Agreement shall be prorated from the date that the attachment is made to the pole to the first regular payment date.

b. Payment Amount:

The annual rate to collocate on a City-owned pole is \$20.00 (twenty dollars) per pole per year.

c. Payment Date:

Attachment fees shall be due and payable semiannually, in advance, on the first day of January for the first half of the calendar year next preceding, and on the first day of July for the last half of the calendar year. Failure to pay such fees within 20 days after presentment of the bill therefore or on the specified payment date, whichever is later, shall constitute a default of this Agreement.

#### d. Termination of License:

Upon termination or surrender of a license granted hereunder, the applicable attachment fee shall be prorated for the period during which the attachment was made to LICENSOR'S pole during the final semiannual period and shall be credited to LICENSEE; provided, however, that there shall be no proration of an attachment fee if the license is terminated as a result of any act or omission of LICENSEE in violation of this Agreement.

#### OTHER CHARGES

#### a. Computation:

- (1) All charges incurred by LICENSOR as a result of inspections, engineering, rearrangements, removals of LICENSEE'S facilities from LICENSOR'S poles and any other work performed for LICENSEE shall be based upon the full cost and expense to LICENSOR for performing such work plus the appropriate current overhead rate on the costs incurred in performing such work for LICENSEE. The cost to LICENSOR shall be determined in accordance with the regular and customary methods used by LICENSOR in determining such costs.
  - (2) The charge for replacement of poles shall include the entire non-

betterment cost to LICENSOR, including the increased cost of larger poles, sacrificed life value of the poles removed, cost of removal less any salvage recovery and the cost of transferring LICENSOR'S facilities from the old to the new poles.

### b. Payment Date:

All bills for such other charges shall be p	payable upon presentment to LICENSEE,
and shall be deemed delinquent if not	paid within 30 days after presentment to
LICENSEE.	
DATED:	_
WITNESS (ATTEST)	BY
	Title:
WITNESS (ATTEST)	CITY OF GRAND ISLAND, NE
	A Municipal Corporation
	BY
	Title: Mayor

# APPENDIX 2 ATTACHMENTS TO POLES

THIS APPENDIX 2 is, from the effective date	e hereof, an integral part of the
License Agreement (hereinafter called the Agreeme	ent) between the City of Grand Island,
therein called LICENSOR, and, the	rein called LICENSEE, dated
, 20, and contains certain minimum requi	irements and specifications governing
the attachment of fiber, Equipment of LICENSEE (	sometimes called Attachments in this
Appendix) to poles of LICENSOR in the territory	in which both parties hereto now or
hereafter operate. The effective date of this Appen	ndix 2 is, 20

### **GENERAL**

- 1. The LICENSEE is responsible for the proper design, construction and maintenance of its Attachments. Attachments generally will be limited to strand support cable, wire, service drops, terminals and necessary appurtenances deemed by LICENSOR to be suitable for pole mounting.
- 2. Any rearrangement of LICENSOR'S facilities or replacement of poles required to accommodate LICENSEE'S Attachments shall be done by LICENSOR or a contractor authorized by LICENSOR.
- 3. The fees and charges specified in APPENDIX 1 shall be applicable, (to all licenses granted to LICENSEE hereunder) without regard to the methods of attachment used.
- 4. LICENSEE'S Attachments shall be plainly identified by appropriate marking, satisfactory to LICENSOR.
- 5. LICENSEE'S workmen shall assure themselves that any pole to be climbed has sufficient strength or is adequately braced or guyed to support the weight of the workmen.
- 6. All requirements of the National Electrical Safety Code referred to herein shall mean the 2017 Edition of such code, or any later amendment or replacement thereof, and shall include any additional requirements of any applicable Federal, State,

County or Municipal Code. References to simply the Safety Code, or to N.E.S.C., have the same meaning.

- 7. While many of the standards and technical requirements for LICENSEE'S cable, equipment and facilities are set forth herein, LICENSOR reserves the right to specify the type of construction required in situations not otherwise covered in this Appendix. In such cases, LICENSOR will in its discretion furnish to LICENSEE written material which will specify and explain the required construction.
- 8. LICENSEE'S Attachments shall not use or carry voltages or currents in excess of the limits prescribed for cable television conductors by the National Electrical Safety Code Section 230 F1 & F2. However, all parts of the LICENSEE'S Attachments carrying voltages in excess of 60 volts AC (rms) to ground or 135 volts DC to ground, except for momentary signaling or control voltages, shall be enclosed in an effectively grounded sheath or shield. All energized parts of LICENSEE'S Attachments shall be suitably covered to prevent accidental contact to the general public, LICENSOR'S workmen or workmen of another LICENSEE having facilities on the same pole.
- 9. LICENSOR shall determine whether LICENSEE'S Attachments cause or may cause electrical interference with LICENSOR'S or any other LICENSEE'S communication/education facilities. LICENSEE shall, on demand of the LICENSOR, correct immediately at LICENSEE'S expense any such interference including, if necessary, removal of the Attachments causing the interference.
- 10. No Attachment shall use the earth as the sole conductor for any part of the circuit.
- 11. LICENSEE shall not circumvent LICENSOR'S or any other LICENSEE'S corrosion mitigation measures (e.g., short circuit insulating joints).

#### GROUNDING AND BONDING

12. All power supplies shall be grounded. The neutral side of the power drop shall be continuous and not fused. The neutral line shall also be bonded to any power supply cabinet. Any cabinet shall be connected to an earth ground at the pole. In areas where the LICENSOR has a ground wire (which is connected to the LICENSOR'S neutral) running down the pole, the cabinet can be connected to it. Where a LICENSOR vertical

ground wire is not available, the LICENSEE must place a ground rod. All cabinets, housings and metal socket bases on a common pole shall be bonded to each other, to the LICENSOR'S strand and to the LICENSEE'S strand.

- 13. Where two or more aerial suspension strands are located on the same pole, the suspension strands shall be bonded together. LICENSEE shall attach the bonding wire to its strand and leave a sufficient length of wire to complete the bond. Where the strands of two or more LICENSEEs are to be bonded together, the LICENSEE placing the last strand, if authorized to do so by the other LICENSEEs, shall make both connections. Where such authorization is not granted by the LICENSEE owning the existing strand, LICENSEE shall attach the bonding wire to its strand and leave enough wire to permit making a connection and shall be responsible for completing the bonding. LICENSEE may bond its cable sheath to LICENSOR'S common neutral, vertical ground wires, and ground rods at whatever frequency LICENSEE desires. All vertical ground wires shall be covered by a molding. Ground rods installed by LICENSEE shall be in accordance with National Electrical Safety Code.
- 14. Suspension strands at trolley feeders and trolley contact wires located on the same street shall be bonded at the first, last and every intermediate fifth poles until the remaining section between bonds is not more than eight or less than four spans. At other locations, the strands shall be bonded at the first, last and every intermediate tenth poles until the remaining section between bonds is not more than thirteen or less than four spans. Strands shall be bonded at or near the first pole on each side of underground dips or trolley wire crossovers.
  - 15. Strands attached to the same bolt do not have to be bonded.
- 16. Where a LICENSEE'S strand leaves a pole which carries other strands supporting cable television cables, and LICENSEE'S strand continues to a pole carrying power facilities of LICENSOR, LICENSEE'S fiber cable shall be:
  - (A) Bonded to other cable television strands on the pole that it leaves;
  - (B) Bonded to an effective ground preferably within two spans but not greater than ten (10) spans after leaving said pole, and;
  - (C) Bonded with a No. 6 solid, soft-drawn copper wire. The wire must be attached to the strand with an approved clamp, such as a lashing

wire clamp, designed for attachment to each specific size of strand involved (for example, Chance Lashing Wire Clamp, Catalog Number 9000, or equivalent).

- 17. Strands supporting drop wire shall be bonded to the cable suspension strand.
- 18. Any connecting or bonding to LICENSOR'S facilities shall be done by LICENSOR and the connecting or bonding wire shall be sufficient length to allow LICENSOR to complete the connection or bond.

#### **CLEARANCES**

19. LICENSEE'S Attachments are subject to cable television facilities clearances and shall meet all of the pertinent clearance requirements of the National Electric Safety Code. Safety Code rules covering the most commonly encountered conditions are listed below:

NESC 2017 Edition General Rule (A) Vertical clearance on poles 235 jointly occupied by communication fiber, cable television facilities, and power facilities 235 (B) Mid-span clearance between communication fiber, cable television facilities, and power facilities (C) Crossing clearances of facilities 233 carried on different supports 238 (D) Clearances from street light brackets and associated wiring (E) Clearances of conductors from 233 another line (F) Clearances of vertical and lateral 239 conductors from other wires and

surfaces on the same support

- (G) Clearances in any direction from 235
  line conductors and supports, and
  to vertical or lateral conductors,
  span or guy wires, attached to the
  same support
- (H) Vertical clearance of wires above 232 ground or rails
- (I) Structures for overhead lines 280
  - Supporting structure items
     one (1) thru five (5)
  - 2. Unusual conductor supports
- (J) Minimum approach distance to energized conductors by communication workers 431

#### LOCATION AND SPACING

- 20. LICENSOR shall specify the location of LICENSEE'S Attachments on each pole, including the location of LICENSEE'S riser cables. Where LICENSOR has installed its own communication circuits (supervisory control circuits) for operation of its electric system, clearance of LICENSEE'S facilities from these communication circuits shall be the same as from LICENSOR'S common neutral conductor.
- 21. The minimum vertical separation between LICENSEE'S strand, and the strand of another LICENSEE when located on same side of pole shall be twelve (12) inches. LICENSEE'S strand shall be located at a point on the pole that provides the minimum clearance allowed by the National Electric Safety Code from the ground. LICENSEE may, however, agree with another LICENSEE to reduce the separation between their respective strands. Separation between the bolt holes must be in any event at least four (4) inches.
- 22. LICENSEE shall be required to place all of its Attachments, so not to interfere with climbing space, as defined in the National Electrical Safety Code.
- 23. Through bolts may not be placed less than ten inches from the top of the

- pole. When through bolts present a hazard to climbing; i.e., extend more than two inches beyond the nut, they shall be trimmed to a safe length.
- 24. Pole steps will not be allowed on any LICENSOR pole, except to specific cases judged to be in the interest of safety by the LICENSOR.

### **LOADING**

- 25. The LICENSEE shall furnish to LICENSOR as a part of Exhibit A to this Agreement the details as to the ultimate strength, tension at 60F, and maximum tension in its suspension strand or conductor under the applicable storm loading specifications in Code.
- 26. LICENSEE shall furnish to LICENSOR as a part of Exhibit A to this Agreement details as to the weight and size of its fiber/cables, suspension strands and/or conductors, with and without the ice loading, as specified by the National Electrical Safety Code (Rule 251) or appropriate local code for the loading area concerned. NESC Rule 250 covers the degree of loading (light, medium, heavy) appropriate in different sections of the country. Where a local code designates a heavier degree of loading than the NESC, the local requirements shall govern.
- 27. LICENSEE may lash its fiber/cable to the strand of another LICENSEE, where this is acceptable to all other LICENSEEs involved and to LICENSOR. Maximum tension of LICENSEE'S strand shall not exceed 60% of the breaking strength under applicable storm loading, as defined by the National Electrical Safety Code (Rule 251). Where local codes designate a heavier degree of loading than the NESC, the local requirements shall govern.

#### <u>GUYING</u>

- 28. Guying will be required on poles where the total unbalanced load, including the tension due to LICENSEE'S Attachments under the appropriate storm loading prescribed by the National Electrical Safety Code (Rule 251), exceed 200 pounds unless the pole was designed as an unguyed corner pole and the pole has adequate strength and stability, in the opinion of LICENSOR, to withstand the additional load.
  - 29. Guys, when required, shall be of such material and dimensions as to

provide adequate strength to withstand the transverse loads specified in the National Electrical Safety Code (Rule 252B), and the longitudinal load assumed in the Code (Rule 252C). Guys on poles which also support power facilities shall be in compliance with the National Electrical Safety Code (Rule 261C and 282).

- 30. Guy guards shall be installed in compliance with NESC (Rule 282E).
- 31. LICENSEE may attach its guy to LICENSOR'S anchor rods only where LICENSOR specifically authorizes it in writing. Should it be necessary to replace the anchor at a later date to provide added strength for LICENSOR'S requirements, the anchor shall be replaced at LICENSEE'S expense if the existing anchor rod would support LICENSOR'S Attachments without regard to LICENSEE'S guy.
- 32. More than one LICENSEE may use a common guy to sustain their combined load.
- 33. Guys shall be insulated as specified in the Safety Code (Rules 215 and 283) and at any location where LICENSEE'S guy parallels LICENSOR'S guy with insulator. LICENSEE'S guys shall not short circuit LICENSOR'S guy insulators.
- 34. Cross guying of LICENSEE'S guys with LICENSOR'S guys is not allowed.
- 35. Material used for guys shall be compatible from a corrosion standpoint with the hardware to which it is attached.

DATED:	
WITNESS (ATTEST)	
	BY Title:
WITNESS (ATTEST)	CITY OF GRAND ISLAND, NEBRASKA  A Municipal Corporation

Grand Island Small Cell MLA USCC_Final_07.16.2020.docx.unloc Sent to US Cellular 2/4/2020 9:13 AM	cked –
	ВҮ
	Title: Mayor

#### RESOLUTION 2020-193

WHEREAS, USCOC Nebraska/Kansas LLC is a telecommunications company that wishes to attach small cell antennas and accessories to City owned utility poles; and

WHEREAS, a Pole Attachment License Agreement is needed to allow the equipment to be placed on City utility poles; and

WHEREAS, the National Electric Safety Code prescribes methods and clearances required for installation of multiple wire strand utility company facilities and equipment on utility poles; and

WHEREAS, the proposed Pole Attachment License Agreement requires USCOC Nebraska/Kansas LLC to pay the per pole annual fee as determined by the current Fee Schedule for the City of Grand Island that is received from other companies that utilize this service.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to, on behalf of the City, to execute the Pole Attachment License Agreement between the City of Grand Island and USCOC Nebraska/Kansas LLC.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska,	, August 25	, 2020.
--------------------------------------------------------------------	-------------	---------

Roger G. Steele, Mayor	
Roger G. Steele Mayor	
Roger G. Steele Mayor	
Roger G. Steele Mayor	
110801 3. 510010, 1114/01	
Attest:	
RaNae Edwards, City Clerk	

Approved as to Form  $\begin{tabular}{ll} $\tt x$ \\ &\tt August 20, 2020 \\ \end{tabular} \begin{tabular}{ll} $\tt x$ \\ &\tt City Attorney \\ \end{tabular}$ 



# City of Grand Island

Tuesday, August 25, 2020 Council Session

## Item G-5

#2020-194 - Approving 2020 GIPD and HCSO Justice Assistance Grant (JAG) Application and MOU

**Staff Contact: Robert Falldorf, Police Chief** 

## Council Agenda Memo

From: Chief Robert Falldorf, Police Department

Meeting: August 25, 2020

**Subject:** Edward Byrne Memorial Justice Assistance Grant (JAG)

2020

**Presenter(s):** Robert Falldorf, Chief of Police

### **Background**

The Grand Island Police Department and Hall County Sheriff's Department are eligible to receive Justice Assistance Grant money from the U.S. Department of Justice under the JAG offering in 2020. The total award for Grand Island-Hall County is in the amount of \$28,938.00. The monies may be spent over a three-year period. The Grand Island Police Department will serve as the fiscal agency on this grant and must submit an application that requires signature by the Mayor.

The Hall County Sheriff's Department is a disparate agency and will receive twenty-five percent of the award totals. The grant will be shared; \$7,235.00 to the Hall County Sheriff's Department and \$21,703.00 to the Grand Island Police Department.

The Department of Justice requires that recipient agencies identify how the funds will be used. The Police Department will use the funds to support our computing systems in our patrol fleet as we have done for several years.

## **Discussion**

There is a requirement that the applicant agency (Grand Island Police Department) make the Justice Assistance Grant (JAG) application available for review by the governing body.

There is a federal mandate that requires a public review regarding the application process and disbursement of the JAG funds. This agenda item serves as the federal mandate.

The grant requires an MOU between the applicant (City of Grand Island) and any disparate agencies (Hall County). By definition, Hall County is a disparate agency eligible for funds.

## **Alternatives**

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

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

## Recommendation

City Administration recommends that the Council approve the application and suggested disbursement as presented and the MOU.

## **Sample Motion**

Move to approve the application and suggested disbursement of Justice Assistance Grant funding and the MOU between the City of Grand Island and Hall County.

APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMIT	TED	Applicant Identifier	
LUCIAL ASSISTANCE	August 10, 2020			
1. TYPE OF SUBMISSION	3. DATE RECEIVE	ED BY STATE	State Application Identifier	
Application Construction	4. DATE RECEIVE FEDERAL AGENO		Federal Identifier	
5.APPLICANT INFORMATION				
Legal Name		Organization	nal Unit	
City of Grand Island		Grand Island	Grand Island Police Department	
Address		Name and te	elephone number of the person to be a matters involving this application	
111 Public Safety Dr Grand Island, Nebraska 68801-8510		Duering, Jin	Duering, Jim (308) 385-5400	
6. EMPLOYER IDENTIFICATIO	N NUMBER (EIN)		APPLICANT	
47-6006205		Municipal		
8. TYPE OF APPLICATION			F FEDERAL AGENCY	
New		Bureau of In	Bureau of Justice Assistance	
10. CATALOG OF FEDERAL DC	MESTIC ASSISTANC	11. DESCRIPTIVE TITLE OF APPLICANT'S		
NUMBER: 16.738		PROJECT		
CFDA Edward Byrne Memorial Justice Assistance TITLE: Grant Program		GIPD and HCSO 2020 JAG Grant		
12. AREAS AFFECTED BY PRO	JECT			
Agency Transparency, Police Best	Practices, Officer and C	Community Safe	etv. Intelligence Led Policing	
13. PROPOSED PROJECT			ESSIONAL DISTRICTS OF	
Start Date: October 01, 2		a Applicant		
End Date: September 30	), 2023	a. Applicant b. Project	NE03	
15. ESTIMATED FUNDING			ICATION SUBJECT TO REVIEW	
Federal	\$28,938	BY STATE I	EXECUTIVE ORDER 12372	
Applicant	\$0	PROCESS?  This preapplication/application was made available to the state executive order 12372 process for review on 08/25/2020		
State	\$0			
Local	\$0			
Other	\$0	31		
Program Income	\$0	17. IS THE A	APPLICANT DELINQUENT ON	
ГОТАL	\$28,938	N		

https://grants.ojp.usdoj.gov/gmsexternal/applicationReview.do?print=yes

PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.

Close Window

### Edward Byrne Memorial Justice Assistance Grant Program Application #2020-H8467-NE-DJ CFDA Number: 16.738

THE STATE OF NEBRASKA

COUNTY OF HALL

### MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GRAND ISLAND, NEBRASKA AND COUNTY OF HALL, NEBRASKA

2020 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This agreement is made and entered into this 5th<sup>th</sup> day of August, 2020, by and between The County of Hall, acting by and through its governing body, The Hall County Board of Supervisors, hereinafter referred to as COUNTY, and the CITY of Grand Island, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Hall County, State of Nebraska, witnesseth:

**WHEREAS**, the City and County may apply for a direct award from the Justice Assistance Grant Program in the amount of \$28,938.00 and the City shall act as fiscal agent for this award and file the joint application on behalf of the City and County: and

WHEREAS, each governing body, in performing governmental functions or in paying the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or function under this agreement: and

**WHEREAS**, the CITY agrees to provide the COUNTY 25% of the award, \$7235.00 from the \$28,938.00 JAG award: and

**WHEREAS**, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

### Section 1.

CITY agrees to pay COUNTY a total of 25% (to the nearest dollar the amount of \$7235.00) of the 2020 JAG funds (\$28,928.00)

CFDA NUMBER: 16.738 App

Application #2020-H8467-NE-DJ

### Section 2.

COUNTY agrees to use the \$7235.00 of the 2020 JAG funds by 9-30-2023.

### Section 3.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

CITY OF GRAND ISLAND, NEBRASKA		COUNTY OF HALL, NEBRASKA		
Mayor	date:	Board Chairperson	date:	
ATTEST:				
City Clerk	date:	County Clerk	date:	

#### RESOLUTION 2020-194

WHEREAS, the Grand Island Police Department has received notification that they are eligible to apply for \$28,938.00 in grant funds under the 2020 Byrne Justice Assistance (JAG) Program and the Hall County Sheriff's Department has been named as a disparate agency; and

WHEREAS the Grand Island Police Department as the applicant will act as the fiscal agent; and

WHEREAS, the Grand Island Police Department will be allocated \$21,703.00 of the grant funds; and

WHEREAS the Hall County Sheriff's Department will be allocated \$7,235.00 of the grant funds; and

WHEREAS, government review and public review is required to discuss the proposed use of such funds; and

WHEREAS, a memorandum of understanding between the City of Grand Island and Hall County is required as part of the grant application.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that approval is hereby granted to enter into a memorandum of understanding (MOU) with Hall County for the application of 2020 Justice Assistance Grant (JAG) funding.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 25, 2020.

	Roger G. Steele, Mayor
Attest:	
RaNae Edwards, City Clerk	

Approved as to Form ¤ \_\_\_\_\_\_\_
August 20, 2020 ¤ City Attorney



# City of Grand Island

Tuesday, August 25, 2020 Council Session

## Item G-6

**#2020-195 - Approving Purchase of 2020 1/2 Ton Transit Van for Police Department on State Contract** 

**Staff Contact: Robert Falldorf, Police Chief** 

## **Council Agenda Memo**

From: Robert Falldorf, Police Chief

Meeting: August 25, 2020

**Subject:** 2020 Police Fleet Vehicle Purchase

**Presenter(s):** Robert Falldorf, Police Chief

## **Background**

The Police Department has \$22,076 budget available in Capital expenditures line item and \$2,020 budget available in our General Fund Miscellaneous Operating Equipment line item to purchase a 2020 Ford 1/2 ton Transit Cargo Van. This purchase will be made on the State Bid Contract #15208 (OC), for a total cost of \$24,096, from Anderson Ford Auto Group, Lincoln, Nebraska.

## **Discussion**

The Police Department has a need to replace a pickup for our Maintenance Division. We had to take our previous pickup out of circulation in our fleet due to repairs being too cost prohibitive and the fact that the City Garage told us that the pickup was no longer safe to drive. The Police Department currently has a pickup available that we can rotate from our Evidence Division to our Maintenance Division; however we are in need of replacing that pickup with another vehicle for our Evidence Division. We found a 2020 Ford 1/2 ton Transit Cargo Van on state bid that will work even better than our current pickup for our Evidence Division needs. We will use \$22,076 in funds from our Capital expenditure line item and \$2,020 from our General Fund Miscellaneous Operating Equipment line item to make the purchase with total cost being \$24,096. This purchase will be made off of State Contract #15208(OC) and made from Anderson Ford Auto Group, Lincoln, Nebraska.

## **Alternatives**

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

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

## Recommendation

City Administration recommends that the Council approve the purchase of One (1) 2020 Ford 1/2 ton Transit Cargo Van at the cost of \$24,096 under State contract from Anderson Ford Auto Group, Lincoln, Nebraska.

## **Sample Motion**

Move to purchase One (1) 2020 Ford 1/2 ton Transit Cargo Van at the cost of \$24,096 under State contract from Anderson Ford Auto Group, Lincoln, Nebraska.



July 29th, 2020

Grand Island PD

## State contract # 15208

- 2020 Half ton Transit cargo van: \$23,996
- 3.5L V6 Automatic—standard
- 60/40 side passenger door—standard
- Front cloth seats—standard
- · Fixed passenger side glass—standard
- Rear door glass—standard
- Deliver to Grand Island: \$100
- White exterior--standard

Total Price: \$24,096

#### **Bobby Colclasure**

Anderson Auto Group Commercial & Fleet Director 2500 Wildcat Dr., Lincoln, NE 68521 Cell-402-617-4521

Because People Matter...

We will serve your needs by always doing what is right.









LINCOLN NORTH 2500 Wildcat Drive Lincoln, NE 68521 LINCOLN SOUTH 3201 Yankee Hill Road Lincoln, NE 68512 402 464 0661 (Opening Fall 2011) GRAND ISLAND 120 Diers Avenue Grand Island, NE 68803 308 384 1700 ST. JOSEPH 2207 North Belt Highway St. Joseph, MO 64506 816 383 8000

## STATE OF NEBRASKA CONTRACT AWARD

PAGE	ORDER DATE
1 of 3	10/21/19
BUSINESS UNIT	BUYER
9000	CHRISTIE KELLY (AS)
ENDOD NUMBED: 503050	

VENDOR NUMBER:

503856

**VENDOR ADDRESS:** 

AFL, LLC DBA ANDERSON FORD LINCOLN MERCURY MAZDA 2500 WILDCAT DR PO BOX 83644 LINCOLN NE 68501-3644 State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

Telephone: (402) 471-6500 Fax: (402) 471-2089

CONTRACT NUMBER 15208 OC E85 & E15 AWARDS

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

#### OCTOBER 31, 2019 THROUGH OCTOBER 30, 2020

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 6138 OF

Contract to supply and deliver 2020 OR CURRENT PRODUCTION YEAR HALF TON UTILITY VAN to the State of Nebraska as per the attached specifications for a one (1) year period from date of award.

The Unit Price is equal to the Base Price for items before the Option Bid List.

Award Make/Model: FORD TRANSIT

IMPORTANT NOTE: When generating a Purchase Order(s) a paint line providing the Exterior Color, Interior Color, and Seat Color must be selected. Please see the attached color chart(s) for color(s) and color code(s).

DELIVERY ARO: 90 DAYS

Vendor: Bobby Colclasure Phone: 402-617-4521

E-Mail: bobbyc@andersonautogroup.com

mel 10/21/19

1				(17.40)
		Estimated	Unit of	Unit
Line	Description	Quantity	Measure	Price
1	2020 OR CURRENT PRODUCTION	5.0000	EA	23,996.0000 📌

YEAR HALF TON UTILITY VAN FFV E85 MAKE/MODEL: FORD TRANSIT

SERIES, CODE, TRIM LEVEL: EIY, 101A, XL

ENGINE: 3.5L V6 GVWR: 8,670

DELIVERY ARO: 90 DAYS

MSRP: \$37,130.00

MATERIEL ADMINISTRATOR

MATERIEL ADMINISTRATOR

R43500|NISC0001|NISC0001 20150901

#### RESOLUTION 2020-195

WHEREAS, the City through the Police Department has budgeted \$24,096 for the purchase of One (1) 2020 Ford 1/2 ton Transit Cargo Van; and

WHEREAS, the State of Nebraska has released the State contracts for vehicle purchases which include this one (1) vehicle the Police Department wants to purchase under State Contract 15208 (OC); and

WHEREAS, the Police Department wishes to purchase this vehicle from Anderson Ford Auto Group, Lincoln, Nebraska.

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

Approves the purchase of One (1) 2020 Ford 1/2 ton Transit Cargo Van for a total of \$24,096 under State Contract pricing from Anderson Auto Group, Lincoln, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 25, 2020.

	Roger G. Steele, Mayor	
Attest:		
RaNae Edwards, City Clerk		

 $\begin{array}{cccc} \mbox{Approved as to Form} & \mbox{$\mathbbmm$} & \\ \mbox{August 20, 2020} & \mbox{$\mathbbmm$} & \mbox{City Attorney} \end{array}$ 



# City of Grand Island

Tuesday, August 25, 2020 Council Session

Item G-7

**#2020-196 - Approving Police Services Contract with Hall County Housing Authority (HCHA)** 

**Staff Contact: Robert Falldorf, Police Chief** 

## Council Agenda Memo

From: Robert Falldorf, Police Chief

Meeting: August 25, 2020

**Subject:** Police Service Contract with Hall County Housing

Authority (HCHA)

**Presenter(s):** Robert Falldorf, Police Chief

## **Background**

The Hall County Housing Authority has contracted with the City for police services for several years. This is a request to enter into a new two year agreement.

## **Discussion**

We are proposing a new two year agreement with the Hall County Housing Authority for the period of July 9, 2020 through July 8, 2022. There is a 30 day termination clause within the agreement.

This contract is for a remuneration amount of \$100,000 (\$50,000 for each year of the contract) to be paid to the City of Grand Island by the Hall County Housing Authority in quarterly installments. The police department will be able to continue the service within the terms of the contract for this amount of revenue.

The police officer assigned to public housing areas is a force multiplier for our agency and has been mutually beneficial to both agencies.

## **Alternatives**

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

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

## Recommendation

City Administration recommends that the Council approve a two year contract for police services with the Hall County Housing Authority.

## **Sample Motion**

Move to approve a two year contract for police services with the Hall County Housing Authority.

### POLICE SERVICE CONTRACT

This contract made and entered into this 9th day of July, 2020, by and between the Hall County Housing Authority (hereinafter called HCHA) and the City of Grand Island (hereinafter call "City") is for the provision of specific police services associated with the Hall County Housing Authority's security programs.

WHEREAS the HCHA desires to contract with the City for additional police services to create a drug- and crime-free environment and to provide for the safety and protection of the residents in its public housing developments; and

WHEREAS, the City, by and through its police department, desires to assist in the effort by providing effective police services at all HCHA locations;

NOW, THEREFORE, the HCHA and the City agree as follows:

## ARTICLE I Scope of Services

SECTION ONE: SERVICES PROVIDED BY THE CITY

The City agrees that the services rendered under this Contract are in addition to baseline police services. The City agrees that it will not reduce its current level of police services to HCHA's public housing developments, particularly in the areas of community policing, patrol, criminal investigations, records, dispatch and special operations.

The duties and extent of services of the City shall include, but not be limited to:

- A. The City, by and through its police department, will provide 1 full time police officer (Assigned Personnel) to perform specialized patrols to enforce all state and local laws and the HCHA Rules specified in the contract. Sworn officers shall at all times remain part of, subject to and in direct relationship with the police department's chain of command and under police department rules, regulations and standard operating procedures.
- B. The City agrees to collect and provide to HCHA workload data as more specifically identified in Article II, Section C., below, pertaining to its Assigned Personnel activities in HCHA's public housing developments.
- C. The Assigned Personnel will appear as witness in the HCHA's administrative grievance procedure, civil dispossessory hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct in or near public housing developments involving any resident, member of a resident's household, or guest or guests of a resident or household member, as required.
- D. The City agrees that a policy manual exists to regulate police officers' conduct and activities; all police officers have been provided a copy of the policy manual; the department certifies that each officer has received and understands the contents of

- the manual; and personnel have been trained on the regulations and orders within the manual.
- E. The City agrees it will provide such basic equipment as may be necessary and reasonable in order to allow the police officers to carry out the duties anticipated under this contract.
- F. The Assigned Personnel will also provide drug / safety awareness training to residents and employees upon request.
- G. The City will at all times provide supervision, control and direction of work activities and assignments of police personnel, including disciplinary actions. It is expressly understood that the police department shall be responsible for the compensation of the officers, their property, or the City's property while on HCHA's property.
- H. The Assigned Personnel will meet with HCHA management at least weekly to share information, discuss scheduling and provide / receive instruction regarding priorities.
- I. The Assigned Personnel will make every attempt to socialize with HCHA residents, to disseminate useful information gathered from their discussions and follow up on any leads that may have surfaced with their interaction with HCHA residents. This information will also be forwarded to HCHA management.
- J. The Assigned Personnel will work a varied hourly and daily schedule as allowed in the union contract executed between labor and the City. The Assigned Personnel will be as flexible as possible regarding scheduling and attempt to schedule around the needs of HCHA management.

#### SECTION TWO: SERVICES PROVIDED BY THE HCHA

- A. The HCHA shall provide the Assigned Personnel with information regarding suspicious activity, potential problems, preferred patrolling areas and discretional tenant information (not confidential information).
- B. The HCHA will provide an orientation to the Assigned Personnel including a tour of the patrol area, basic training on security tapes / cameras, issue keys to buildings, offices, and maintenance areas, and introduce the Assigned Personnel to staff members and residents. HCHA management will also provide training and copies of HCHA rules and regulations to the Assigned Personnel.
- C. HCHA will provide the City with a Public Housing Police Activity Form(s) for the Assigned Personnel to complete. These forms are not to replace police reports utilized by the City.
- D. HCHA shall reserve the right to reasonably request the police department to reassign the Assigned Personnel.

## ARTICLE II Enforcement of Rules & Regulations

- A. The City, through its Assigned Personnel, is hereby empowered to enforce the following HCHA rules and regulations:
  - 1. Removal of unauthorized visitors in occupied or unoccupied structures of the HCHA.
  - 2. Removal of unauthorized visitors creating disturbances or otherwise interfering with the peaceful enjoyment of lessees on HCHA property.
  - 3. Removal of unauthorized visitors destroying, defacing or removing HCHA property.
- B. The City, through its Assigned Personnel, is hereby empowered to enforce the following HCHA rule and regulation:

Any vehicle that is not parked appropriately (in a handicapped parking place, etc.) or is inoperable (no plates, expired plates, no tires, etc.) will be issued a parking violation notice with the incident reported to HCHA management as soon as possible. Notices will be given to the Assigned Personnel by HCHA management.

C. Nothing herein contained shall be construed as permitting or authorizing Assigned Personnel to use any method or to act in any manner in violation of law or of their sworn obligation as police officers

# ARTICLE III Communications, Reporting & Evaluation

#### A. Communications

1. Access to Information

The City agrees that HCHA will have unrestricted access to all public information, which in any way deals with criminal activity in any of the HCHA's communities. It is further agreed that the Grand Island Police Department will provide to the HCHA copies of such incident reports, arrest reports or other public documents which document or substantiate actual or potential criminal activity in or connected with the public housing developments. This information will be provided at no cost by the Grand Island Police Department on a regular basis in accordance with specific procedures that have been or will be established.

### B. Reporting

1. Forms

The Grand Island Police Department will require all Assigned Personnel to provide information referred to in Article III Section A (1) in a summary format upon request only.

2. Director Notification

The police department will relay to HCHA's Executive Director or his/her designee information related to any major crime or incident that occurs on HCHA property as soon as possible.

C. HCHA and the City shall meet to evaluate the program effectiveness every 3 months.

## ARTICLE IV Term of Contract

- A. The term of this contract shall be for two (2) years beginning on July 9, 2020.
- B. This contract may be terminated by either party upon written notice provided not less than thirty (30) days prior to termination.

# ARTICLE V Compensation to the City

- A. Payment to the City by HCHA will be \$50,000 per year for a total of \$100,000 for the two (2) year contract for July 9, 2020 July 8, 2022.
- B. The HCHA shall pay the City on a quarterly basis, upon receipt of invoice from the City.
- C. The City shall provide the following documentation upon request:
  - 1. Copies of Certified Payroll Time Reports documenting hours worked in public housing developments and supervisory approval of the report.
- D. All requests for payment are subject to the approval of the HCHA's Executive Director, or that official's designee, and the HCHA shall thereafter make payment of the approved amount within thirty days of receipt of the request for payment.

#### ARTICLE VI Notices

Any notices required pursuant to the terms of this Contract shall be sent by United States Certified mail to the principal place of business of each of the parties hereto, as specified below:

HCHA:

1834 West 7<sup>th</sup> Street

Grand Island, NE 68803

Grand Island Police Department:

111 Public Safety Dr Grand Island, NE 68801

## ARTICLE VII Liability Coverage

Each party agrees to maintain public liability coverage of not less than \$1,000,000 per occurrence.

## ARTICLE VIII Construction of Laws

The Law of the State of Nebraska shall govern the interpretation of this Contract.

**EXECUTED BY:** 

MAYOR - CITY OF GRAND ISLAND

BOARD CHAIRWOMAN HALL COUNTY HOUSING AUTHORITY

#### RESOLUTION 2020-196

WHEREAS, on December 19, 2000, by Resolution 2000-397, the City of Grand Island approved a Police Services Contract between the City and the Hall County Housing Authority to provide specific police services associated with the Hall County Housing Authority's security programs; and

WHEREAS, the City and the Hall County Housing Authority are interested in continuing the provision of such police services; and

WHEREAS, it is recommended that a new contact be entered into for such services for a two-year period which will cover July 9, 2020 through July 8, 2022, and

WHEREAS, the Hall County Housing Authority agrees to pay \$100,000 to the City of Grand Island for the two year period in quarterly payments.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the contract Agreement for police services between the City and the Hall County Housing Authority to provide specific police services associated with the Hall County Housing Authority's security programs is hereby approved; and the mayor is hereby authorized and directed to execute such contract on behalf of the City of Grand Island.

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	Roger G. Steele, Mayor	
Attest:		
RaNae Edwards, City Clerk		

Approved as to Form ¤
August 20, 2020 ¤ City Attorney



# **City of Grand Island**

Tuesday, August 25, 2020 Council Session

# Item G-8

**#2020-197 - Approving Annual Agreement for Financial Software**Licensing and Support

**Staff Contact: Patrick Brown** 

# Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: August 25, 2020

**Subject:** Approving Annual Agreement for Financial Software

Licensing and Support

**Presenter(s):** Patrick Brown, Finance Director

#### **Background**

On July 10, 2001, Council approved the purchase and implementation of Tyler Technologies' MUNIS integrated financial software system for the City of Grand Island. This financial software continues to provide the City of Grand Island excellent service and support for financial information. Each year in order to receive software upgrades and technical assistance from Tyler Technologies; it is necessary to enter into an annual Support Agreement.

#### **Discussion**

The total cost for Tyler Technologies' Financial Software Licensing and Support for the period of 9/14/2020 to 9/13/2021 is \$214,137.38.

The Tyler System Management Services Support provides service to the Information Technology department on system backup and recovery assistance, file permissions and security, system tools and user guides of each module, assistance on upgrades for each database as well as services for free system server transfers.

Munis Module Support and Update Licensing include support and licensing for City staff to use the following accounting programs. Payroll, Human Resource Management, Cash Management, Project Accounting, Requisitions/Purchase Orders, Accounts Payable, General Ledger, Budget, General Billing, Accounts Receivable, Special Assessments, Fixed Assets, Tyler Content Manager, TCM auto Index and Redaction, Role tailored Dashboard, Tyler form Processing, Crystal Reports, Employee Self Service, and Munis Office. Advanced Scheduling Mobile Access Maintenance, Advanced Scheduling Maintenance, Time & Attendance Mobile Access Maintenance, and Time & Attendance Maintenance are the City's Time Clock System tools.

The Tyler Content Manager feature enables viewing of on-line accounts payable invoices, W9's, checks written, purchase orders, and secured employee direct deposit stubs and W2's.

Crystal Reports is a report writing system that extracts data from each accounting module table to produce user defined reports.

The Employee Self-Service module allows employees to have on-line access to pay history, direct deposits, W-2 information, leave balances, and make changes to their personal information such as addresses, phone numbers, dependents and emergency contacts. Employee Self-Service is also used annually for on-line cafeteria benefit deductions and has allowed the City to implement on-line employee absence approvals that flow directly into bi-weekly payroll batch processing.

Munis Office connects Microsoft Office products Excel and Word to each accounting program.

The Tyler Unlimited CAL Graphic User Interface (GUI) Support is the interface that creates the screens and user "look" to the database that holds information. Users can individualize the look and feel of each of their module screens showing different information in different ways.

#### **Alternatives**

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

- 1. Approve the 2020-2021 Contract with Tyler Technologies, Inc for software support and licensing.
- 2. Postpone the issue to a future meeting.
- 3. Take no action.

#### **Recommendation**

City Administration recommends that the Council approve the 2020-2021 Annual Financial Support Agreement with Tyler Technologies, Inc. in the amount of \$214,137.38.

### **Sample Motion**

Move to approve the Annual Financial Support Agreement with Tyler Technologies, Inc. in the amount of \$214,137.38.



#### Remittance:

Tyler Technologies, Inc. (FEIN 75-2303920) P.O. Box 203556 Dallas, TX 75320-3556

# Invoice

Invoice No Date 045-310371 08/01/2020 Page 1 of 2

Questions: Tyler Technologies - ERP & Schools 1-800-772-2260 Press 2, then 1 Phone:

Email: ar@tylertech.com



Bill To: CITY OF GRAND ISLAND ATTN: WILLIAM CLINGMAN PO BOX 1968 GRAND ISLAND, NE 68802

Ship To: CITY OF GRAND ISLAND ATTN: WILLIAM CLINGMAN

PO BOX 1968

GRAND ISLAND, NE 68802

Cust NoBillTo-ShipTo 1181 - MAIN - MAIN	Ord No 140155	PO Number	Currency USD		Terms NET30	<b>Due Date</b> 08/31/2020
Date Desc	ription		Un	nits	Rate	Extended Price
ontract No.; GRAND ISLAND,						<del></del>
SUPPORT & UPDATI			1	<b>†</b>	39,202.60	39,202.60
Maintenance: Start: 14						
		COUNTS RECEIVABLE	1	l	1 <b>0,6</b> 92,07	10,692.07
Maintenance: Start: 14	•	•				
SUPPORT & UPDAT	E LICENSING - EMI	PLOYEE SELF SERVICE	1	l	5.346.05	5,346.08
Maintenance: Start: 14	1/Sep/2020, End: 13	3/Sep/2021				
SUPPORT & UPDATE	E LICENSING - FIX	ED ASSETS	1		11,760.61	11,760,6
Maintenance: Start: 14	I/Sep/2020, End: 1:	3/Sep/2021				
SUPPORT & UPDATE	E LICENSING - GEI	NERAL BILLING	1	I	4.989.32	4,989.32
Maintenance: Start: 14	I/Sep/2020, End: 13	3/Sep/2021				
SUPPORT & UPDATI	E LICENSING - HUI	MAN RESOURCES MANAGEMENT	1		7,128.04	7,128.04
Maintenance: Start: 14	I/Sep/2020, End: 13	3/Sep/2021				
SUPPORT & UPDATE	E LICENSING - CR	YSTAL REPORTS	1		9,900.43	9,900.43
Maintenance: Start: 14	I/Sep/2020, End: 13	3/Sep/2021				
SUPPORT & UPDATI	E LICENSING - MU	NIS OFFICE	1		7,839.87	7,839.83
Maintenance: Start: 14	I/Sep/2020, End; 13	3/Sep/2021				
SUPPORT & UPDATE	E LICENSING - PAY	/ROLL	1		11,760.61	11,760.6
Maintenance: Start: 14	//Sep/2020, End: 13	3/Sep/2021				
SUPPORT & UPDATE	E LICENSING - PRO	DJECT ACCOUNTING	1		8,625.02	8,625.0
Maintenance: Start: 14	I/Sep/2020, End: 13	3/Sep/2021				
SUPPORT & UPDATE	E LICENSING - PU	RCHASE ORDERS	1		11,760.61	11,760.6
Maintenance: Start: 14	//Sep/2020, End: 13	3/Sep/2021				
SUPPORT & UPDATE	E LICENSING - REC	QUISITIONS	1		8,232.43	8,232.43
Maintenance: Start: 14	l/Sep/2020, End: 10	3/Sep/2021				
SUPPORT & UPDATE	E LICENSING - TIM	EKEEPING INTERFACE	1		0.00	0.00
Maintenance: Start: 14	/Sep/2020, End: 13	3/Sep/2021				
TYLER FORM PROC	ESSING SUPPORT		1		4,950.23	4,950.23
Maintenance: Start: 14	/Sep/2020, End: 13	3/Sep/2021				
SUPPORT & UPDATE	ELICENSING - UB	SPECIAL ASSESSMENTS	1		3,564.03	3,564.03
Maintenance: Start: 14	/Sep/2020, End; 13	3/Sep/2021				
TYLER SYSTEM MAN	NAGEMENT SERVI	CES SUPPORT	1		30,000.00	30,000.00
Maintenance: Start: 14	//Sep/2020、End: 13	3/Sep/2021				
SUPPORT & UPDATI	E LICENSING - TYL	ER CONTENT MANAGER SE	1		9,845.60	9,845,60
Maintenance: Start: 14	//Sep/2020, End: 13	3/Sep/2021			•	, -,-
TYLER UNLIMITED C	•		1		6,200.00	6,200,00
Maintenance: Start: 14		3/Sep/2021	•			2,214,00



Remittance:

Tyler Technologies, Inc. (FEIN 75-2303920) P.O. Box 203556 Dallas, TX 75320-3556 Invoice

**Invoice No Date** 045-310371 08/01/2020

 Date
 Page

 8/01/2020
 2 of 2

Questions:

Tyler Technologies - ERP & Schools Phone: 1-800-772-2260 Press 2, then 1

Email: ar@tylertech.com

Bill To: CITY OF GRAND ISLAND ATTN: WILLIAM CLINGMAN

PO BOX 1968

GRAND ISLAND, NE 68802

Ship To: CITY OF GRAND ISLAND

ATTN: WILLIAM CLINGMAN

PO BOX 1968

GRAND ISLAND, NE 68802

Cust NoBillTo-ShipTo 1181 - MAIN - MAIN	<b>Ord No</b> 140155	PO Number	<i>Currency</i> USD		Terms NET30	<i>Due Date</i> 08/31/2020
Date Descri	ption		U	Inits	Rate	Extended Price
SUPPORT & UPDATE	LICENSING - ROL	E TAILORED DASHBOARD		1	4,813.41	4,813,41
Maintenance: Start: 14/5	Sep/2020, End: 13	/Sep/2021				
TCM AUTO INDEXING	AND REDACTION	MAINTENANCE		1	1,093.95	1,093.95
Maintenance: Start: 14/9	Sep/2020, End: 13	/Sep/2021				
SUPPORT & UPDATE	LICENSING - CAS	H MANAGEMENT		1	4,583.25	4,583.26
Maintenance: Start: 14/\$	Sep/2020, End: 13	/Sep/2021				
Support & Update Licen	sing - Advanced S	cheduling Mobile Access Modul	e Maintenance	1	918.75	918.75
Maintenance: Start: 19/5	Sep/2020, End: 18	Sep/2021				
Support & Update Licen	sing - Advanced S	cheduling Maintenance		1	3,252.90	3,252,90
Maintenance: Start: 19/9	Sep/2020, End: 18	/Sep/2021				
Support & Update Licen	ising - Time & Atter	idance Mobile Access Maintena	ince	1	1,172.85	1,172,85
Maintenance: Start: 19/5	Sep/2020, End: 18	Sep/2021				
Support & Update Licen	ısing - Time & Atter	idance Maintenance		1	6,504.75	6,504.75
Maintenance; Start: 19/S	Sep/2020, End: 18	/Sep/2021				

\*\*ATTENTION\*\*

Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal

Sales Tax

Invoice Total

214,137.38

0.00

214,137.38

#### RESOLUTION 2020-197

WHEREAS, on July 10, 2001, by Resolution 2001-180, the City of Grand Island approved the proposal of Process, Inc., d/b/a Munis, to implement new accounting software with an integrated financial program; and

WHEREAS, in order to receive continued upgrades and technical assistance from the company, it is necessary to enter into an annual Financial Support Agreement; and

WHEREAS, the cost for the period of September 14, 2020 to September 13, 2021 for Munis Module support, Tyler System Management Services Support, Tyler Unlimited CAL support and update licensing is \$214,137.38; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the annual Financial Support Agreement by and between the City and Tyler Technologies, Inc. for the amount of \$214,137.38 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 25, 2020

	Roger G. Steele, Mayor	
Attest:		
RaNae Edwards, City Clerk		

Approved as to Form ¤ \_\_\_\_\_\_ August 20, 2020 ¤ City Attorney



# City of Grand Island

Tuesday, August 25, 2020 Council Session

## Item G-9

#2020-198 - Approving Acquisition of Public Right-of-Way for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (Melodee A. Anderson- 3515 W Old Potash Highway and R & D Investments, LLC- 120 Diers Avenue)

**Staff Contact: John Collins** 

#### RESOLUTION 2020-198

WHEREAS, public right-of-way is required by the City of Grand Island for Old Potash Highway Roadway Improvements; Project No. 2019-P-1, from several property owners described as follows:

Property Owner	Legal Description	Amount
MELODEE A. ANDERSON, TRUSTEE	A TRACT OF LAND LOCATED IN LOT 1, ANDERSON THIRD SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  BEGINNING AT THE NORTHWEST CORNER OF LOT 1, ANDERSON THIRD SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY; THENCE ON AN ASSUMED BEARING OF N89°27'25"E ALONG THE NORTH LINE OF SAID LOT 1, LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY; A DISTANCE OF 348.11 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S00°57'24"E ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 30.50 FEET; THENCE S89°28'39"W A DISTANCE OF 12.73 FEET THENCE N79°21'21"W A DISTANCE OF 77.24 FEET; THENCE N89°05'25"W A DISTANCE OF 259.84 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE N00°59'34"W ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 8.92 FEET TO A POINT OF BEGINNING. SAID TRACT CONTAINS 5,302 SF.	22,540.00
R & D INVESTMENTS, LLC	A TRACT OF LAND LOCATED IN LOT 2, COMMONWEALTH BUSINESS PARK SECOND SUBDIVISION, CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, COMMONWEALTH BUSINESS PARK SECOND SUBDIVISION, CITY OF GRAND ISLAND, NEBRASKA; THENCE ON AN ASSUMED BEARING OF N01°37'52"W ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 10.31 FEET; THENCE S89°05'25"E A DISTANCE OF 158.95 FEET; THENCE N89°28'39"E A DISTANCE OF 172.30 FEET; THENCE N44°18'07"E A DISTANCE OF 13.81 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2, POINT ALSO BEING THE WEST RIGHT-OF-WAY LINE OF DIERS AVENUE; THENCE S01°34'58"E ALONG THE EAST LINE OF SAID LOT 2, LINE ALSO BEING THE WEST RIGHT-OF-WAY LINE OF SAID DIERS AVENUE, A DISTANCE OF 16.42 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, POINT ALSO BEING THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF OLD	\$12,870.00

Approved as to Form ¤ \_\_\_\_\_ August 20, 2020 ¤ City Attorney

POTASH & THE WEST RIGHT-OF-WAY LINE OF SAID DIERS AVENUE; THENCE S89°31'31"W ALONG THE SOUTH LINE OF SAID LOT 2, LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF SAID OLD POTASH, A DISTANCE OF 341.04 FEET TO A POINT OF BEGINNING. SAID TRACT CONTAINS 2,574 SF.

Total= \$35,410.00

WHEREAS, Agreements for the public right-of-way have 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 Agreements for the public right-of-way on the above described tracts of land.

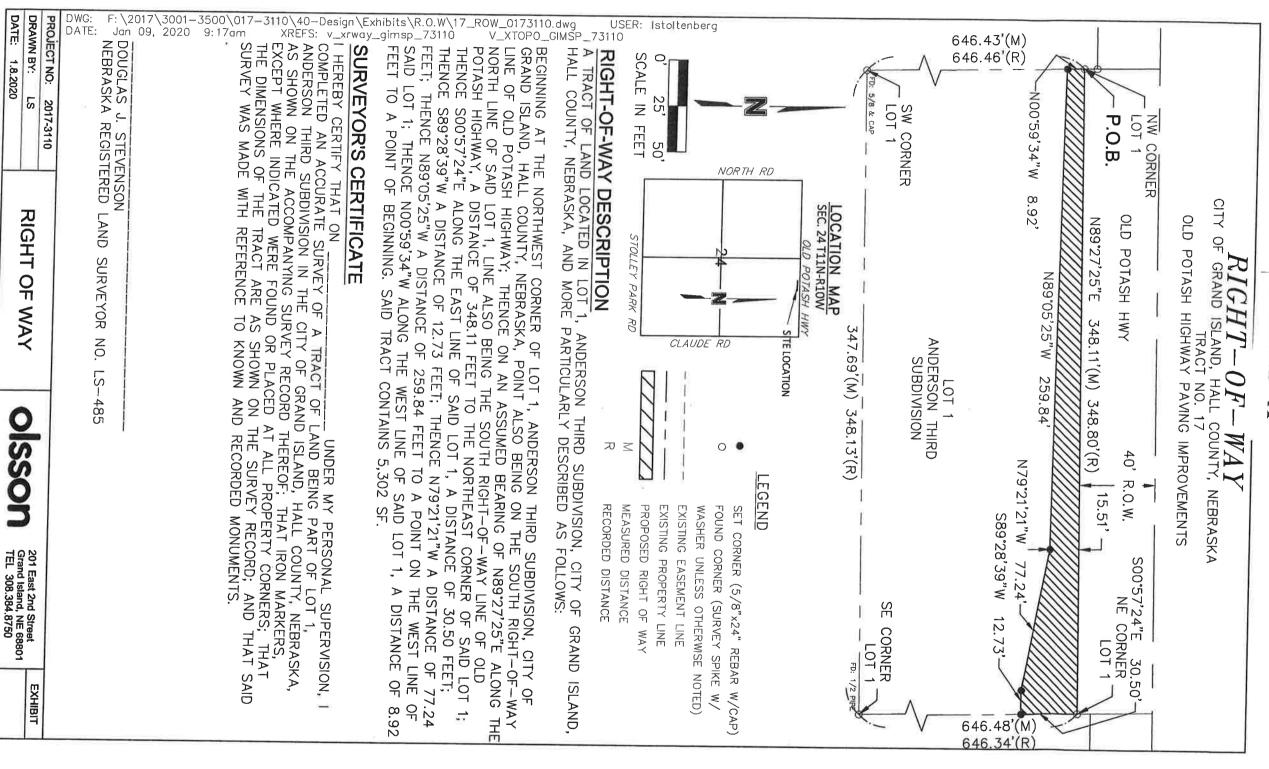
BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreements on behalf of the City of Grand Island.

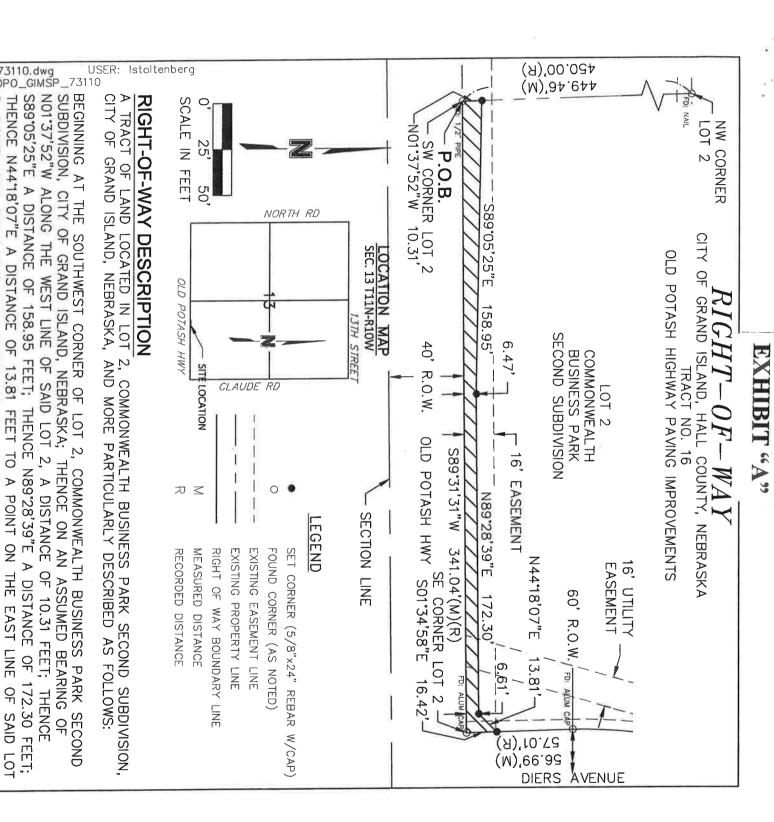
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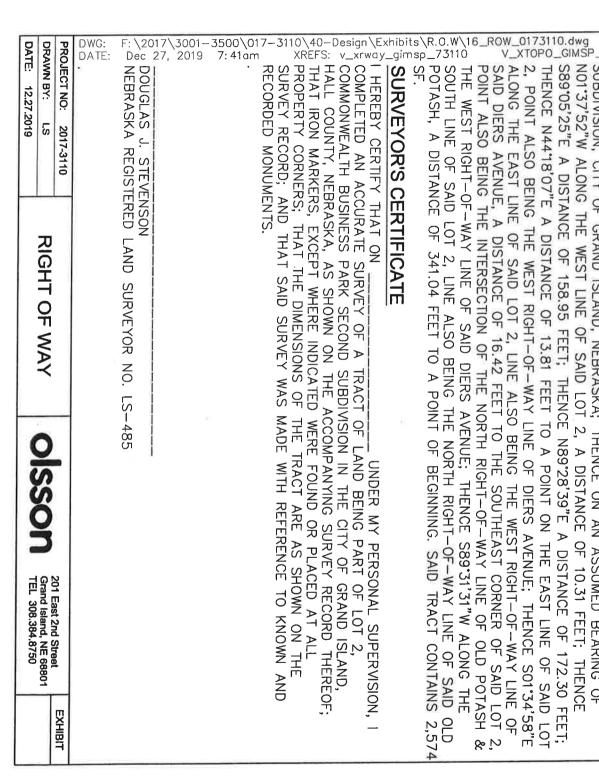
Adopted by the City Council of the City of Grand Island, Nebraska, August 25, 202
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	Roger G. Steele, Mayor	
Attest:		
RaNae Edwards, City Clerk		









BEGINNING /

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AVENUE, A DISTANCE OF SAIL

THE WEST RIGHT-OF-OF SAID LOT 2, LINE DISTANCE OF 16.42

**ALSO** 

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# City of Grand Island

Tuesday, August 25, 2020 Council Session

## Item G-10

#2020-199 - Approving Acquisition of Public Easements for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (R & D Investments, LLC- 120 Diers Avenue)

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

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

#### RESOLUTION 2020-199

WHEREAS, public easements are required by the City of Grand Island, from an affected property owner in Old Potash Highway Roadway Improvements; Project No. 2019-P-1 project area:

Property Owner	Legal Description	Amount
	A PERMANENT ACCESS EASEMENT LOCATED IN LOT 2, COMMONWEALTH BUSINESS PARK SECOND SUBDIVISION, CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, COMMONWEALTH BUSINESS PARK SECOND SUBDIVISION, CITY OF GRAND ISLAND, NEBRASKA, SAID POINT ALSO	
R & D INVESTMENTS, LLC	BEING THE SOUTHWEST CORNER OF A PROPOSED RIGHT-OF-WAY TRACT; THENCE ON AN ASSUMED BEARING N01°37′52″W ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 10.31 FEET TO THE NORTHWEST CORNER OF SAID PROPOSED RIGHT-OF-WAY TRACT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N01°37′52″W ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 65.00 FEET; THENCE S89°05′25″E A DISTANCE OF 20.02 FEET; THENCE S01°37′52″E PARALLEL AND 20.00 FEET EAST OF THE WEST LINE OF SAID LOT 2, A DISTANCE OF 65.00 FEET TO A POINT ON THE NORTH LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT; THENCE N89°05′25″W ALONG THE NORTH LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 20.02 FEET TO A POINT OF BEGINNING. SAID PERMANENT EASEMENT CONTAINS 1,300 SF MORE OR LESS.	\$4,710.00
	and	
	A PERMANENT UTILTIY EASEMENT LOCATED IN LOT 2, COMMONWEALTH BUSINESS PARK SECOND SUBDIVISION, CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:	
	COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, COMMONWEALTH BUSINESS PARK SECOND SUBDIVISION, CITY OF GRAND ISLAND, NEBRASKA, THENCE ON AN ASSUMED BEARING N01°34′58"W ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 56.99 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 029°14′13", A RADIUS OF 230.00 FEET; A CHORD BEARING	

Approved as to Form ¤ \_\_\_\_\_ August 20, 2020 ¤ City Attorney

OF N13°16'32"E WITH A CHORD DISTANCE OF 116.10 FEET. AN ARC LENGTH OF 117.36 FEET TO THE POINT OF BEGINNING: THENCE N12°45'05"W A DISTANCE OF 22.00 FEET TO A POINT ON THE EAST LINE OF AN EXISTING UTILTIY EASEMENT; THENCE N16°14'55"E ALONG A EAST LINE OF SAID EXISTING UTILITY EASEMENT A DISTANCE OF 36.88 FEET; THENCE S89°49'05"E ALONG A SOUTH LINE OF SAID EXISTING UTILTIY EASEMENT A DISTANCE OF 2.17 FEET: THENCE S12°45'05"E A DISTANCE OF 33.22 FEET: THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 007°08'55", A RADIUS OF 230.00 FEET; A CHORD BEARING OF S31°28'05"W WITH A CHORD DISTANCE OF 28.68 FEET, AN ARC LENGTH OF 28.70 FEET TO THE POINT OF BEGINNING. PERMANENT UTILITY EASEMENT CONTAINS 582 SO FT MORE OR LESS.

TOTAL = \$4,710.00

WHEREAS, a public easement agreement 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 public easements on the above described tracts of land.

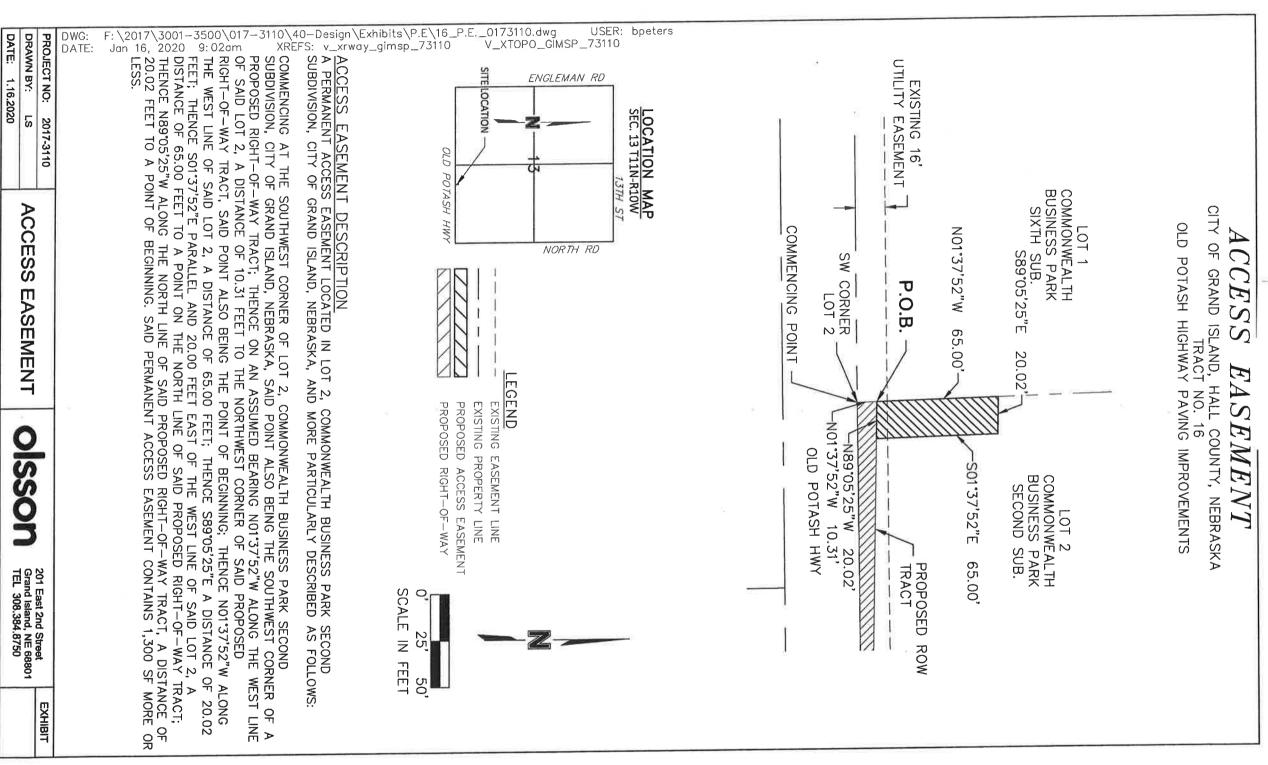
BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreements on behalf of the City of Grand Island.

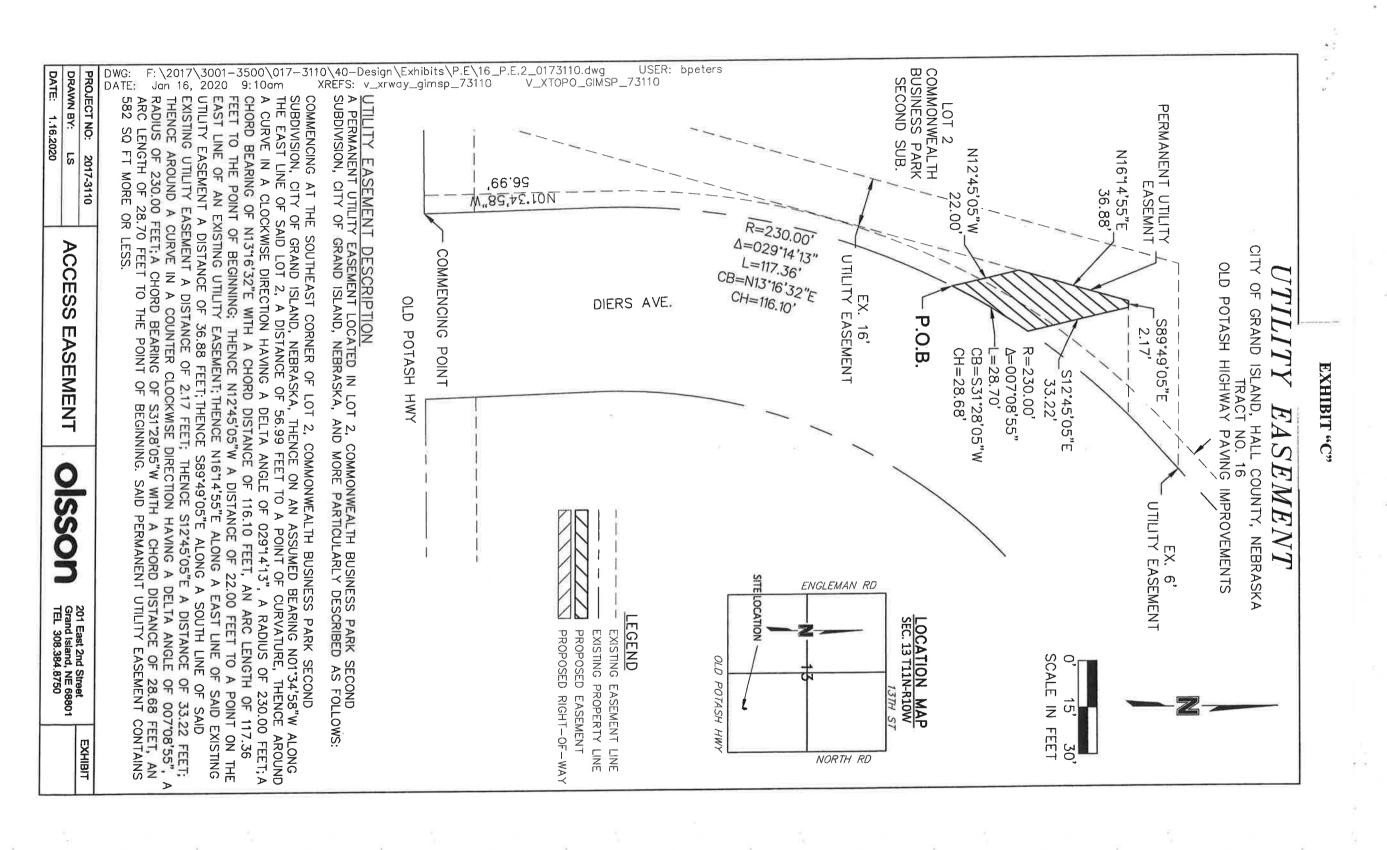
- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 25, 2020.

	Roger G. Steele, Mayor	
Attest:		
RaNae Edwards, City Clerk		

# EXHIBIT "B"





Grand Island

Council Session - 8/25/2020



# City of Grand Island

Tuesday, August 25, 2020 Council Session

## Item G-11

#2020-200 - Approving Acquisition and Payment to County Court for Just Compensation from Appraiser's Report for Public Rightof-Way, and Permanent and Temporary Easements for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (Barr None, LLC- 111 Diers Avenue)

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

**Staff Contact: John Collins** 

# **Council Agenda Memo**

**From:** Keith Kurz PE, Assistant Public Works Director

Meeting: August 25, 2020

**Subject:** Approving Acquisition and Payment to County Court for

Just Compensation from Appraiser's Report for Public Right-of-Way, and Permanent and Temporary Easements for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (Barr None, LLC- 111 Diers

Avenue)

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

#### **Background**

The Old Potash Highway Roadway Improvements; Project No. 2019-P-1 is for improvements to Old Potash Highway, as well as intersecting roadways from North Road to Webb Road. The interaction between the various traffic features is complex, so an overall master plan was created to ensure that the individual projects will function together and address other safety issues in these areas. This plan includes widening and reconfiguring Old Potash Highway, signal and geometric improvements at each intersection, access management throughout the corridor, and improvements to the north and south of the Old Potash Highway corridor. Improvements are needed to allow the corridor to safely handle the ever increasing traffic in this area.

#### Discussion

A condemnation hearing was held in Hall County Court on August 14, 2020. The appointed Board of Appraisers has issued their determination. The following is a summary of the appraised amounts offered and the amounts based on the determination of the court appointed appraisers.

Barr None, LLC- 111 Diers Avenue

Acquisition Type	Amount Offered	Condemnation Amount
Public Right-of-Way	\$18,450.00	\$18,450.00
Permanent Utility Easement	\$ 5,280.00	\$12,375.00
Permanent Drainage Easement	\$19,470.00	\$12,375.00
Temporary Construction Easement	\$20,560.00	\$52,700.00

Totals=	\$63,760.00	\$95,900.00
Totals=	\$UJ,/UU.UU	\$75 <b>,</b> 700.00

Once the court awarded amount is paid to the Hall County court this portion of the Old Potash Highway Roadway Improvements; Project No. 2019-P-1 can get underway. The owners have the right to appeal but his will not affect our ability to use the property as needed while the appeal process moves forward.

If the return of appraisers is appealed by either party, the case is tried over again in the District Court. The dollar amount is still in dispute until the appeal time runs out or until there is a final order from the Courts. If we do not pay the initial appraiser's award, we are deemed to have abandoned our case we may not seek condemnation on the same property for two (2) years.

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

PERMANENT EASEMENT FOR ROAD RIGHT-OF-WAY ONSISTING OF PART OF A TRACT OF LAND ESCRIBED AS A PART OF LOT THREE (3), OMMONWEALTH BUSINESS PARK SUBDIVISION, AN ODITION TO THE CITY OF GRAND ISLAND, HALL OUNTY, NEBRASKA AND MORE PARTICULARLY ESCRIBED AS: CGINNING AT THE SOUTHWEST CORNER OF SAID OT 3, POINT ALSO BEING AT THE ITNERSECTION OF	
ESCRIBED AS A PART OF LOT THREE (3), DMMONWEALTH BUSINESS PARK SUBDIVISION, AN DDITION TO THE CITY OF GRAND ISLAND, HALL DUNTY, NEBRASKA AND MORE PARTICULARLY ESCRIBED AS:	
IE NORTH RIGHT-OF-WAY LINE OF OLD POTASH	
GHWAY & EAST RIGHT-OF-WAY LINE OF DIERS /ENUE; THENCE ON AN ASSUMED BEARING OF 10°59′16″W ALONG THE WEST LINE OF SAID LOT 3, A STANCE OF 24.84 FEET; TEHNCE S45°48′00″E A STANCE OF 28.98 FEET; THENCE N89°28′39″E A STANCE OF 136.80 FEET; THENCE N37°10′05″E A STANCE OF 61.01 FEET TO A POINT ON THE WEST NE OF HIGHWAY 281 AS DESCRIBED IN DEED OCUMENT NO. 70-004933; THENCE S01°33′52″E LONG THE WEST LINE OF SAID HIGHWAY 281, A STANCE OF 10.33 FEET TO A WESTERLY CORNER OF GHWAY 281 RIGHT-OF-WAY; THENCE S33°59′41″W LONG A WESTERLY LINE OF SAID HIGHWAY 281 GHT-OF-WAY, A DISTANCE OF 51.59 FEET TO A DINT ON THE SOUTH LINE OF SAID LOT 3, POINT	\$95,900.00
	T 3, POINT ALSO BEING AT THE ITNERSECTION OF E NORTH RIGHT-OF-WAY LINE OF OLD POTASH SHWAY & EAST RIGHT-OF-WAY LINE OF DIERS ENUE; THENCE ON AN ASSUMED BEARING OF '59'16"W ALONG THE WEST LINE OF SAID LOT 3, A TANCE OF 24.84 FEET; TEHNCE S45°48'00"E A TANCE OF 28.98 FEET; THENCE N89°28'39"E A TANCE OF 136.80 FEET; THENCE N37°10'05"E A TANCE OF 61.01 FEET TO A POINT ON THE WEST E OF HIGHWAY 281 AS DESCRIBED IN DEED CUMENT NO. 70-004933; THENCE S01°33'52"E ONG THE WEST LINE OF SAID HIGHWAY 281, A TANCE OF 10.33 FEET TO A WESTERLY CORNER OF SHWAY 281 RIGHT-OF-WAY; THENCE S33°59'41"W ONG A WESTERLY LINE OF SAID HIGHWAY 281 ACTION OF SAID H

THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 165.02 FEET TO A POINT OF BEGINNING. SAID RIGHT-OF-WAY CONTAINS 1,366 SQUARE FEET MORE OR LESS

#### **AND**

A PERMANENT EASEMENT FOR A UTILITY EASEMENT CONSISTING OF PART OF A TRACT OF LAND DESCRIBED AS A PART OF LOT THREE (3), COMMONWEALTH BUSINESS PARK SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 3, COMMONWEALTH BUSINESS PARK SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, SAID POINT ALSO NEBRASKA. BEING SOUTHWEST CORNER OF A PROPOSED RIGHT-OF-WAY TRACT; THENCE ON AN ASSUMED BEARING N01°59'16"W ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 24.84 FEET TO THE NORTHWEST CORNER OF SAID PROPOSED ROW TRACT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N01°59'126"W ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 32.90 FEET TO A POINT OF CURVATURE: THENCE ON THE WEST LINE OF LOT 3. AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 7°00'29", A RADIUS OF 170.00 FEET, A CHORD BEARING OF N02°15'27"E WITH A CHORD DISTANCE OF 20.78 FEET, AN ARC LENGTH OF 20.79 FEET; THENCE S21°05'31"E A DISTANCE OF 57.58 FEET; THENCE S01°04'29"E A DISTANCE OF 20.13 FEET TO A POINT ON THE NORTH LINE OF SAID PROPOSED ROW TRACT; THENCE N45°48'00"W ALONG THE NORTHEASTERLY LINE OF SAID PROPOSED ROW TRACT, A DISTANCE OF 28.98 FEET TO A POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS 782 SQUARE FEET MORE OR LESS.

#### **AND**

A PERMANENT EASEMENT FOR A DRAINAGE EASEMENT CONSISTING OF PART OF A TRACT OF LAND DESCRIBED AS A PART OF LOT THREE (3),

COMMONWEALTH BUSINESS PARK SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASAKA AND MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A SOUTHEAST CORNER OF LOT 3, COMMONWEALTH BUSINESS PARK SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA: THENCE ON AN ASSUMED BEARING OF S89°30'38"W ALONG THE NORTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY, A DISTANCE OF 35.01 FEET TO A SOUTHEAST CORNER OF A PROPOSED RIGHT-OF-WAY TRACT; THENCE N33°59'41"E ALONG THE SOUTHEAST LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 51.59 FEET TO A SOUTHEAST CORNER OF SAID PROPOSED RIGHT-OF-WAY TRACT; THENCE N01°30'24"W ALONG THE EAST LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 10.33 FEET TO THE NORTHEAST CORNER OF SAID PROPOSED RIGHT-OF-WAY, SAID POINT ALSO BEING THE POINT OF BEGINNING: THENCE S37°10'05"W ALONG THE NORTHWESTERLY LINE OF SAID PROPOSED ROW TRACT, A DISTANCE OF 61.03 FEET TO A SOUTHEAST CORNER OF SAID PROPOSED ROW TRACT; THENCE S89°28'39"W ALONG THE NORTH LINE OF SAID PROPOSED ROW TRACT. A DISTANCE OF 12.12 FEET; THENCE N20°53'08"E A DISTANCE OF 80.91 FEET; THENCE N01°28'59"W A DISTANCE OF 73.36 FEET; THENCE N03°11'21"W A DISTANCE OF 95.09 FEET; THENCE N55°00'09"W A DISTANCE OF 21.43 FEET; THENCE N03°11'21"W A DISTANCE OF 10.83 FEET; THENCE N86°48'389"E A DISTANCE OF 27.24 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF HIGHWAY 281; THENCE S01°30'24"E ALONG THE WEST RIGHT-OF-WAY LINE OF SAID HIGHWAY 281, A DISTANCE OF 213.67 FEET TO A POINT OF BEGINNING. SAID PERMANENT DRAINAGE EASEMENT CONTAINS 2,884 SQUARE FEET MORE OR LESS.

#### **AND**

A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF PART OF A TRACT OF LAND DESCRIBED AS A PART OF LOT THREE (3),

COMMONWEALTH BUSINESS PARK SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A SOUTHWEST CORNER OF SAID LOT 3. POINT ALSO BEING A SOUTHWEST CORNER OF A PROPOSED RIGHT-OF-WAY TRACT; THENCE ON AN ASSUMED BEARING OF N01°59'16"W ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 57.74 FEET TO A POINT OF CURVATURE: THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 7°00'29", A RADIUS OF 170.00 FEET, A CHORD BEARING OF N02°15'27"E WITH A CHORD BEARING OF 20.78 FEET, AN ARC LENGTH OF 20.79 TO THE NORTHWEST CORNER OF SAID PROPOSED UTILITY EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING, TO A POINT OF CURVATURE; THENCE ALONG THE WESTERLY SIDE OF SAID LOT 3, AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 10°00'09". A RADIUS OF 170.00 FEET, A CHORD BEARING OF N10°45'46"E WITH A CHORD DISTANCE OF 29.64 FEET, AN ARC LENGTH OF 29.68 FEET; THENCE S47°51'39"E A DISTANCE OF 10.40 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 13°59'08", A RADIUS OF 160.00 FEET, A CHORD BEARING OF S08°08'47"W WITH A CHORD DISTANCE OF 38.96 FEET, AN ARC LENGTH OF 39.05 FEET; THENCE S21°05'31"E A DISTANCE OF 32.88 FEET; THENCE N89°28'39"E A DISTANCE OF 107.39 FEET; THENCE N30°53'08"E A DISTANCE OF 50.46 FEET; THENCE N01°28'59"W A DISTANCE OF 24.13 FEET; THENCE N88°31'01"E A DISTANCE OF 8.00 FEET; THENCE N01°28'59"W A DISTANCE OF 76.65 FEET; THENCE N55°00'09"W A DISTANCE OF 77.30 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 3, POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF DIERS AVENUE; THENCE N48°07'41"E ALONG THE NORTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 17.93 FEET TO A POINT OF CURVATURE; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT 3, AROUND A CURVE IN A COUNTER-CLOCKWISE

DIRECTION HAVING A DELTA ANGLE OF 25°55'05", A RADIUS OF 230.00 FEET, A CHORD BEARING OF N36°15'19"E WITH A CHORD DISTANCE OF 103.16 FEET. AN ARC LENGTH OF 104.04 FEET: THENCE N88°22'32"E A DISTANCE OF 15.89 FEET TO A POINT ON THE WEST LINE OF HIGHWAY 281 DEED NO. 79-004933; THENCE S01°30'24"E ALONG THE WEST LINE OF SAID HIGHWAY 281 CONDEMNATION DEED, LINE ALSO BEING THE WEST R.O.W. LINE OF HIGHWAY 281, A DISTANCE OF 52.73 FEET TO THE NORTHEAST CORNER OF A PROPOSED DRAINAGE EASEMENT; THENCE S86°48'39"W ALONG THE NORTH LINE OF SAID PROPOSED DRAINAGE EASEMENT, A DISTANCE OF 27.24 FEET TO THE NORTHWEST CORNER OF SAID PROPOSED DRAINGE EASEMENT: THENCE \$03°11'21"E ALONG A WESTERLY LINE OF SAID PROPOSED DRAINAGE EASEMENT, A DISTANCE OF 10.83 FEET TO A NORTHWESTERLY CORNER OF SAID PROPOSED DRAINAGE EASEMENT; THENCE S55°00'09"E ALONG A NORTHWESTERLY LINE OF SAID **PROPOSED** DRAINAGE EASEMENT, A DISTANCE OF 21.43 FEET TO A NORTHERLY CORNER OF SAID PROPOSED DRAINAGE EASEMENT: THENCE \$03°11'21"E ALONG A WESTERLY LINE OF SAID PROPOSED DRAINAGE EASEMENT, A DISTANCE OF 95.09 FEET TO A WESTERLY CORNER OF SAID PROPOSED DRAINAGE EASEMENT; THENCE S01°28'59"E ALONG A WESTERLY LINE OF SAID PROPOSED DRAINAGE EASEMENT, A DISTANCE OF 73.36 FEET TO THE SOUTHERLY CORNER OF SAID PROPOSED DRAINAGE EASEMENT: THENCE S30°53'08"W ALONG A WESTERLY LINE OF SAID PROPOSED DRAINAGE EASEMENT, A DISTANCE OF 80.91 FEET TO THE SOUTHWEST CORNER OF SAID PROPOSED DRAINAGE EASEMENT, SAID POINT ALSO BEING ON THE NORTH LINE OF A PROPOSED RIGHT-OF-WAY TRACT; THENCE S89°28'39"W ALONG SAID NORTH LINE, A DISTANCE OF 124.68 FEET TO THE SOUTHEAST CORNER OF SAID PROPOSED UTILITY EASEMENT; THENCE N01°04'29"W ALONG THE EAST LINE OF SAID PROPOSED UTILITY EASEMENT, A DISTANCE OF 20.13 FEET TO THE NORTHEAST CORNER OF SAID PROPOSED UTILITY EASEMENT; THENCE N21°05'31"W ALONG THE NORTHEASTERLY LINE OF SAID PROPOSED UTILITY EASEMENT, A

DISTANCE	OF	57.58	FEET	ТО	THE	POINT	OF
BEGINNING		SAID	TEM	IPOR.	ARY	EASEM	ENT
CONTAINS	15,226	SQUA	RE FEET	ГΜО	RE OR	LESS.	

TOTAL = \$95,900.00

## **Alternatives**

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

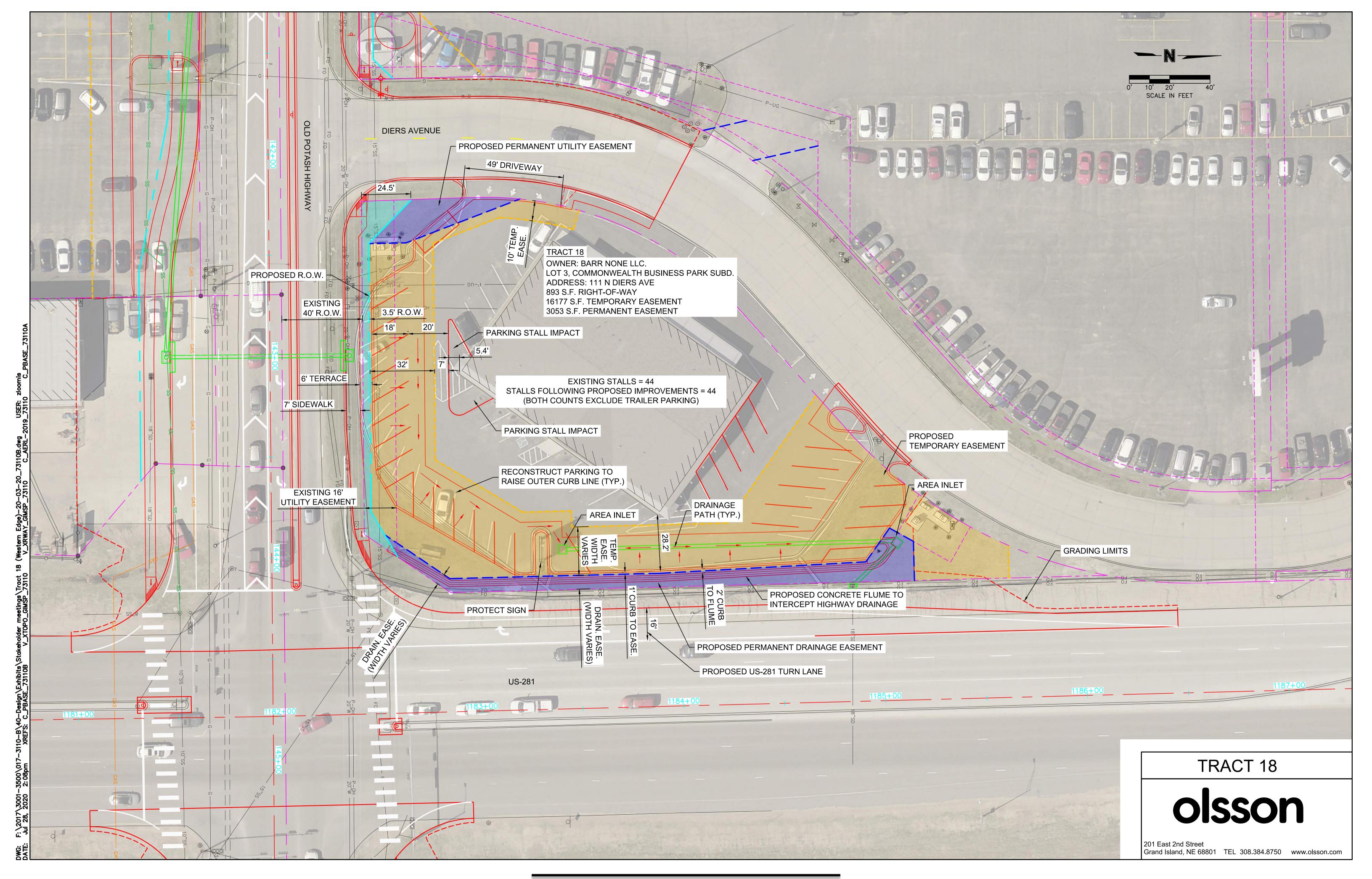
- 1. Move to approve
- 2. Refer the issue to a Committee
- 3. Postpone the issue to future date
- 4. Take no action on the issue

#### Recommendation

City Administration recommends that the Council approve payment to Hall County Court for Just Compensation from Appraisers Report for Public Right-of-Way, and Permanent and Temporary Easements for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (Barr None, LLC-111 Diers Avenue).

#### **Sample Motion**

Move to approve the acquisitions.



Council Session - 8/25/2020

#### RESOLUTION 2020-200

WHEREAS, through a public hearing and approval of Resolution No. 2020-200 on August 25, 2020, Grand Island City Council authorized City staff to acquire certain tracts of land for the Old Potash Highway Roadway Improvements; Project No. 2019-P-1 project area:

Property Owner	Legal Description	Amount
BARR NONE, LLC	A PERMANENT EASEMENT FOR ROAD RIGHT-OF-WAY CONSISTING OF PART OF A TRACT OF LAND DESCRIBED AS A PART OF LOT THREE (3), COMMONWEALTH BUSINESS PARK SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS:  BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3, POINT ALSO BEING AT THE ITNERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY & EAST RIGHT-OF-WAY LINE OF DIERS AVENUE; THENCE ON AN ASSUMED BEARING OF N01°59'16"W ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 24.84 FEET; THENCE S45°48'00"E A DISTANCE OF 136.80 FEET; THENCE N89°28'39"E A DISTANCE OF 136.80 FEET; THENCE N37°10'05"E A DISTANCE OF 61.01 FEET TO A POINT ON THE WEST LINE OF HIGHWAY 281 AS DESCRIBED IN DEED DOCUMENT NO. 70-004933; THENCE S01°33'52"E ALONG THE WEST LINE OF SAID HIGHWAY 281, A DISTANCE OF 10.33 FEET TO A WESTERLY CORNER OF HIGHWAY 281 RIGHT-OF-WAY; THENCE S33°59'41"W ALONG A WESTERLY LINE OF SAID HIGHWAY 281 RIGHT-OF-WAY, A DISTANCE OF 51.59 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3, POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY; THENCE S89°30'38"W ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 165.02 FEET TO A POINT OF BEGINNING. SAID RIGHT-OF-WAY CONTAINS 1,366 SQUARE FEET MORE OR LESS  AND  A PERMANENT EASEMENT FOR A UTILITY EASEMENT CONSISTING OF PART OF A TRACT OF LAND DESCRIBED	\$95,900.00
	AS A PART OF LOT THREE (3), COMMONWEALTH BUSINESS PARK SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS:  COMMENCING AT THE SOUTHWEST CORNER OF LOT 3, COMMONWEALTH BUSINESS PARK SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA,	

Approved as to Form 

August 20, 2020 

City Attorney

SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A PROPOSED RIGHT-OF-WAY TRACT: THENCE ON AN ASSUMED BEARING N01°59'16"W ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 24.84 FEET TO THE NORTHWEST CORNER OF SAID PROPOSED ROW TRACT. SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N01°59'126"W ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 32.90 FEET TO A POINT OF CURVATURE; THENCE ON THE WEST LINE OF LOT 3, AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 7°00'29", A RADIUS OF 170.00 FEET, A CHORD BEARING OF N02°15'27"E WITH A CHORD DISTANCE OF 20.78 FEET, AN ARC LENGTH OF 20.79 FEET; THENCE S21°05'31"E A DISTANCE OF 57.58 FEET; THENCE S01°04'29"E A DISTANCE OF 20.13 FEET TO A POINT ON THE NORTH LINE OF SAID PROPOSED ROW TRACT; THENCE N45°48'00"W ALONG THE NORTHEASTERLY LINE OF SAID PROPOSED ROW TRACT, A DISTANCE OF 28.98 FEET TO A POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS 782 SQUARE FEET MORE OR LESS.

#### AND

A PERMANENT EASEMENT FOR A DRAINAGE EASEMENT CONSISTING OF PART OF A TRACT OF LAND DESCRIBED AS A PART OF LOT THREE (3), COMMONWEALTH BUSINESS PARK SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASAKA AND MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A SOUTHEAST CORNER OF LOT 3, COMMONWEALTH BUSINESS PARK SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA: THENCE ON AN ASSUMED BEARING OF S89°30'38"W ALONG THE NORTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY, A DISTANCE OF 35.01 FEET TO A SOUTHEAST CORNER OF A PROPOSED RIGHT-OF-WAY TRACT: THENCE N33°59'41"E ALONG THE SOUTHEAST LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 51.59 FEET TO A SOUTHEAST CORNER OF SAID PROPOSED RIGHT-OF-WAY TRACT; THENCE N01°30'24"W ALONG THE EAST LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT. A DISTANCE OF 10.33 FEET TO THE NORTHEAST CORNER OF SAID PROPOSED RIGHT-OF-WAY, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S37°10'05"W ALONG THE NORTHWESTERLY LINE OF SAID PROPOSED ROW TRACT, A DISTANCE OF 61.03 FEET TO A SOUTHEAST CORNER OF SAID PROPOSED ROW TRACT; THENCE S89°28'39"W ALONG THE NORTH LINE OF SAID PROPOSED ROW TRACT, A DISTANCE OF 12.12 FEET; THENCE N20°53'08"E A DISTANCE OF 80.91 FEET: THENCE **THENCE** N01°28'59"W A DISTANCE OF 73.36 FEET; 95.09 FEET: N03°11'21"W A DISTANCE OF THENCE N55°00'09"W A DISTANCE OF 21.43 FEET: THENCE N03°11'21"W A DISTANCE OF 10.83 FEET: THENCE N86°48'389"E A DISTANCE OF 27.24 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF HIGHWAY 281; THENCE S01°30'24"E ALONG THE WEST RIGHT-OF-WAY LINE OF SAID HIGHWAY 281, A DISTANCE OF 213.67 FEET TO A POINT OF BEGINNING. SAID PERMANENT DRAINAGE EASEMENT CONTAINS 2,884 SQUARE FEET MORE OR LESS.

#### AND

A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF PART OF A TRACT OF LAND DESCRIBED AS A PART OF LOT THREE (3), COMMONWEALTH BUSINESS PARK SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A SOUTHWEST CORNER OF SAID LOT 3, POINT ALSO BEING A SOUTHWEST CORNER OF A PROPOSED RIGHT-OF-WAY TRACT; THENCE ON AN ASSUMED BEARING OF N01°59'16"W ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 57.74 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 7°00'29", A RADIUS OF 170.00 FEET, A CHORD BEARING OF N02°15'27"E WITH A CHORD BEARING OF 20.78 FEET, AN ARC LENGTH OF 20.79 TO THE NORTHWEST CORNER OF SAID PROPOSED UTILITY EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING, TO A POINT OF CURVATURE: THENCE ALONG THE WESTERLY SIDE OF SAID LOT 3, AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 10°00'09", A RADIUS OF 170.00 FEET, A CHORD BEARING OF N10°45'46"E WITH A CHORD DISTANCE OF 29.64 FEET, AN ARC LENGTH OF 29.68 FEET: THENCE S47°51'39"E A DISTANCE OF 10.40 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 13°59'08", A RADIUS OF 160.00 FEET, A CHORD BEARING OF S08°08'47"W WITH A CHORD DISTANCE OF 38.96 FEET, AN ARC LENGTH OF 39.05 FEET;

THENCE S21°05'31"E A DISTANCE OF 32.88 FEET: THENCE N89°28'39"E A DISTANCE OF 107.39 FEET; THENCE N30°53'08"E A DISTANCE OF 50.46 FEET: THENCE N01°28'59"W A DISTANCE OF 24.13 FEET: THENCE N88°31'01"E A DISTANCE OF 8.00 FEET; **THENCE** N01°28'59"W A DISTANCE OF 76.65 FEET: THENCE N55°00'09"W A DISTANCE OF 77.30 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 3, POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF DIERS AVENUE; THENCE N48°07'41"E **ALONG** THE NORTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 17.93 FEET TO A POINT OF CURVATURE; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT 3, AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 25°55'05", A RADIUS OF 230.00 FEET, A CHORD BEARING OF N36°15'19"E WITH A CHORD DISTANCE OF 103.16 FEET, AN ARC LENGTH OF 104.04 FEET; THENCE N88°22'32"E A DISTANCE OF 15.89 FEET TO A POINT ON THE WEST LINE OF HIGHWAY 281 DEED NO. 79-004933; THENCE S01°30'24"E ALONG THE WEST LINE OF SAID HIGHWAY 281 CONDEMNATION DEED, LINE ALSO BEING THE WEST R.O.W. LINE OF HIGHWAY 281. A DISTANCE OF 52.73 FEET TO THE NORTHEAST CORNER OF A PROPOSED DRAINAGE EASEMENT; THENCE S86°48'39"W ALONG THE NORTH LINE OF SAID PROPOSED DRAINAGE EASEMENT, A DISTANCE OF 27.24 FEET TO THE NORTHWEST CORNER OF SAID PROPOSED DRAINGE EASEMENT: THENCE S03°11'21"E ALONG A WESTERLY LINE OF SAID PROPOSED DRAINAGE EASEMENT. A DISTANCE OF 10.83 FEET TO A NORTHWESTERLY CORNER OF SAID PROPOSED DRAINAGE EASEMENT; THENCE S55°00'09"E ALONG A NORTHWESTERLY LINE OF SAID PROPOSED DRAINAGE EASEMENT, A DISTANCE OF 21.43 FEET TO A NORTHERLY CORNER OF SAID PROPOSED DRAINAGE EASEMENT; THENCE S03°11'21"E ALONG A WESTERLY LINE OF SAID PROPOSED DRAINAGE EASEMENT, A DISTANCE OF 95.09 FEET TO A WESTERLY CORNER OF SAID PROPOSED DRAINAGE EASEMENT: THENCE S01°28'59"E ALONG A WESTERLY LINE OF SAID PROPOSED DRAINAGE EASEMENT, A DISTANCE OF 73.36 FEET TO THE SOUTHERLY CORNER OF SAID PROPOSED DRAINAGE EASEMENT; THENCE S30°53'08"W ALONG A WESTERLY LINE OF SAID PROPOSED DRAINAGE EASEMENT. A DISTANCE OF 80.91 FEET TO THE SOUTHWEST CORNER OF SAID PROPOSED DRAINAGE EASEMENT, SAID POINT ALSO BEING ON THE NORTH LINE

OF PROPOSED RIGHT-OF-WAY TRACT; THENCE S89°28'39"W ALONG SAID NORTH LINE, A DISTANCE OF 124.68 FEET TO THE SOUTHEAST CORNER OF SAID PROPOSED UTILITY EASEMENT: THENCE N01°04'29"W ALONG THE EAST LINE OF SAID PROPOSED UTILITY EASEMENT. A DISTANCE OF 20.13 FEET TO THE NORTHEAST CORNER OF SAID PROPOSED UTILITY THENCE N21°05'31"W EASEMENT: **ALONG** THE NORTHEASTERLY LINE OF SAID PROPOSED UTILITY EASEMENT, A DISTANCE OF 57.58 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 15,226 SQUARE FEET MORE OR LESS.

TOTAL = \$95,900.00

WHEREAS, a condemnation hearing was held in Hall County Court on August 14, 2020 wherein the Board of Appraisers issued their determination; and

WHEREAS, in order to continue with the Old Potash Highway Roadway Improvements; Project No. 2019-P-1, it is necessary that the City deposit with Hall County Court the amount of \$95,900.00 as determined by the Board of Appraisers.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City deposit with the Hall County Court the sum of \$95,900.00 in accordance with the laws of eminent domain.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 25, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, August 25, 2020 Council Session

## Item G-12

#2020-201 - Approving Temporary Construction Easement for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (R & D Investments, LLC- 120 Diers Ave, Melodee A. Anderson- 3515 W Old Potash Highway, Mehring, Inc.- 3803/3805 W Old Potash Highway)

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

# Council Agenda Memo

**From:** Keith Kurz PE, Assistant Public Works Director

Meeting: August 25, 2020

**Subject:** Approving Temporary Construction Easement for Old

Potash Highway Roadway Improvements; Project No. 2019-P-1 (R & D Investments, LLC- 120 Diers Ave, Melodee A. Anderson- 3515 W Old Potash Highway,

Mehring, Inc.- 3803/3805 W Old Potash Highway)

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

#### **Background**

The Old Potash Highway Roadway Improvements; Project No. 2019-P-1 is for improvements to Old Potash Highway, as well as intersecting roadways from North Road to Webb Road. The interaction between the various traffic features is complex, so an overall master plan was created to ensure that the individual projects will function together and address other safety issues in these areas. This plan includes widening and reconfiguring Old Potash Highway, signal and geometric improvements at each intersection, access management throughout the corridor, and improvements to the north and south of the Old Potash Highway corridor. Improvements are needed to allow the corridor to safely handle the ever increasing traffic in this area.

Temporary Construction easements are needed to accommodate the construction activities for Old Potash Highway Roadway Improvements; Project No. 2019-P-1, which must be approved by City Council. The temporary construction easements will allow for the roadway improvements to this area.

A sketch is attached to show the temporary construction easement areas.

## **Discussion**

Temporary construction easements are needed for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 to be constructed.

Engineering staff of the Public Works Department negotiated with the property owners for use of such temporary construction easements.

Property Owner	Legal Description	Cost
R & D Investments, LLC	A TEMPORARY EASEMENT LOCATED IN LOT 2, COMMONWEALTH BUSINESS PARK SECOND SUBDIVISION, CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICLUARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, COMMONWEALTH BUSINESS PARK SECOND SUBDIVISION, CITY OF GRAND ISLAND, NEBRASKA, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A PROPOSED RIGHT-OF-WAY TRACT; THENCE ON AN ASSUMED BEARING NOI•37*52"W ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 75.31 FEET TO THE NORTHWEST CORNER OF A PROPOSED ACCESS EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NOI•37*52"W ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 75.00 FEET; THENCE N88•48*38"E A DISTANCE OF 55.00 FEET; THENCE N88•48*38"E A DISTANCE OF 72.02 FEET; THENCE S89•05*25"E A DISTANCE OF 104.53 FEET; THENCE N89•28*39"E A DISTANCE OF 146.15 FEET; THENCE N84•18*07"E A DISTANCE OF 146.15 FEET; THENCE N49*18*07"E A DISTANCE OF 12, AROUND ON THE WEST LINE OF DIERS AVENUE, SAID POINT ALSO BEING A POINT OF CURVATURE; THENCE ALONG THE WEST LINE OF LOT 2, AROUND A CURVE IN A COUTNER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 10*10*39", A RADIUS OF 230.00 FEET; A CHORD BEARING OF \$00*45*15"E, A CHORD DISTANCE OF 4,73 FEET; AN ARC LENGTH OF 4.73 FEET; THENCE 501*34*58"E ALONG THE WEST RIGHT-OF-WAY LINE OF SAID DIERS AVE., A DISTANCE OF 40.57 TO THE NORTHEAST CORNER OF A PROPOSED RIGHT-OF-WAY TRACT; THENCE S49*18*07"W ALONG A NORTHEAST CORNER OF A PROPOSED RIGHT-OF-WAY TRACT; THENCE S49*18*07"W ALONG A NORTHERLY LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT; THENCE S89*05*25"W ALONG A NORTH LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT; THENCE S89*05*25"W ALONG A NORTHELY LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT; THENCE S89*05*25"W ALONG A NORTHELY LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT; THENCE N89*05*25"W ALONG THE WEST LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT; THENCE N89*05*25"	\$27,905.00

	FEET TO A POINT OF BEGINNING. SAID PERMANENT EASEMENT CONTAINS 10,002 SF MORE OR LESS.	
Melodee A. Anderson	A TEMPORARY EASEMENT LOCATED IN LOT 1, ANDERSON THIRD SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 1, ANDERSON THIRD SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, POINT ALSO BEING THE NORTHWEST CORNER OF A PROPOSED RIGHT-OF-WAY TRACT; THENCE ON AN ASSUMED BEARING OF S00°59'34"E ALONG THE WEST LINE OF A PROPOSED RIGHT-OF-WAY TRACT, SAID LINE ALSO BEING THE WEST LINE OF SAID LOT 1, A DISTANCE OF 8.92 FEET TO THE SOUTHWEST CORNER OF SAID PROPOSED RIGHT-OF-WAY TRACT, SAID POINT ALSO BEING THE SOUTH LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT, SAID POINT ALSO BEING THE SOUTH LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 259.84 FEET; THENCE S79°21'21"E ALONG THE SOUTH LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 77.24 FEET; THENCE N89°28'39"E ALONG THE SOUTH LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 12.73 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1, SAID PROPOSED RIGHT-OF-WAY TRACT, THENCE S00°57'24"E ALONG THE EAST LINE OF SAID LOT 1, SAID PROPOSED RIGHT-OF-WAY TRACT; THENCE S00°57'24"E ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 23.14 FEET; THENCE S89°28'39"W A DISTANCE OF 25.00 FEET; THENCE N00°48'01"E A DISTANCE OF 119.78 FEET; THENCE N00°48'01"E A DISTANCE OF 19.78 FEET; THENCE N00°51'25"W A DISTANCE OF 63.61 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE N00°59'35"W ALONG THE WEST LINE OF SAID LOT 1; A DISTANCE OF 119.78 FEET; THENCE N00°51'21"E A DISTANCE OF 119.78 FEET; THENCE N00°51'21"E A DISTANCE OF 65.61 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; A DISTANCE OF 41.60 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; A DISTANCE OF 41.60 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; A DISTANCE OF 41.60 FEET TO A POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 9,993.23 SQ FT MORE OR LESS.	\$41,530.00
Mehring, Inc.	A TEMPORARY EASEMENT LOCATED IN PART OF LOT 2, WESTGATE EIGHTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 2, WESTGATE EIGHTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA; THENCE ON AN ASSUMED BEARING OF \$00°58'52"E ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 40.00 FEET; THENCE \$88°54'34"E PARALLEL TO AND 40.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 11.00 FEET; THENCE \$00°58'52"W PARALLEL TO AND 11.00 FEET WEST OF THE EAST LINE OF SAID LOT 2, A DISTANCE OF	\$10,250.00

10.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2. A DISTANCE OF 100.08 FEET; THENCE S01°16'18"E A DISTANCE OF 17.00 FEET; THENCE S88°54'34"W PARALLEL TO AND 27.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 39.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2: THENCE N00°58'50"W ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 27.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2. SAID POINT ALSO BEING ON THE SOUTH ROW LINE OF OLD POTASH HIGHWAY: THENCE N88°54'34"E ALONG SAID SOUTH ROW LINE, LINE ALSO BEING THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING. TEMPORARY EASEMENT CONTAINS 2,492 SQ FT MORE OR LESS.

Total = \$79,685.00

#### **Alternatives**

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

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

## Recommendation

City Administration recommends that the Council approve the Temporary Construction Easements between the City of Grand Island and the affected property owners for Old Potash Highway Roadway Improvements; Project No. 2019-P-1, in the total amount of \$79,685.00.

## **Sample Motion**

Move to approve the temporary construction easements.

#### RESOLUTION 2020-201

WHEREAS, temporary construction easements are required by the City of Grand Island, from affected property owners in Old Potash Highway Roadway Improvements; Project No. 2019-P-1 project area:

Property Owner	Legal Description	Cost
R & D Investments, LLC	A TEMPORARY EASEMENT LOCATED IN LOT 2, COMMONWEALTH BUSINESS PARK SECOND SUBDIVISION, CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICLUARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, COMMONWEALTH BUSINESS PARK SECOND SUBDIVISION, CITY OF GRAND ISLAND, NEBRASKA, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A PROPOSED RIGHT-OF-WAY TRACT; THENCE ON AN ASSUMED BEARING NO1°37'52"W ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 75.31 FEET TO THE NORTHWEST CORNER OF A PROPOSED ACCESS EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NO1°37'52"W ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 75.31 FEET, THENCE NO1°37'52"W ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 55.03 FEET; THENCE NS8°48'38"E A DISTANCE OF 55.00 FEET; THENCE NS8°48'38"E A DISTANCE OF 55.00 FEET; THENCE OF 146.15 FEET; THENCE NS9°28'39"E A DISTANCE OF 164.53 FEET; THENCE NS9°28'39"E A DISTANCE OF 165.00 FEET; THENCE NS9°28'39"E A DISTANCE OF 165.00 FEET; THENCE NS9°28'39"E A DISTANCE OF 166.50 ON THE WEST LINE OF SAID LOT 2, POINT ALSO BEING ON THE WEST LINE OF SAID LOT 2, POINT ALSO BEING ON THE WEST LINE OF LOT 2, AROUND A CURVE IN A COUTNER-CLOCKWISE DIRECTION HAVING A CURVE IN A COUTNER-CLOCKWISE DIRECTION HAVING A CURVE IN A COUTNER-CLOCKWISE DIRECTION HAVING A CHORD BEARING OF 500°45' 15°E, A CHORD DISTANCE OF 4.73 FEET, AN ARC LENGTH OF 4.73 FEET; THENCE S49'158"E ALONG THE EAST LINE OF SAID DIERS AVE., A DISTANCE OF 10.57 TO THE NORTHEAST CORNER OF A PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 13.81 FEET TO A NORTHEAST CORNER OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 13.81 FEET TO A NORTHEASTERLY CORNER OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 132.30 FEET TO A NORTHERLY CORNER OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 138.93 FEET TO THE SOUTHEAST CORNER OF SAID PROPOSED ACCESS EASEMENT; TH	\$27,905.00

Approved as to Form  $\begin{tabular}{lll} $\tt x$ \\ &\tt August 20, 2020 & $\tt x$ \\ &\tt City Attorney \\ \end{tabular}$ 

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	NORTH LINE OF SAID PROPOSED ACCESS EASEMENT, A	
	DISTANCE OF 20.02 FEET TO A POINT OF BEGINNING. SAID	
	PERMANENT EASEMENT CONTAINS 10,002 SF MORE OR LESS.	
	A TEMPORARY EASEMENT LOCATED IN LOT 1, ANDERSON	
	THIRD SUBDIVISION, CITY OF GRAND ISLAND, HALL	
	COUNTY, NEBRASKA, AND MORE PARTICULARLY	
	DESCRIBED AS FOLLOWS:	
	COMMENCING AT THE NORTHWEST CORNER OF LOT 1,	
	ANDERSON THIRD SUBDIVISION, CITY OF GRAND ISLAND,	
	HALL COUNTY, NEBRASKA, POINT ALSO BEING THE	
	NORTHWEST CORNER OF A PROPOSED RIGHT-OF-WAY	
	TRACT; THENCE ON AN ASSUMED BEARING OF S00°59'34"E	
	ALONG THE WEST LINE OF A PROPOSED RIGHT-OF-WAY	
	TRACT, SAID LINE ALSO BEING THE WEST LINE OF SAID LOT	
	1, A DISTANCE OF 8.92 FEET TO THE SOUTHWEST CORNER OF	
	SAID PROPOSED RIGHT-OF-WAY TRACT, SAID POINT ALSO	
	BEING THE POINT OF BEGINNING; THENCE S89°05'25"E	
	ALONG THE SOUTH LINE OF SAID PROPOSED RIGHT-OF-WAY	
3611 4 4 1	TRACT, A DISTANCE OF 259.84 FEET; THENCE S79°21'21"E	Φ41 <b>52</b> 0 00
Melodee A. Anderson	ALONG THE SOUTH LINE OF SAID PROPOSED RIGHT-OF-WAY	\$41,530.00
	TRACT, A DISTANCE OF 77.24 FEET; THENCE N89°28'39"E	
	ALONG THE SOUTH LINE OF SAID PROPOSED RIGHT-OF-WAY	
	TRACT, A DISTANCE OF 12.73 FEET TO A POINT ON THE EAST	
	LINE OF SAID LOT 1, SAID POINT ALSO BEING THE	
	SOUTHEAST CORNER OF SAID PROPOSED RIGHT-OF-WAY	
	TRACT; THENCE S00°57'24"E ALONG THE EAST LINE OF SAID	
	LOT 1, A DISTANCE OF 23.14 FEET; THENCE S89°28'39"W A	
	DISTANCE OF 165.34 FEET; THENCE N00°48'01"E A DISTANCE	
	OF 25.00 FEET; THENCE N89°05'25"W A DISTANCE OF 119.78	
	FEET; THENCE S00°31'21"E A DISTANCE OF 25.00 FEET;	
	THENCE S89°28'39"W A DISTANCE OF 63.61 FEET TO A POINT	
	ON THE WEST LINE OF SAID LOT 1; THENCE N00°59'35"W	
	ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 41.60	
	FEET TO A POINT OF BEGINNING. SAID TEMPORARY	
	EASEMENT CONTAINS 9,993.23 SQ FT MORE OR LESS.	
	A TEMPORARY EASEMENT LOCATED IN PART OF LOT 2,	
	WESTGATE EIGHTH SUBDIVISION, IN THE CITY OF GRAND	
	ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED	
	AS FOLLOWS:	
	BEGINNING AT THE NORTHEAST CORNER OF LOT 2,	
	WESTGATE EIGHTH SUBDIVISION, IN THE CITY OF GRAND	
	ISLAND, NEBRASKA; THENCE ON AN ASSUMED BEARING OF	
	S00°58'52"E ALONG THE EAST LINE OF SAID LOT 2, A	
Mehring, Inc.	DISTANCE OF 40.00 FEET; THENCE S88°54'34"E PARALLEL TO	\$10,250.00
	AND 40.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2,	
	A DISTANCE OF 11.00 FEET; THENCE N00°58'52"W PARALLEL	
	TO AND 11.00 FEET WEST OF THE EAST LINE OF SAID LOT 2,	
	A DISTANCE OF 30.00 FEET; THENCE S88°54'34"W PARALLEL	
	TO AND 10.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT	
	2, A DISTANCE OF 100.08 FEET; THENCE S01°16'18"E A	
	DISTANCE OF 17.00 FEET; THENCE S88°54'34"W PARALLEL TO	
	AND 27.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2,	

A DISTANCE OF 39.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2; THENCE N00°58'50"W ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 27.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, SAID POINT ALSO BEING ON THE SOUTH ROW LINE OF OLD POTASH HIGHWAY; THENCE N88°54'34"E ALONG SAID SOUTH ROW LINE, LINE ALSO BEING THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 2,492 SQ FT MORE OR LESS.

Total = \$79,685.00

WHEREAS, such Temporary Construction easements have been reviewed and approved by the City Legal Department.

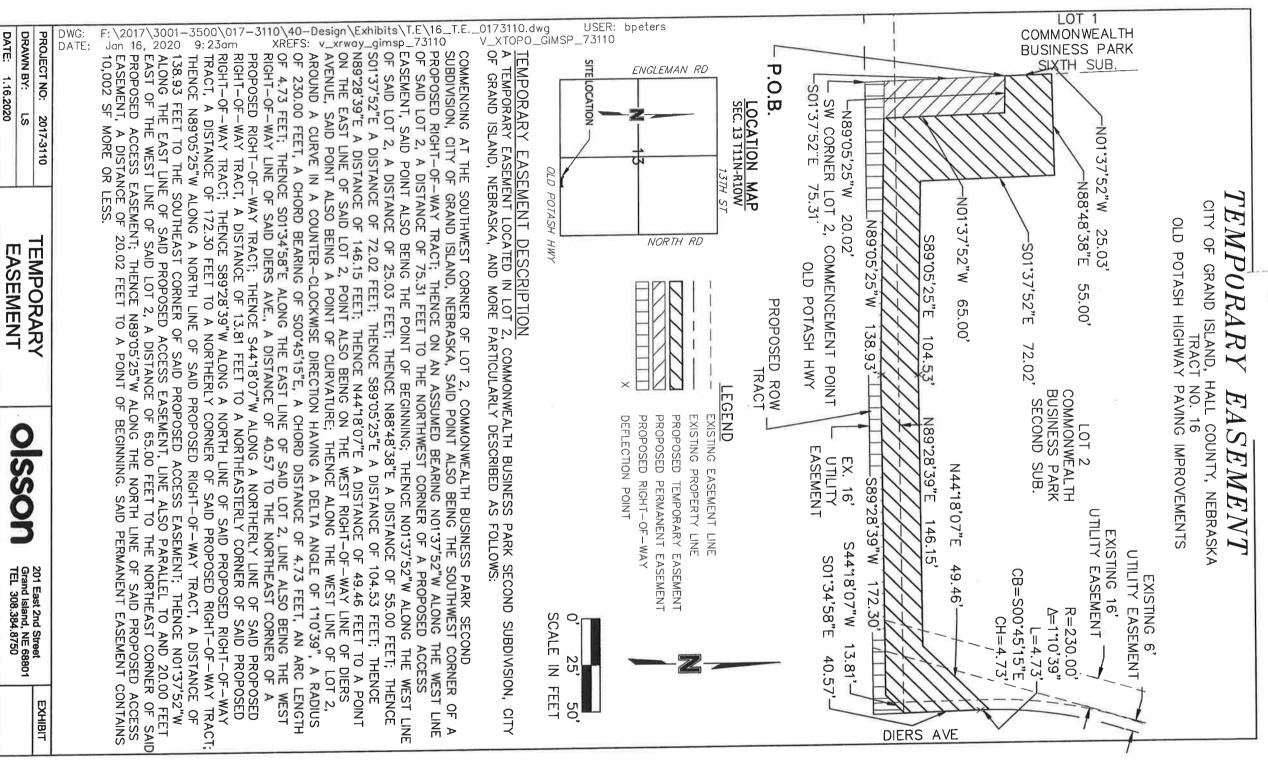
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to compensate the affected property owners for the Temporary Construction easements on the above described tracts of land.

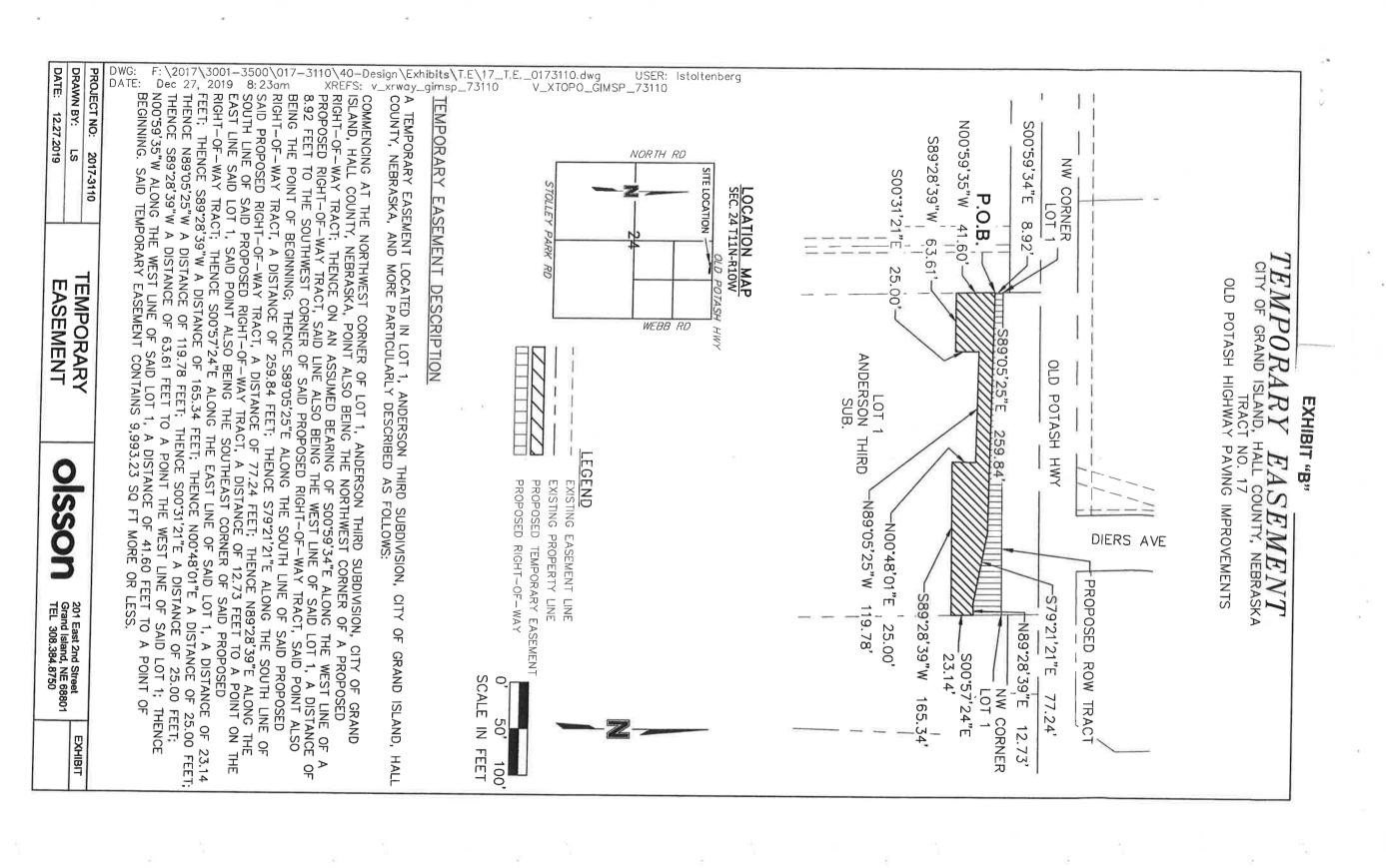
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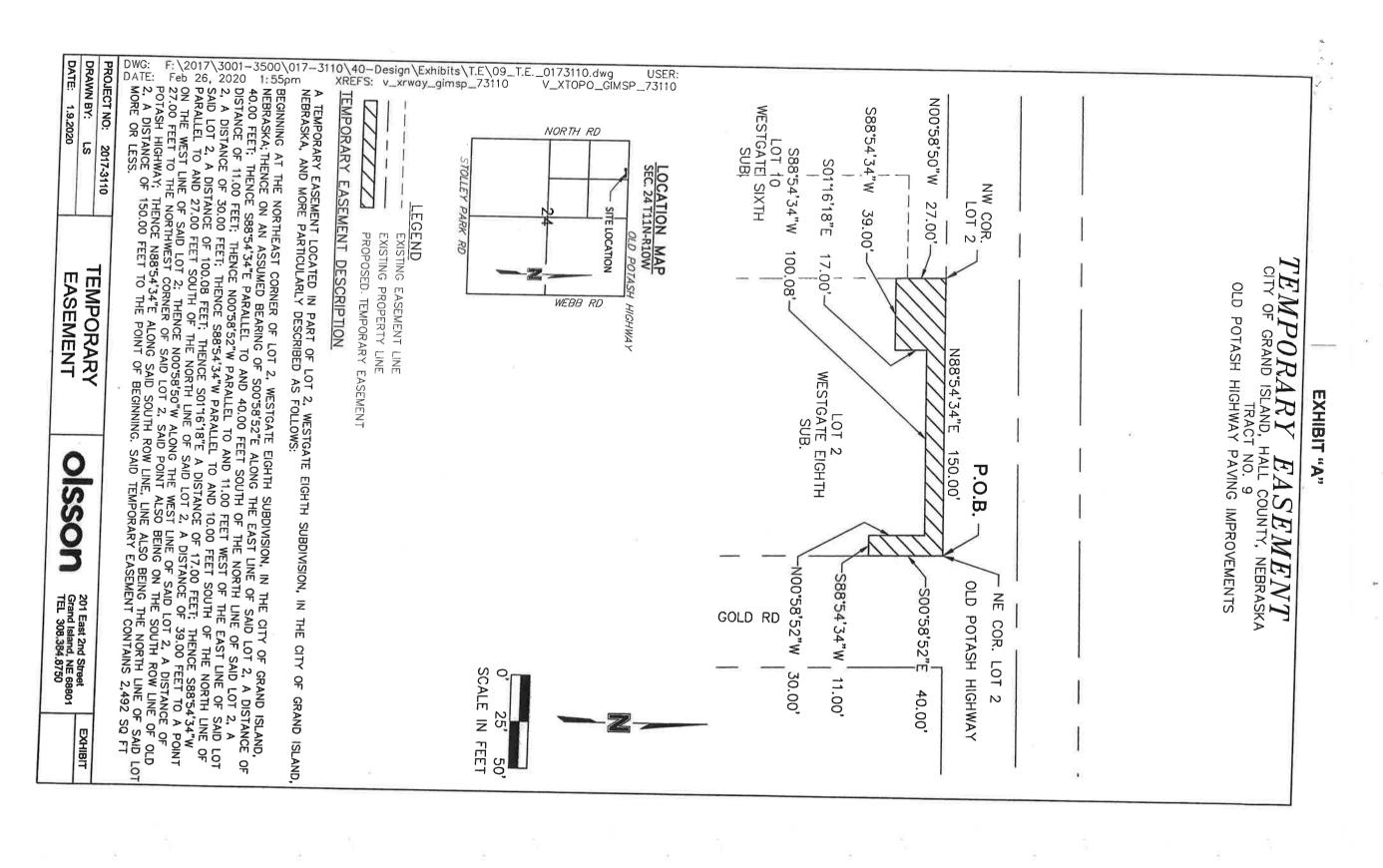
Adopted by the	City Council	of the Ci	ity of Grand	Island N	Jehraska A	Amoust 25	2020
Auobica by me	City Council	$\alpha$	ity on Chand	i isianu. P	чеглазка. 🖊	Tugust 25.	2020

	Roger G. Steele, Mayor	
Attest:		
RaNae Edwards. City Clerk		











# City of Grand Island

Tuesday, August 25, 2020 Council Session

## Item G-13

#2020-202 - Approving Certificate of Final Completion for Diffuser Replacement; Project No. 2020-WWTP-3

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

# Council Agenda Memo

From: Jon Menough PE, Wastewater Plant Engineer

Meeting: August 25, 2020

Subject: Approving Certificate of Final Completion for Diffuser

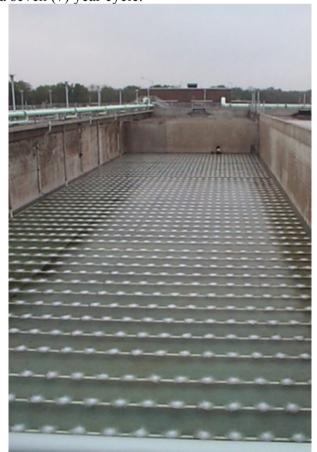
Replacement; Project No. 2020-WWTP-3

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

### **Background**

JCI Industries, Inc. of Lincoln, Nebraska was awarded a \$25,295.00 contract on May 12, 2020, via Resolution No. 2020-116, for Diffuser Replacement; Project No. 2020-WWTP-3.

This project replaced the ethylene propylene diene terpolymer (EPDM) membrane component within the diffuser assemblies in the oxic zones of one (1) aeration basin with a 9-inch membrane diffuser at the Wastewater Treatment Plant. The original membranes were installed in 2012 and require replacement on a seven (7) year cycle.



**Aeration Basin** 



Diffuser

### **Discussion**

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. Construction was completed on budget, for a total cost of \$25,295.00, with Public Works Engineering staff cost of \$1,730.00 and advertising expense of \$103.19, resulting in a total project cost of \$27,128.19.

### **Alternatives**

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

- 1. Move to approve a resolution authorizing the Certificate of Final Completion.
- 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 Certificate of Final Completion for Diffuser Replacement; Project No. 2020-WWTP-3.

### **Sample Motion**

Move to approve the Certificate of Final Completion for Diffuser Replacement; Project No. 2020-WWTP-3.

#### **ENGINEER'S CERTIFICATE OF FINAL COMPLETION**

Diffuser Replacement; Project No. 2020-WWTP-3 CITY OF GRAND ISLAND, NEBRASKA August 25, 2019

TO THE MEMBERS OF THE COUNCIL CITY OF GRAND ISLAND GRAND ISLAND, NEBRASKA

This is to certify that Diffuser Replacement; Project No. 2020-WWTP-3 has been fully completed by JCI Industries, Inc. of Lincoln, Nebraska under the contract awarded May 12, 2020. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

#### Base Bid-

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost	
1	9-Inch EPDM Membrane Diffuser Replacement	1.00	LS	\$ 25,295.00	\$ 25,295.00	

Total Base Bid Section = \$25,295.00

#### **Additional Costs-**

Grand Island Public Works Department	Construction Engineering	\$1,730.00
Grand Island Independent	Advertising	\$103.19

Total Additional Costs = \$1,833.19

Total Project Costs = \$27,128.19

I hereby recommend that the Engineer's Certificate of Project No. 2020-WWTP-3 certifying that JCI Industries	
John Collins – City Engineer/Public Works Director	Roger G. Steele – Mayor

#### RESOLUTION 2020-202

WHEREAS, the City Engineer/Public Works Director issued a Certificate of Final Completion for Diffuser Replacement; Project No. 2020-WWTP-3 certifying that JCI Industries, Inc. of Lincoln, Nebraska under contract, has completed such for the total amount of \$25,295.00; and

WHEREAS, with Public Works Engineering staff cost of \$1,730.00 and advertising expense of \$103.19, resulted in a total project cost of \$27,128.19; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the project; and

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Diffuser Replacement; Project No. 2020-WWTP-3 is hereby confirmed for the total amount of \$25,295.00.

- - -

Δ	donted by the	City Council	l of the City of	Grand Island	Nehraska	Amoust 25	2020
А	aobiea by the	City Council	i oi the City of	Cirana Islana	. Nebraska. <i>i</i>	August 25.	ZUZU

	Roger G. Steele, Mayor	
Attest:		
RaNae Edwards, City Clerk	-	

Approved as to Form 

May 9, 2017 

City Attorney



# City of Grand Island

Tuesday, August 25, 2020 Council Session

# Item G-14

**#2020-203 - Approving Award of Proposal for Permitting Software** and Implementation

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

# Council Agenda Memo

From: John Collins PE, Public Works Director

Meeting: August 25, 2020

**Subject:** Approving Award of Proposal for Permitting Software

and Implementation

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

### **Background**

The application used by the Public Works Department for permitting and invoicing no longer functions consistently. Over the years this application was not updated as hardware and operating systems were improved.

### **Discussion**

It is necessary to acquire a new application so that permitting can continue. The specifications awarded under State of Nebraska Contract No. 78128 O4 meet all of the requirements for the Public Works Department permitting system.

In addition to the functions of the existing system, the proposed replacement provide a number of benefits, including:

- Integration with current Tyler Technology Munis Financial Software, eliminating current process of manual invoicing and receipting in various systems
  - Able to handle permitting and invoicing in same system (have multiple systems currently), which will reduce payment entries and reduce chance for error
  - o Improve reconciliation of invoicing and collection
- Time efficiencies could be created amongst City departments, as all have the capability of being on the same software and viewing documents
  - o Reduce chances of multiple employees working the same job without knowing it
  - o Improve communication amongst City staff, resulting in a positive experience with the citizen/ contractor
  - o Increase internal transparency within the City
- Clean up email space, as documents can be stored within the software system
  - o Will improve plan review and allow all reviewers to see all comments
- Provide a clean history of records (all current records can be transferred)

- o All documents can be linked to the respective property, which will be easily accessible and found in a consistent location
- Scheduling, linear process and work flow present a considerable reduction in administrative time spent documenting and tracking
  - Applications (License Agreement, Right-of-Way, Opening, Sanitary Sewer, Storm Sewer, Public Events/ Street closure, Vacation of Public Easement/Right-of-Way, Oversize/Overweight Load, Liquor License, Code Enforcement cases, Inspection)
  - o Plan Review
    - Water, Sanitary Sewer, Storm Sewer, Paving, Electrical
- Online mapping and reporting tool which will provide transparency and community interaction
- Citizen Request portal
- Collaborate with ESRI/ GIS system
  - o Aerial views and map layers for public infrastructure

OpenGov, through Carahsoft Technology Corporation, offers a first year setup fee of \$77,851.62, and years 2-5 at \$49,438.62. Use of CARES funding is planned for the first year expense, with Public Works budgeting for future year expenses.

### **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 software permitting system and implementation award to OpenGov, through Carahsoft Technology Corporation of Reston, Virginia.

### Sample Motion

Move to approve the award.

#### RESOLUTION 2020-203

WHEREAS, Public Works Department has a failing Access database, which used for permit issuance and monthly invoicing; and

WHEREAS, the specifications awarded under State of Nebraska Contract No. 78128 O4 meet all of the requirements for the Public Works Department permitting system; and

WHEREAS, purchasing the permitting system from the State Contract Holder meets all statutory bidding requirements; and

WHEREAS, the funding for such permitting software will be covered by the CARES act for the first year in the amount of \$77,851.62, with years 2-5 budgeted by Public Works in the amount of \$49,438.62 annually.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of a software permitting system and implementation from OpenGov, through Carahsoft Technology Corporation of Reston, Virginia is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 25, 2020.

	Roger G. Steele, Mayor	
Attest:		
RaNae Edwards, City Clerk		

Approved as to Form ¤ \_\_\_\_\_\_ August 20, 2020 ¤ City Attorney



# **City of Grand Island**

Tuesday, August 25, 2020 Council Session

## Item G-15

#2020-204 - Approving Keno Satellite Location and Agreement for Full Circle Venue, LLC dba Infinity Lounge, 3333 Ramada Road

**Staff Contact: RaNae Edwards** 

# Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: August 25, 2020

**Subject:** Approving Keno Satellite Location and Agreement for

Full Circle Venue, LLC dba Infinity Lounge, 3333

Ramada Road

**Presenter(s):** RaNae Edwards, City Clerk

### **Background**

An Interlocal Agreement governing County/City keno operations provides that the City shall have the duty to review and approve satellite operations within the City. Fonner Keno, Inc. has previously been licensed to operate keno at Fonner Park as well as other facilities in the City that have been designated as satellite locations for the operation of keno.

### **Discussion**

Full Circle Venue, LLC dba Infinity Lounge, 3333 Ramada Road has submitted a request for approval of a satellite location at the premises of Infinity Lounge, 3333 Ramada Road. Approval of the Satellite Agreement between Full Circle Venue, LLC and Fonner Keno, Inc. is required along with approval for the satellite location. The Agreement has been reviewed by the Legal and Building Departments.

### **Alternatives**

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

- 1. Move to approve the request
- 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 request for a Keno Satellite Location and Agreement for Full Circle Venue, LLC dba Infinity Lounge, 3333 Ramada Road.

### **Sample Motion**

Move to approve the request for a Keno Satellite Location and Agreement for Full Circle Venue, LLC dba Infinity Lounge, 3333 Ramada Road.

### SATELLITE AGREEMENT

THIS SATELLITE AGREEMENT made this 18th day of August, 2020 by and between FONNER KENO, INC., a Nebraska corporation, (hereinafter referred to as "Contractor") and Full Circle Venue LLC, DBA Infinity Lounge (hereinafter referred to as "Satellite Owner").

Whereas, the County of Hall, Nebraska (hereinafter referred to as "the County") and the City of Grand Island, Nebraska (hereinafter referred to as "the City") have entered into an inter-local Cooperation Agreement, dated the 23rd day of March, 1993 (hereinafter referred to as "the Inter-local Cooperation Agreement) for the conduct by the County of a keno-type lottery game consistent with the provisions of the Nebraska County and City Lottery Act (Neb. Rev. Stat. Sections 9-601 through 9-653); and

Whereas, the Contractor has entered into a Lottery Operator Agreement dated the 23<sup>rd</sup> day of March, 1993 (hereinafter referred to as "the Lottery Operator Agreement") with the County for the operation of a keno-type lottery game, the term of which Lottery Operator Agreement was extended by a Modification and Extension of Lottery Operator Agreement dated October 14, 1997; and

Whereas, the Satellite Owner has been designated as an additional satellite location consistent with Paragraph 3.3 of the Lottery Operator Agreement; and

Whereas, the Contractor and the Satellite Owner desire to enter into this Satellite Agreement to provide for the rights, duties and obligations of the Contractor and the Satellite Owner in regard to the establishment of a keno-type lottery game at the premises of the Satellite Owner.

Now, therefore, in consideration of the mutual covenants contained herein, the parties do hereby agree and contract as follows:

- 1. The Satellite Owner agrees to permit the Contractor to establish a keno-type lottery game at the premises of the Contractor described on Exhibit "A" attached hereto and made part hereof by reference (hereafter referred to as "the Satellite Location") upon the following terms and conditions.
- 2. The Contractor may commence a keno-type lottery game at the Satellite Location by providing the equipment necessary for the keno-type lottery game including, but not limited to, cable, terminals and ticket printers. The Satellite Owner shall, however, provide at the expense of the Satellite Owner a cabinet and counter area for such equipment and an adequate electrical power supply to operate such equipment along with internet access. The Satellite Owner shall also provide and install at the expense of the Satellite Owner all video monitors and cable that display the winning numbers to the public. The Contractor shall reserve the right, in sole discretion of the Contractor, to provide equipment at the Satellite Location, which is separate from equipment

1

- at the main or primary location of the Contractor as provided in the Lottery Operator Agreement.
- 3. The Contractor shall commence the keno-type lottery game at the Satellite Location as soon as possible after the execution of this Satellite Agreement by the Contractor and the Satellite Owner consistent with the Lottery Operator Agreement. The keno-type lottery game at the Satellite Location shall, at all times, comply with the requirements of the Nebraska County and City Lottery Act (Neb. Rev. Stat. Sections 9-601 through 9-653), the rules and regulations of the Nebraska Department of Revenue and the rules and regulations of the Contractor. The Satellite Owner agrees to strictly comply with all requirements of the Nebraska County and City Lottery Act (Neb. Rev. Stat. Sections 9-601 through 9-653), the rules and regulations of the Nebraska Department of Revenue, and the rules and regulations of the Contractor in regard to the operation of a keno-type lottery game at the Satellite Location. The Satellite Owner agrees to issue keno tickets in compliance with the instructions of the Contractor. The Satellite Owner further agrees to award and pay prizes and to redeem all winning tickets in compliance with the instructions of the Contractor. The Contractor shall remain responsible for the operation of the keno-type lottery game at the Satellite Location consistent with the Lottery Operator Agreement.
- 4. The Satellite Owner shall receive five percent (5%) of the gross proceeds received from the operation of the keno-type lottery game at the Satellite Location. The Satellite Owner shall have no interest in any gross proceeds received from the operation of the keno-type lottery game at any main or primary location of the Contractor as provided in the Lottery Operator Agreement or from the operation of the keno-type lottery game at any satellite location other than the Satellite location as provided in the Lottery Operator Agreement. Gross proceeds shall be defined as provided in the Lottery Operator Agreement. The amount due to the Satellite Owner shall be paid to the Satellite Owner by the Contractor no later than fifteen (15) days following the last day of the lottery operations for each month. The Satellite Owner shall have no right to retain any of the gross proceeds from the operation of the keno-type lottery game and shall have no interest in the gross proceeds of the keno-type lottery game except as provided in this Paragraph 4.
- 5. The Satellite owner shall hire and provide suitable management and operational personnel for the conduct of the lottery at the Satellite Location subject to the following:
  - 5.1.Each employee of the Satellite Owner who is engaged in the operation of the lottery or has direct unsupervised access to the lottery equipment shall

- be individually bonded in the amount of Twenty-Five Thousand Dollars (\$25,000.00);
- 5.2.Each employee of the Satellite Owner, in the sole discretion of the Contractor, shall be subject to a complete and thorough background and criminal history check prior to, and throughout his/her term of employment;
- 5.3. Each employee of the Satellite Owner shall be subject to the control and supervision of the Contractor in regard to the conduct and operation of the keno-type lottery game at the Satellite Location;
- 5.4.Each employee of the Satellite Owner involved in the conduct and operation of the keno-type lottery game shall be subject to such training, to be provided at the expense of the Contractor and shall be further subject to the approval of the Contractor before such employee of the Satellite Owner is permitted to become involved in the conduct and operation of the keno-type lottery game at the Satellite Location; and
- 5.5.Each employee of the Satellite Owner involved in the conduct and operation of the keno-type lottery game shall be familiar with the rules and regulations of the Contractor and the Nebraska Department of Revenue in regard to the conduct and operation of the keno-type lottery game at the Satellite Location and shall fully comply with such rules and regulations of the Contractor and the Nebraska Department of Revenue.
- 6. The Satellite Owner shall permit the Contractor access to the Satellite Location during regular business hours for any purpose related to this Satellite Agreement, the Lottery Operator Agreement or the operation of the keno-type lottery game at the Satellite Location.
- 7. The Satellite Owner shall take reasonable measures as required by the Contractor to keep safe the equipment for the keno-type lottery game provided by the Contractor and to provide secure areas for the storage of supplies for the keno-type lottery game at the Satellite Location. The Satellite Owner shall assume all risk for damage to the equipment for the keno-type lottery game provided by the Contractor unless such loss or damage is caused by the acts of the Contractor. The Contractor reserves the right, in the sole discretion of the Contractor, either to maintain insurance covering the equipment for the keno-type lottery game provided by the Contractor or to require the Satellite Owner to maintain insurance satisfactory to the Contractor covering the equipment for the keno-type lottery game provided by the Contractor with the Contractor named as an additional insured; provided, however, that the contractor shall be responsible for the cost of insurance covering the equipment for the keno-type lottery game provided by the Contractor.

- 8. The Satellite Owner shall make such arrangements as required by the Contractor to operate the keno-type lottery game at the Satellite Location including, but not limited to, arrangements for payments of prizes and disbursements in regard to the keno-type lottery game at the Satellite Location.
- 9. The Satellite Owner shall assume responsibility for any ticket written in error or for the payment of any prize not properly authorized for the payment in conformity with the rules and regulations of the Contractor and the Nebraska Department of Revenue.
- 10. The Satellite Owner shall use it's best efforts to detect efforts to cheat the keno-type lottery game or tamper with the equipment for the keno-type lottery game provided by the Contractor and promptly notify the Contractor of any such matters.
- 11. The Satellite Owner shall promptly notify the Contractor of any malfunction of the equipment for the keno-type lottery game provided by the Contractor for the Satellite Location.
- 12. The Contractor will provide all supplies for the operation of the keno-type lottery game at the Satellite Location. The Satellite owner shall not use any supplies for the operation of the keno-type lottery game at the Satellite Location except as provided by the Contractor. The Satellite Owner will reimburse the Contractor for the cost of supplies provided to the Satellite Owner by the Contractor.
- 13. The Satellite Owner shall be solely responsible for all expenses incurred at the Satellite Location in connection with the operation of the keno-type lottery game except for the costs relating to the equipment for the keno-type lottery game provided by the Contractor. The Satellite Owner shall be solely responsible for the payment of all expenses incurred by the Satellite Owner, including, but not limited to, taxes, insurance except as provided in Paragraph 7, rent, supplies, fees, salaries and all other such expenses incurred by the Satellite Owner in the operation of the keno-type lottery game at the Satellite Location.
- 14. The daily net proceeds from the keno-type lottery game at the Satellite Location shall be deposited by the Satellite Owner not later than noon of the next banking day following the date of receipt in an account maintained by the Contractor in a bank designated by the Contractor, consistent with any instructions of the Contractor. The daily net proceeds shall be the aggregate amount wagered at the Satellite Location less prizes paid by the Satellite Location in accordance with the rules and regulations of the Contractor and the Nebraska Department of Revenue.

- 15. The Satellite Owner will use its best efforts to maximize the gross proceeds from the keno-type lottery game at the Satellite Location.
- 16. The Contractor may terminate this Satellite Agreement if the gross proceeds from the operation of the keno-type lottery game at the Satellite Location are One Hundred Twenty Thousand Dollars (\$120,000,00) or less for any previous period of three (3) months; provided, however, that the Contractor shall have no right to terminate this Satellite Agreement for a period of six (6) months after the establishment of the keno-type lottery game at the Satellite Location.
- 17. The Satellite Owner shall sell concessions, including alcoholic and non-alcoholic beverages, and may conduct other legitimate business operations at the Satellite Location; provided, however, that the Satellite Owner shall comply with all applicable federal, state and local laws in selling concessions at the Satellite Location. Concessions shall include, but not to be limited to, food, alcoholic and non-alcoholic beverages, and souvenirs. All proceeds, expenses, and liabilities resulting from the sale of the concessions shall be the property and the sole responsibility of the Satellite Owner. The Satellite Owner shall maintain separate records and bank accounts for all concessions, which shall not be co-mingled with any funds or proceeds received in the conduct of the keno-type lottery game.
- 18. The Satellite Owner agrees to maintain any books and records of all operations associated with the operation of the keno-type lottery game required by the Contractor to comply with the Nebraska County and City Lottery Act (Neb. Rev. Stat. Section 9-601 through 9-653) and the rules and regulations of the Nebraska Department of Revenue.
- 19. The Contractor shall have the right, without notice to the Satellite Owner, to review any books and records relating to the lottery operations at the Satellite Location.
- 20. The Satellite Owner agrees to provide to the Contractor and keep current on at least an annual basis, financial statements, including balance statements and profit and loss statements of the Satellite Owner.
- 21. The term of this Satellite Agreement shall be for the remainder of the term of the Lottery Operator Agreement, including the term of any renewal or renewals of the Lottery Operator Agreement. In addition, the Contractor shall have the right to extend the term of this Satellite Agreement for the term of any new agreement between the County and the Contractor for the conduct of a keno-type lottery game. The Contractor and the Satellite Owner agree that the compensation of the Satellite Owner shall remain at five percent (5%) of

- the gross proceeds received from the operation of the keno-type lottery game, at the Satellite Location, during the term of this Satellite Agreement, and during the term of any renewal, extension, or renegotiation of this Satellite Agreement.
- 22. The Satellite Owner agrees to permit the Contractor to operate the keno-type lottery game consistent with the Lottery Operator Agreement and any schedule for the hours of operation of the keno-type lottery game developed by the Contractor and the County. Subject to the amendment of the schedule for the hours of operation of the keno-type lottery game by the Contractor and the County, the hours of operation of the keno-type lottery game at the Satellite Location shall be from 11:00 a.m. until 1:00 a.m. of the following day on Monday, Tuesday, Wednesday, Thursday, Friday and Saturday and from 11:00 a.m. to 10:00 p.m. on Sunday.
- 23. The Satellite Owner shall be responsible to conduct and maintain the business of the Satellite Location in an orderly fashion and maintain its license to sell alcoholic beverages for consumption at the Satellite Location.
- 24. The Satellite Owner shall, at all times, maintain insurance with an insurer acceptable to the Contractor covering general liability in the amount of One Million Dollars (\$1,000,000.00) per person and Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and One Hundred Thousand (\$100,000.00) for property damage and shall provide assumed contractual liability coverage as imposed by this Satellite Agreement notwithstanding that the Contractor or the County be named insured. The Satellite Owner shall provide proof of insurance with an insurance company acceptable to the Contractor within thirty (30) days of the execution of this Satellite Agreement and Annually thereafter, and the Contractor and the County, upon request, shall be an additional named insured therein. Said insurance shall contain a non-cancellation provision requiring thirty (30) days' notice to the Contractor prior to the cancellation of coverage. The Satellite Owner shall maintain coverage for workers compensation insurance as required by state law. The failure to maintain insurance as required by this Satellite Agreement shall constitute a breach of this Satellite Agreement.
- 25. The Satellite Owner shall indemnify and hold harmless the Contractor from any claims, loss or expenses to persons or property, including the equipment for the keno-type lottery game provided by the Contractor, caused or resulting from the operation of the keno-type lottery game at the Satellite Location unless, and to the extent, caused by the negligence of the Contractor.
- 26. The Satellite Owner shall be subject to the following provisions:
  - 26.1 The Satellite owner is prohibited from violating any law, rule or regulation governing the keno-type lottery game at the Satellite Location;

- 26.2. The Satellite Location shall, at all times, have seating capacity and available parking sufficient to accommodate members of the general public who may wish to come to the Satellite Location to observe or play the keno-type lottery game or to engage in any other activity conducted at the Satellite Location.
- 26.3. The Satellite Location shall, at all times, have sufficient facilities to permit the Contractor to sell keno tickets.
- 26.4. The Satellite Location may be required by the Contractor to have a board or other monitor clearly visible to the players on which the winning numbers are displayed simultaneously or nearly simultaneously with their display at the main or primary location of the Contractor as described in the Lottery Operator Agreement;
- 26.5.The Satellite Location shall have proper security for the keno lottery activities and associated activities:
- 26.6.All persons with any direct or indirect ownership in the Satellite Location must, in the sole discretion of the Contractor, be of good character and financially responsible; and
- 26.7. The Satellite location must comply with any criteria or qualifications standards established by the County and the City, if applicable.
- 27. The Contractor shall have no ownership, nor any other interest, in the Satellite Location except for the right to operate the keno-type lottery game at the Satellite Location. The Contractor will not charge the Satellite Owner a fee for the right to be a Satellite Location. The Contractor shall pay the costs of the necessary equipment for the Satellite Location and the installation of same, and maintenance, repairs, financing, taxes, and insurance of any such equipment or failure of same. The Contractor is expressly prohibited from receiving any income or other proceeds from any concession sales of the Satellite Owner at the Satellite Location.
- 28. The Satellite owner agrees to strictly comply with all applicable laws and regulations of the United States, the State of Nebraska, the County and the City, if applicable, in regard to the operation of a keno-type game by the Contractor at the Satellite Location, together with the requirements, provisions and conditions of the Nebraska County and City Lottery Act (Neb. Rev. Stat. Sections 9-601 through 9-653) and administrative rules and regulations promulgated by the Nebraska Department of Revenue. In the event that any such law should be changed, amended, repealed, or newly enacted, the Satellite Owner shall comply to said change by the effective date of the change in the law. In the event that the Lottery Operator Agreement with the Contractor is terminated by the County for any reason whatsoever, this Satellite agreement may be terminated by the Contractor without liability to the Satellite Owner.

- 29. The Satellite Owner agrees to be bound by and comply with the applicable provisions of the Inter-local Cooperation Agreement, if applicable, and the Lottery Operator Agreement, which Inter-local Cooperation Agreement and Lottery Operator Agreement are made a part hereof by reference.
- 30. The Satellite Owner agrees to take all action requested by the Contractor to obtain a license from the City, if applicable, for the establishment of a kenotype lottery game at the Satellite Location.
- 31. The Satellite Owner acknowledges and agrees that the Contractor may establish a keno-type lottery game at other satellite locations consistent with the provisions of the Lottery Operator Agreement.
- 32. The Satellite Owner shall be considered to be in default of this Satellite Agreement upon the happening of any of the following events:
  - 32.1.Insolvency of the Satellite Owner;
  - 32.2. The filing of a petition of bankruptcy for the protection, under Chapter 7, 11 or 13 of the Bankruptcy Code, of the Satellite Owner, any partner of the Satellite Owner if Satellite Owner is a partnership, or any officer, director or shareholder of the Satellite Owner if the Satellite Owner is a corporation;
  - 32.3. The conviction of the Satellite Owner or any partner, director, officer, shareholder or employee of the Satellite Owner of a felony relating to the honesty or trustworthiness of the Satellite Owner in the Performance of this satellite Agreement.
  - 32.4. The failure of the Satellite Owner to comply with any federal, state or local law:
  - 32.5. The failure to provide material information, the furnishing of false information, or the omissions of material information as required to be disclosed to the Contractor under this Satellite Agreement.
  - 32.6. The failure of the Satellite Owner to provide the Contractor with the sufficient facilities at the Satellite Location, in the sole discretion of the Contractor, to permit the Contractor to operate the keno-type lottery game; or
  - 32.7. Any breach of this Agreement.
- 33. The Contractor may terminate this Satellite Agreement in the event that the Satellite Owner or partner, director, officer, shareholder or employee of the Satellite Owner has:
  - 33.1.violated any provision of the Nebraska County and City Lottery Act (Neb. Rev. Stat Section 9-601 through 9-653);
  - 33.2.violated any of the rules and regulations of the Nebraska Department of Revenue;
  - 33.3.violated any of the rules and regulations of the Contractor in regard to the operation of the keno-type lottery game at the Satellite Location;

- 33.4.condoned or promoted the conduct of any gambling activity not recognized or authorized by the laws of the State of Nebraska;
- 33.5.had its right to continue as a Satellite Location disapproved by the County or the City, if applicable.
- 34. The Satellite Owner shall comply with all rules and regulations established by the Contractor in regard to the operation of the keno-type lottery game at the Satellite Location.
- 35. No officer, director, shareholder, partner or owner of the Satellite Location shall play the keno-type lottery game or claim any keno-type lottery game prizes at the Satellite Location.
- 36. The Contractor may terminate this Satellite Agreement upon five (5) days' notice to the Satellite Owner at any time the Satellite Owner breaches any of the terms of this Satellite Agreement or is otherwise in default of this Satellite Agreement and fails to cure such breach or default within said five (5) day period after notice is given of such default or breach by the Contractor. The Contractor may, however, extend the period within which to allow the Contractor to cure such breach or default. The Contractor may terminate this Satellite Agreement upon thirty (30) days' notice to the Satellite Owner if the Lottery Operator Agreement of the Contractor is terminated by the County for any reason whatsoever.
- 37. The Satellite Owner shall provide and maintain a performance bond in the form of a corporate surety acceptable to the Contractor in the amount of Twenty-Five Thousand Dollars (\$25,000.00), said bond to guarantee the Satellite Owner's full and complete performance of this Satellite Agreement, including the payment to the Contractor of all sums due hereunder and the payment of all prizes claimed. Said bond shall provide that said bond shall not be canceled except upon giving thirty (30) days' notice in writing to the Contractor. Any termination or cancellation of said bond during the term of this Satellite Agreement shall constitute a breach of this Satellite Agreement; provided, however, that the Satellite Owner may cure such breach by filing with the Contractor a replacement bond in the form and surety satisfactory to the Contractor on or before the effective date of termination or cancellation of said bond. In lieu of said bond, the Satellite Owner, with the consent of the Contractor, may file with the Contractor a letter of credit issued by a local bank or other financial institution or other collateral acceptable to the Contractor in the amount of Twenty-Five Thousand Dollars (\$25,000.00); provided, however, that the Satellite Owner shall be in breach of this Satellite Agreement at any time during the term of this Satellite Agreement that the Satellite Owner does not have on file with the Contractor a letter of credit issued by a local bank or other financial institution or other collateral

- acceptable to the Contractor in the amount of Twenty-Five Thousand Dollars (\$25,000.00).
- 38. In the event of the breach of the Satellite Agreement, and in addition to all remedies available under this Satellite Agreement, or at law or in equity, the Contractor shall be entitled to affirmative or negative injunctive relief.
- 39. No waiver by either party to this Satellite Agreement at any time of any breach by the other party or if compliance by the other party with any condition or provision of this Satellite Agreement to be performed by the other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time. Any invalidity or unenforceability of any provision or provisions of this Satellite Agreement shall not affect the validity or enforceability of any other provisions of this Satellite Agreement, nor shall the invalidity or unenforceability of a portion of any provision of this Satellite Agreement affect the validity or enforceability of the balance of such provisions. All other provisions and parts of provisions shall remain in full force and effect; provided, however, if the removal or inoperative effect of any such provision or part of any provision so declared invalid or unenforceable shall materially affect the Contractor's rights bereunder, the Contractor may terminate this Satellite Agreement.
- 40. Whenever this Satellite Agreement shall set forth any time for any action to be performed by, or on behalf of, the Satellite Owner, such time shall be deemed of the essence.
- 41. The parties hereto agree that all rights and obligations required under this Satellite Agreement are personal to the parties and that neither this Satellite Agreement, nor any rights or obligations hereunder, may be assigned, transferred, or subcontracted by the Satellite Owner.
- 42. This Satellite Agreement incorporates and integrates all terms and conditions of all documents and laws mentioned herein or incidental hereto and constitutes the entire Satellite Agreement between the parties hereto superseding any prior agreement or understanding, whether oral or written, express or implied. This Satellite Agreement may not be discharged or modified except as provided herein or permitted by law.
- 43. This Satellite Agreement shall be governed and construed in accordance with the laws of the State of Nebraska. Any legal action to enforce or declare any rights or obligations created or imposed by this Satellite Agreement shall be commenced in a court of the State of Nebraska.
- 44. Notices for any and all purposes hereunder, including service of process, shall be deemed to be sufficient if sent by certified or registered mail, postage prepaid, addressed as follows:

#### 44.1.To the Contractor:

Fonner Keno, Inc. 700 East Stolley Park Road P.O. Box 490 Grand Island, NE 68802-0490

#### 44.2.To the Satellite Owner:

At the address designated on Exhibit "A" attached hereto and made a part hereof by reference.

- 45. The Contractor shall have the option to renew this Satellite Agreement for any period during which the Lottery Operator Agreement is extended by the County.
- 46. The Satellite Owner shall promote the keno-type lottery game with the regular food and beverage customers of the Satellite Location consistent with any requirements of the Contractor. The Contractor shall have sole authority in regard to any other advertising and promotion of the keno-type lottery game at the Satellite Location. The Satellite Owner shall not engage in any advertising or promotion of the keno-type lottery game at the Satellite Location except with the consent of the Contractor.
- 47. The Satellite Owner agrees to cooperate with the Contractor regarding the operation of a keno-type lottery game at the Satellite Location and will execute and deliver any such other instruments and documents and take such other actions as may reasonably be required or requested from time to time by the Contractor in order to carry out the intended purposes of this Satellite Agreement and to comply with any and all laws and governmental regulations for the operation of a keno-type lottery game.
- 48. At the end of the term of this Satellite Agreement, or in the event of any termination of this Satellite Agreement, the Satellite Owner agrees to surrender the equipment for the keno-type lottery game provided by the Contractor at the Satellite Location to the Contractor. The Satellite Owner further consents to permit the Contractor access to the Satellite Location for the purposes of the removal of the equipment for the keno-type lottery game provided by the Contractor at the Satellite Location notwithstanding any dispute between the Satellite Owner and the Contractor regarding the termination of this Satellite Agreement. The Satellite Owner acknowledges and agrees that the Satellite Owner shall have no right, title or interest in the

equipment for the keno-type lottery game provided by the Contractor at the Satellite Location.

49. The Satellite Owner acknowledges and agrees that it is not an employee of, or joint venture or partner with, the Contractor. This Satellite Agreement does not give rise for any claim, loss or damages against the Contractor in the event of the termination of the Satellite Agreement, or in the event that the Contractor is unable to perform hereunder for any reason whatsoever.

In Witness whereof, the parties have executed this Satellite Agreement

Fonner Keno, Inc.

A Nebraska Corporation

Chris Konnak Cto

"Contractor"

Full Circle Venue LLC, DBA Infinity

Lounge

A Nebraska Corporation

# Exhibit "A"

1. The address of and general description of the Satellite Location under Paragraph 1. of the Satellite Agreement is:

Premises of:

Infinity Lounge

3333 Ramada Road

Grand Island, NE 68801

2. The mailing address for notice to the Satellite Owner under Paragraph 44.2 of the Satellite Agreement is:

Full Circle Venue, DBA Infinity Lounge

3333 Ramada Road

Grand Island, NE 68801

#### **OPTION**

The undersigned hereby grants to Fonner Keno, Inc., ("Fonner Keno"), a Nebraska corporation, the option to establish a keno-type lottery game at the premises of

Full Circle Venue LLC, DBA Infinity Lounge, 3333 Ramada Road, Grand Island, NE 68801 , upon the following terms and conditions:

- 1. The undersigned acknowledges that Fonner Keno has entered into a Lottery Operator Agreement dated the 23<sup>rd</sup> day of March 1993 ("Lottery Operator Agreement") with the County of Hall, Nebraska ("County") for the establishment of a keno-type lottery game and that the term of such Lottery Operator Agreement was extended by a Modification and Extension of Lottery Operator Agreement dated October 8, 2002.
- 2. The undersigned further acknowledges that Fonner Keno may operate any number of Satellite locations within the boundaries of the County, subject to the approval of the County, consistent with Paragraph 3.3 of the Lottery Operator Agreement. If any such satellite location is located within the boundaries of the City of Grand Island, Nebraska ("City"), Fonner Keno may not operate such satellite location before obtaining the approval of the City.
- 3. The undersigned desires to be designated as an additional satellite location consistent with the Lottery Operator Agreement, and further desires to enter into the Satellite Agreement with Fonner Keno, attached hereto as Exhibit "A" and made a part hereof by reference.
- 4. The undersigned agrees to complete the Sales Outlet Application, attached hereto as Exhibit "B" and made a part hereof by reference, and any other materials requested by the County, and deliver same to Fonner Keno for submission to the County.
- 5. The undersigned acknowledges that the sole consideration for the Option shall be the submission of the Sales Outlet Application and this Option by Fonner Keno to the County and the City, if applicable, consistent with the provisions of Paragraph 3.3 of the Lottery Operator Agreement.
- 6. The undersigned acknowledges that Fonner Keno will rely on this Option in submitting the Sales Outlet Application of the undersigned and this Option to the County and the City, if applicable, consistent with the provisions of the Lottery Operator Agreement, and may incur expense in regard to the submission to the County of the Sales Outlet Application of the undersigned and this Option consistent with the provision of the Lottery Operator Agreement.

- 7. Fonner Keno may exercise this option to establish a keno-type lottery game at the premises of the undersigned, as described in this Option, in the sole discretion of Fonner Keno and upon the exercise of such option by Fonner Keno, the undersigned shall execute the Satellite Agreement, attached hereto as Exhibit "A" and made a part hereof by reference.
- 8. This Option shall be void and of no further force and effect whatsoever unless it is exercised in the sole discretion of Fonner Keno.
- 9. This Option shall terminate if the Sales Outlet Application of the undersigned and this Option are not approved by the County and the City, if applicable consistent with Paragraph 3.3 of the Lottery Operator Agreement. If the undersigned has not entered into the Satellite Agreement attached here to as Exhibit "A" and made a part hereof by reference, on or before <u>December 31, 2020</u> this Option shall be considered terminated.
- 10. This Option shall be subject to the terms and conditions of the Lottery Operator Agreement and the Interlocal Cooperation Agreement dated the 23rd day of March 1993, between the County and the City.
- 11. The undersigned acknowledges that Fonner Keno has no obligation to establish a keno-type lottery game at the premises of the undersigned described in this Option and the obligation of Fonner Keno to Establish a keno-type lottery game at the premises of the undersigned described in this Option shall arise only upon the execution in the sole discretion of Fonner Keno, of the Satellite Agree m en t.
- 12. The submission of the Sales Outlet Application of the undersigned and this Option to the County and the City, if applicable, will not result in any rights of the undersigned to have the premises of the undersigned described in this Option designated as a satellite location. The establishment of a satellite location at the premises of the undersigned described in this Option by Fonner Keno is expressly subject to the approval of the County and the City, if applicable.
- 13. Fonner Keno shall have no obligation to enter into the Satellite Agreement except in the sole discretion of Fonner Keno and consistent with the Lottery Operator Agreement. Fonner Keno will enter into the Satellite Agreement only upon compliance with the requirements of the Lottery Operator Agreement including, but not limited to, the approval of a satellite location at the premises of the undersigned described in this Option by the County and the City, if applicable.

- 14. The undersigned acknowledges that the County and the City have established or may establish criteria of qualification standard for satellite locations. The undersigned agrees to provide Fonner Keno with such additional information required by Fonner Keno to determine whether the undersigned complies with any criteria or qualification standards established by the County and, if applicable, the City. The undersigned acknowledges that the undersigned will be ineligible to be designated as an additional Agreement in the event that the undersigned fails to comply with any criteria or qualification standards established by the County and, if applicable, the City.
- 15. The undersigned will not transfer, sell, assign, grant or convey this Option to any other person or entity.
- 16. The undersigned will indemnify and hold Fonner Keno harmless against any liability incurred by Fonner Keno in reliance on the Option in the event that the undersigned fails to perform he terms and conditions of this Option.
  - 17. Time is of the essence in regard to this Option.
- 18. This Option is binding upon the parties hereto and upon their respective heirs, successors, personal representatives and assigns.

DATED	this	18th	day of	August	2020

#### President

#### RECEIPT

Fonner Keno, Inc., hereby acknowledges receipt of this Option and agrees to submit this Option, together with the applicable Sales Outlet Application, to the County of Hall, Nebraska and the City of Grand Island, Nebraska, if applicable, consistent with the Lottery Operator Agreement dated the 23rd day of March 1993, between Fonner Keno, Inc., and the County of Hall, Nebraska; provided, however, that Fonner Keno, Inc., shall have no obligation to establish a keno-type lottery game at the premises described in the foregoing Option, except in the sole discretion of Fonner Keno, Inc.

FONNER KENO, INC., A Nebraska Corporation

By Cholde CHRISKONIAL CES 8.18.2020

Casey J. Williams

05-19-2020

OB-15-2020

**Full Circle Venue LLC** 

**DBA: Infinity Lounge** 

3333 Ramada Rd

Grand Island, NE 68801

March 5, 2020

Kim Dugan

Hall County Keno Administrator

121 South Pine Street

Grand Island, NE 68801

Re: Keno Application

Dear Kim:

This letter is to advise you and the County Board, of a Security Plan that has been discussed between Misti Williams & Casey Williams, Owners and Patrick Smith, Fonner Keno Manager. We will be depositing the daily proceeds from the keno operation into a separate safe which is located on the premises. The proceeds will be deposited directly into the Hall County Keno account at Home Federal on the following business day. The amount of the deposit is confirmed by the bank and reported to Fonner Keno via telephone. Cameras have been installed above the keno station and keno safe on premises.

Please let us know if you have any further questions.

Mill Williams

Sincerely,

Infinity Lounge

Misti Williams

**Casey Williams** 

**Owners** 

# APPLICATION FOR HALL COUNTY KENO SALES OUTLET APPROVAL

1.	Business name and location of proposed sales of	_		ue, DBA Infinity Lounge				
	3333 Ramada Road, Grand Island, NE 68801 (Located	inside Boarders Inn	& Suites)					
2.	Address of proposed sales outlet location: 333	33 Ramada Rd, GI, N	E 68801					
3.	. Applicant's name: Fell Circle Venue LLC, DBA Infinity Lounge (Casey & Misti Williams)							
4.	Applicant is: ☐ individual/sole proprletorship; ☐ partnership; ☑ corporation (check one)							
of apj	Provide below the name, address, and date of bit a business entity, of all officer, director, employed plicant (other than an employee whose duties are ture of each person's ownership interest. (Attach	e, or limited liab purely ministeria	ility compa I in nature	any member of the				
	casey J. Williams, President of Full Circle Venue LLC	DOB 12/06/19	74	10% Owner				
928	Sun Valley Place, Grand Island, NE 68801							
	Misti A. Williams, Member of Full Circle Venue LLC	DOB 08/20/	1975	90% Owner				
928	Sun Valley Place, Grand Island, NE 68801	······································						
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i, ) ha	Provide below the name, address, and date of bir rge of the day-to-day operations of the keno lotte	th of the person o ary at the sales ou	r persons v tlet locatio	who will be in on:				
	Misti A. Williams, 928 Sun Valley Place, Grand Island	NE 68801 DOB 08/	20/1975					
	Casey J. Williams 928 Sun Valley Place, Grand Islan	d, NE 68801 DOB 13	2/06/1974	70				
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			<del>" - "- '</del>					

7. Provide below the name, address, and date of birth of each person that will be involved in the conduct of the keno lottery at the sales outlet location:
LaSha Hudson 903 Sun Valley Drive, Grand Island, NE 68801 DOB 09/26/1994
Jeanne A Kenney 609 Kennedy Drive Apt. #4, Grand Island, NE 68803 DOB 01/30/1969
Leela Castilio 1019 N Howard Ave., Grand Island, NE 68803 DOB 09/22/1978
Walter Gonzalez Fuentes 324 E South St, Grand Island, NE 68801 DOB 03/05/1996
8. Has the applicant individually, or in the case of a business entity, any officer, director, employee, or limited liability company member of the applicant (other than an employee whose duties are purely ministerial in nature) been a party in any lawsuit filed or pending within ten years of the date of this application? NO If yes, for each such suit state the names of the parties, the court and case number, and the type of action and whether a judgment was entered against the applicant or person having ownership interest in the applicant. Attach additional sheets if necessary.
9. Has the applicant individually, or in the case of a business entity, any officer, director, employee, or limited liability company member of the applicant (other than an employee whose duties are purely ministerial in nature) been a party in any lawsuit filed a petition in bankruptcy within the previous ten year period? NO If yes, for each such state the name of the bankruptcy debtor, the court, and case number. Attach additional sheets if necessary.

employee, or limited lie duties are purely minist	ability company member of terial in nature) delinquent	a business entity, any office f the applicant (other than ar in the payment of any count of each delinquency and ex	employee whose
	,		

- 11. Has the applicant individually, or in the case of a business entity, any officer, director, employee, or limited liability company member of the applicant (other than an employee whose duties are purely ministerial in nature), or any person with a substantial interest in the applicant:
  - a) been found by a court or an administrative agency or tribunal to have violated the provisions, requirements, conditions, limitations, or duties imposed by this Resolution, the Nebraska Bingo Act, the Nebraska County and City Lottery Act, the Nebraska Lottery and Raffle Act, the Nebraska Pickle Card Lottery Act, the Nebraska Small Lottery and Raffle Act, the State Lottery Act, or any rules or regulations adopted and promulgated pursuant to such acts;
  - b) been found by a court or an administrative agency or tribunal to have knowingly caused, aided, abetted, or conspired with another to cause any person to violate any of the provisions of such acts or any rules or regulations adopted and promulgated pursuant to such acts;
  - been found by a court or an administrative agency or tribunal to have obtained a permit or permit pursuant to such acts by fraud, misrepresentation, or concealment;
  - d) convicted of, forfeited bond upon a charge of, or pleaded guilty or nolo contendere to any
    offense or crime, whether a felony or a misdemeanor, involving any gambling activity or
    fraud, theft, willful failure to make required payments or reports, or filing false reports
    with a governmental agency at any level;
  - e) convicted of, forfeited bond upon a charge of, or pleaded guilty or nole contendere to any felony within the ten years preceding the filing of the application:
  - f) been found by a court or an administrative agency or tribunal to have denied without lawful cause the Nebraska Department of Revenue or their authorized representatives, including authorized law enforcement agencies, access to any place where activity required to be licensed under the Nebraska County and City Lottery Act is being conducted or failed to produce for inspection or audit any book, record, document, or item required by law, rule, or regulation;

NO . If yes, identify each such person or entity and explain fully the nature of the administrative of judicial proceedings, the outcome, the date of such action, and the basis for the finding or conviction:

12. Is the applicant individually, or in the case of a business entity, any officer, director, employee, or limited liability company member of the applicant (other than an employee whose duties are purely ministerial in nature), any other person or entity directly or indirectly associated with such applicant currently the subject of an investigation by an agency of the state of Nebraska or an agency of the United States of America? NO If yes, for each such person or entity state the agency or agencies conducting such investigation:
13. Does the proposed sales outlet location meet the accessibility requirements of the Americans with Disabilities Act of 1990? If yes, provide a statement of compliance from an architect or consultant who has surveyed the facility for compliance.
14. Seating capacity of sales outlet location: 125
15. Parking capacity of sales outlet location: 200+ Located with hotel and restaurant to share parking
Date: 09/18/2020 Signature: aug Wills Mili a. Williams
Title:Owner of Full Orcle Venue, DBA Infinity Lounge

# STATE OF EBRASKA ALCOHOLIS LIQUOR ON COFF SAL CLASS C INSTITE CORPORATE LIN LICENSEE. FULL CIRCLE VENUEA 3333 RAMADA RO GRAND ISLAND NE TRAEGULAR SHAPED AREA ABPROX 201'X 186' THOLUDING LOUNGE AND CONFERENCE CENTER LOCATED ON THE NORTH END OF BUARDERS INNSIAND SUITES EXCLUDING DENNY'S FOOL AREA COURTYARD, GUESTROOMS AND HALLWAYS: WHEREAS, THE ABOVE HAS ON FIVE WITH THE LIQUOR COMMISSION AND APPLICATION AND BOND AS REQUIRED BY LAW WHICH HAS BEEN DULY APPROVED AND HAS PAID ALL FEES REQUIRED BY LAW AS PROVIDED IN THE WEBRASKA LIQUOR CONTROL ACT LICENSE PERIOD: UNLESS SCONER REVOKED, SUBJECT TO THE PROVISIONS OF SAID SUCH RULES AND REGULATIONS AS MAY HAVE BEEN OR MAY HEREAL PROMULGATED OR ADOPTED. Attest NEBRASKA LIQUOR CONTROL COMMISSION Form 35-41nn n...



# Occupancy Use Permit Grand Island Fire Department

100 E. 1st Street Grand Island, NE 68801 308-389-0228

# PERMIT TYPE: Assembly

01/30/2018 - 01/30/2021

Business Name

Infinity Lounge

Address;

3333 Ramada Rd Sulte C Grand Island, NE 68801

P-smurphy-18-0029
Permit Number

166 66

Occupant Load

Emergency Contact: Pamela Knuth

Emergency Phone: 309-390-5068

Issuing Official Signature

#### 

# A RESOLUTION APPROVING FULL CIRCLE VENUE LLC, DBA INFINITY LOUNGE AS A KENO SALES OUTLET LOCATION

WHEREAS, Full Circle Venue LLC, DBA Infinity Lounge, hereinafter referred to as Applicant, has made its application for approval as a keno sales outlet location for the Hall County Keno Lottery and has entered into an option agreement and a satellite agreement with the lottery operator, Fonner Keno, Inc., for satellite operation of the county keno game at its place of business located at 3333 Ramada Road, Grand Island, Nebraska; and

WHEREAS, Applicant's application has been reviewed and approved by the County's Keno Administrator; and

WHEREAS, Fonner Keno, Inc., requests the County's approval of Applicant's Keno Sales Outlet application.

NOW BE IT RESOLVED, Applicant's application for operation of a satellite keno sales outlet at 3333 Ramada Road, Grand Island, Nebraska, consistent with the Lottery Operator Agreement between Hall County and Fonner Keno, Inc., is hereby approved.

Resolution moved by Commissioner Ron Peterson.					
Seconded by Commissioner	Seconded by Commissioner Gary Quandt.				
Vote:					
Commissioner Lancaster: Commissioner Peterson: Commissioner Quandt: Commissioner Richardson:	For X; Against; Abstained; Not Present  For X; Against; Abstained; Not Present  For X; Against; Abstained; Not Present  For Y; Against; Abstained; Not Present  For X; Against; Abstained; Not Present  For X; Against; Abstained; Not Present  For X; Against; Abstained; Not Present  PTED THIS/\( \) day of				
	HALL COUNTY BOARD OF COMMISSIONERS Pamela E. Lancaster, Board Chair				
Marla J. Goriley, Hall County	Clerk				

#### RESOLUTION 2020-204

WHEREAS, the County of Hall and the City of Grand Island entered into an Inter-Local Cooperation Agreement to permit the operation of keno within Hall County; and

WHEREAS, Fonner Keno, Inc. has previously been licensed to operate keno and certain locations have been designated as satellite locations for the operation of keno; and

WHEREAS, the County of Hall has selected an additional satellite location for approval for the operation of keno, such location being the premises at 3333 Ramada Road in Grand Island, Nebraska, operated by Full Circle Venue, LLC dba Infinity Lounge, a Nebraska corporation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Full Circle Venue, LLC dba Infinity Lounge, a Nebraska corporation, located at 3333 Ramada Road, Grand Island, Nebraska is hereby approved as an additional satellite location for the operation of keno, subject to entering into the proper agreement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 25, 2020
------------------------------------------------------------------------------------

	Roger G. Steele, Mayor	
Attest:		
1 ttest.		
RaNae Edwards, City Clerk		

Approved as to Form  $\begin{tabular}{ll} $\tt x$ \\ August 20, 2020 \\ \end{tabular} \begin{tabular}{ll} $\tt x$ \\ \hline City Attorney \\ \end{tabular}$ 



Tuesday, August 25, 2020 Council Session

#### Item I-1

#2020-205 - Consideration of Approving Amendment to the Redevelopment Plan for CRA No. 25 located at 6060 W. Old Potash Highway (J & L Westward Enterprises)

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

**Staff Contact: Chad Nabity** 

#### RESOLUTION 2020-205

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City and on property located in Hall County at a formerly used defense site which are determined to be substandard and blighted and in need of redevelopment; and

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

WHEREAS, the City has previously declared Redevelopment Area No. 25 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

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

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

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

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: site acquisition. All redevelopment activities will occur at a formerly used defense site in Hall County, Nebraska; and

WHEREAS, the City published notices of a public hearing and mailed notices as required pursuant to Section 18-2115 of the Act and has, on the date of the Resolution held a public hearing on the proposal to amend the Redevelopment Plan to include the Redevelopment Project described above.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

Approved as to Form ¤ \_\_\_\_\_ August 20, 2020 ¤ City Attorney

- 1. The Redevelopment Plan of the City approved for Redevelopment Area No. 25 in at the Cornhusker Army Ammunition Plant in Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island and Hall County and the CAAP Reuse Plan as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission.
- 2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
- 3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall set by the Community Redevelopment Authority in the redevelopment contract as follows:
  - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
  - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.

- c. The Mayor and City Clerk are authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.
- 4. The City hereby finds and determines that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purposes of accomplishing, in accordance with the general plan for development of the City, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity; and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of a healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreation and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

Adopted by the City Council of the City of Grand Island, Nebraska, August 25, 2020

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



Tuesday, August 25, 2020 Council Session

#### Item J-1

# Approving Payment of Claims for the Period of August 12, 2020 through August 25, 2020

The Claims for the period of July 29, 2020 through August 11, 2020 for a total amount of \$6,715,888.91. A MOTION is in order.

**Staff Contact: Patrick Brown** 



Tuesday, August 25, 2020 Council Session

Item S-1

**CRA Budget Presentation** 

**Staff Contact: Chad Nabity** 

#### **Council Agenda Memo**

From: Chad Nabity, AICP, Director

Meeting: August 25, 2020

**Subject:** Community Redevelopment Authority 2020-2021

Annual Budget

**Presenter(s):** Chad Nabity, Director

It is my privilege to present to you the budget for the Community Redevelopment Authority (CRA) for 2020-2021. This plan and budget continues the high-quality services that have enabled the CRA to partner with the City of Grand Island, private developers and businesses and with property owners in the blighted and substandard areas to make Grand Island vibrant, clean, safe and attractive.

The CRA budget for 2020-2021 is offered to you with a review of the responsibilities of the CRA. Those responsibilities and abilities are outlined in State Statutes and are summarized, in part, as follows:

The creation of a Redevelopment Authority was authorized by the Nebraska Legislature in order to provide communities with the ability to address certain areas of a city in need of improvement and development. Powers granted to CRAs are outlined in Chapter 18 of the Statutes and include the ability to expend funds to acquire substandard or blighted areas, make public improvements, and assist with development and redevelopment projects in specified areas. The Authority has virtually the same powers as any political subdivision, including borrowing money, issuing bonds, undertaking surveys and appraisals and asking for a levy of taxes.

A five-member board, appointed by the Mayor with the approval of the City Council, governs the CRA. The CRA is administered by a Director and devotes the overwhelming share of its resources to highly visible and effective programs. The CRA funds its programs primarily through assessments on taxable properties within the Grand Island city limits.

#### BLIGHTED AND SUBSTANDARD AREAS

There are 30 designated Blighted and Substandard Areas within the Grand Island City Limits. The City of Grand Island has the authority to designate up to 35% of the community a blighted and substandard. At present 22.76% of the City has been designated blighted and substandard. Council has approved one blight study during the last year for 31 (Ada and Henry). The proposed study for the Conestoga Mall Area (28) was pulled for consideration by the applicant in December of 2018 and it does not appear

there is any traction on that study. Information about all of the Grand Island CRA Areas and TIF Projects that have been approved are available at: <a href="https://tinyurl.com/GI-CRA">https://tinyurl.com/GI-CRA</a>.

#### CRA MISSION

The CRA is charged with taking action in specified areas of the community to assist in the prevention and to inhibit physical deterioration (blighted and substandard conditions) thereby enhancing property values and creating incentives for private investment. They do this by encouraging new investment and improved infrastructure in older areas of the community through the use of tax increment financing. They also take an active role in purchasing and demolishing properties that need to be cleared. This property is then made available for redevelopment.

#### FISCAL RESOURCES

#### General Revenues for 2020-2021

The CRA is requesting property tax revenues of \$700,008 including \$195,805 for Lincoln Pool Construction and Bonds and \$504,203 for all other CRA programs. The CRA is requesting the same amount of funding as was approved last year. At this point it is based on the certified valuation for 2020 the levy will be 0.02056 per \$100 valuation. The CRA is allowed a levy of up to 0.026. This will allow the CRA to meet obligations, continue with their successful programs, the levies and tax asking have been:

2019- 2020	2018- 2019	2017- 2018	2016- 2017	2015- 2016	2014- 2015	2013- 2014	2012- 2013
0.02056	0.021661	0.0224	0.026	0.026	0.026	0.026	0.026
\$700,008	\$700,008	\$686,000	746,691	\$732,050	\$691,245	\$669,384	\$654,437

#### **Program Funding**

The CRA has the ability to assist private developers and governmental entities with the commercial, residential or mixed-use redevelopment projects throughout the City. Specific detail on projects is as follows:

• Facade Development: For the façade development program \$200,000 has been budgeted, including grants and interest buy down. Last year the CRA funded \$220,000 of façade projects and received applications and approved this expenditure for 3 projects. It is anticipated that all three of these projects will be completed and the grants paid prior to the end of September 2020. We currently have 1 project in line for the 2021 fiscal year. No projects will be approved until after the budget is finalized. This program has been used extensively in the Downtown part of Redevelopment Area #1 but has also been used in Areas #2 and #6. It is only available in those areas that have a generalized redevelopment plan including commercial façade development.

- Husker Harvest Days Commitments: Farm Progress, the City of Grand Island and the CRA entered into an agreement in November of 2017 to facilitate infrastructure improvements at the Husker Harvest Days site. The CRA has committed to transfer \$200,000 a year to Farm Progress for 10 years beginning in November of 2018. The City has agreed to transfer \$200,000 from the food and beverage tax collections to the CRA in October of each year to cover that payment. Farm Progress made more than \$7,500,000 worth of improvements to the site and will continue to hold at least a three day event on the site for the next 20 years or be subject to repayment penalties. This will be extended an additional year per the redevelopment contract due to the fact that Farm Progress is not holding a show during the 2020 year. This is the third of ten scheduled payments.
- TIF Payments: The largest portion of the CRA Budget is the payments on the TIF Bonds. These payments are funded by the tax increment created by each project. The funds are received from the County Treasurer in the month after the taxes have been paid and the CRA places those funds in a separate account for each project and send payment in the amount received from the treasurer to the bond holder of record. Accounts are set up by the finance department after the first payment is received from the treasurer. It is expected that the CRA will make TIF payments totaling around \$4,100,000 on all project. The TIF line item does budget \$500,000 to accommodate new projects and the possibility that a project may need to pay off prior to the end of the bond period. There are 66 TIF projects with signed contracts and one project with an approved and unsigned contract (Paramount 9th Street) The CRA paid off the Old Walnut project and the first of Todd Enck's projects on Blake and Darr. Additional projects will be paid off during the 20-21 tax year including.
- Other Projects: In the blighted and substandard areas \$200,000 has been reserved for other projects. This funding can be assigned to specific projects including but not limited to infrastructure improvements in the blighted and substandard areas that would support larger redevelopment plans. The CRA is assisted in the development of property in northeast Grand Island as part of the Starostka's Fifth Street project in a manner similar to the Poplar Street project for Habitat for Humanity. A grant of just over \$111,000 was approved in August to pay for sewer assessment costs against this property. The CRA purchased a portion of the bonds related to the sanitary sewer improvement district for a portion of the lots being developed by Starostka Contracting LLC. The CRA will be paid back with the TIF on the development of housing in that area. The CRA also granted \$3,000 to the Senior Center for landscape improvements along their Third Street entrance. The CRA has used this funding item in the past to fund additional façade improvement projects and to make grants to fund specific projects for: the Business Improvement Districts, the Grand Island Parks Department, Fonner Park, The Central Nebraska Humane Society, St. Stephens, Habitat for Humanity and other community groups for specific projects that meet the mission of the CRA.

#### **CONCLUSION**

This budget provides for measured funding of redevelopment efforts during the 2020-2021 fiscal year. The investments this community has made in housing, redevelopment efforts, infrastructure and economic development bode well for the future of the community. This budget is reflective of the commitments the CRA has made and will enable them to pay off existing commitments and maintain a cash balance to guarantee payment of future commitments. This budget as submitted is also trying to be responsible to the City and taxpayer during these uncertain times. The budget as requested does not include any increase in expenditures by the CRA and does reflect a lower tax levy.

The CRA will also continue to examine the community to identify areas that might benefit from a Blighted and Substandard declaration and to review and recommend approval of redevelopment plan amendments for tax increment financing projects on both large and small scale developments. The CRA is charged with taking action in specified areas of the community to assist in the prevention and to inhibit physical deterioration (blighted and substandard conditions) thereby enhancing property values and creating incentives for private investment. All of the tools used by the CRA are necessary for them to accomplish this mission.

# COMMUNITY REDEVELOPMENT AUTHORITY 2021 BUDGET

CONSOLIDATED	2020 <u>BUDGET</u>	2019-2020 <u>YE Projected</u>	2021 BUDGET
Beginning Cash	622,763	622,763	677,632
REVENUE:			
Property Taxes - CRA	505,779	505,779	504,203
Property Taxes - Lincoln Pool	194,229	194,229	195,805
Property Taxes -TIF's	2,500,000	2,500,000	4,858,000
Loan Income (Poplar Street Water Line)	13,000	13,000	20,000
Interest Income - CRA	10,000	10,000	10,000
Land Sales	200,000	39,000	,
Other Revenue - CRA	300,000	610,000	200,000
Other Revenue - TIF's	,	,	ŕ
TOTAL REVENUE	3,723,008	3,872,008	5,788,008
-	, ,	, ,	
TOTAL RESOURCES	4,345,771	4,494,771	6,465,640
EXPENSES			
Auditing & Accounting	3,000	3,000	3,000
Legal Services	3,000	500	3,000
Consulting Services	5,000	-	5,000
Contract Services	75,000	65,000	75,000
Printing & Binding	1,000	-	1,000
Other Professional Services	16,000	200	16,000
General Liability Insurance	250	-	250
Postage	200	100	200
Legal Notices	500	250	500
Travel & Training	4,000	-	4,000
Other Expenditures	-	-	-
Office Supplies	1,000		1,000
Supplies	300	200	300
Land	100,000	10,000	30,000
Bond Principal - Lincoln Pool	180,000	180,000	185,000
Bond Interest- Lincoln Pool	14,229	14,229	10,805
Husker Harvest Days Payment (Year 3 of 10 Nov 2020	200,000	200,000	200,000
Façade Improvement	220,000	223,660	200,000
Building Improvement	715,000	450,000	670,000
Other Projects	220,000	170,000	200,000
TIF Payments	2,500,000	2,500,000	4,857,800
TOTAL EXPENSES	4,258,479	3,817,139	6,462,855
INCREASE(DECREASE) IN CASH	(535,471)	54,869	(674,847)
ENDING CASH	87,292	677,632	2,785

# COMMUNITY REDEVELOPMENT AUTHORITY 2021 BUDGET ESTIMATED TIF PAYMENTS

	Expecte	ed Pass Through
GIRARD VET CLINIC	\$	14,500
GEDDES ST APTS-PROCON	\$	32,000
SOUTHEAST CROSSING	\$	18,000
POPLAR STREET WATER	\$	16,000
CASEY'S @ FIVE POINTS	\$	15,000
SOUTHPOINTE DEVELOPMENT LLC (Hotel)	\$	90,000
JOHN SCHULTE CONSTRUCTION	\$	8,000
PHARMACY PROPERTIES INC	\$	12,000
TOKEN PROPERTIES RUBY	\$	3,000
GORDMAN GRAND ISLAND	\$	70,000
BAKER DEVELOPMENT INC	\$	4,000
STRATFORD PLAZA	\$	35,000
COPPER CREEK 2013 HOUSES	\$	80,000
CHIEF INDUSTRIES AURORA COOP	\$	40,000
GI HABITAT OF HUMANITY	\$	6,000
AUTO ONE INC	\$	14,000
EIG GRAND ISLAND	\$	72,000
TOKEN PROPERTIES CARY ST	\$	8,008
WENN HOUSING PROJECT	\$	4,200
COPPER CREEK 2014	\$	285,000
TC ENCK BUILDERS (Token Kimball)	\$	3,000
SUPER MARKET DEVELOPERS (SMG-AWG)	\$	120,000
MAINSTAY SUITES	\$	72,000
TOWER 217	\$	26,000
COPPER CREEK 2015 HOUSES	\$	280,000
NORTHWEST COMMONS (GI Mall)	\$	200,000
TC ENCK BUILDERS (1616 S Eddy)	\$	3,000
HABITAT 8TH AND SUPERIOR	\$	14,000
KAUFMAN (T & S Development)	\$	20,000
TALON 2016	\$	75,000
VICTORY VILLAGE (Pridon LLC)	\$	20,000
THINK SMART	\$	7,000
BOSSELMAN (1607 S. LOCUST)	\$	100,000
TALON 2017	\$	60,000
WEINRICH DEVELOPMENT	\$	4,000
WING PROPERTIES INC	\$	3,000
HATCHERY HOLDINGS	\$	190,000
FEDERATION LABOR TEMPLE	\$	8,000
MIDDLETON PROPERTIES II	\$	15,000
COPPER CREEK 2016 HOUSES	\$	100,000
EAST PARK ON STUHR	\$	110,000

MENDEZ ENTERPRISES	Ф	1 000
	\$	1,000
TAKE FLIGHT	\$	4,000
PRATARIA VENTURES HOSPITAL	\$	1,600,000
O'NEILL WOOD RESOURCES	\$	5,000
COPPER CREEK 2017 LOOKBACK	\$	20,000
COPPER CREEK PHASE 2 2017 HOUSES	\$	20,000
HEDDE BUILDING	\$	10,000
URBAN ISLAND	\$	5,000
PEACEFULL ROOT	\$	4,000
CENTRAL NEBRASKA TRUCK WASH	\$	20,000
COPPER CREEK PHASE 2 2018 HOUSES	\$	100,000
GRAND ISLAND HOTEL	\$	128,000
PARAMOUNT OLD SEARS 1	\$	12,000
ORCHARD 2019 LOOKBACK	\$	24,000
PARAMOUNT OLD SEARS 2	\$	13,500
WING PROPERTIES 112 E 3RD	\$	7,000
RAWR HOLDINGS	\$	5,000
AMUR REAL ESTATE	\$	27,000
WALD 12 PROPERTIES	\$	35,500
TALON 2019 LOOKBACK	\$	10,000
COPPER CREEK PHASE 2 2019 HOUSES	\$	50,000
	Ψ	20,000
Future TIF's (hold for budget authority)	\$	500,000
		,
TOTAL REVENUE	\$	4,857,708



Tuesday, August 25, 2020 Council Session

**Item S-2** 

General FY 2020/2021 Budget Discussion

**Staff Contact: Patrick Brown** 



Working Together for a Better Tomorrow. Today.

#### Memorandum to Electeds, Mayor Steele, and Jerry Janulewicz, City Administrator

From: Patrick Brown, Finance Director

Date: August 19, 2020

RE: FY2020-2021 Budget Update

We are coming to the end of another budget season and wanted to provide an update on the current status of the City's budget for fiscal year (FY)2021. When we started the budget process back in April we were in the midst of a pandemic. The revenue forecast models of prior years were no longer relevant. Our revenue forecasts for the remainder of FY2020 ranged anywhere from 25% to 50% reduction in sales tax revenues with similar reductions in Fees and Services. The last four months of Sales Tax revenues have been higher than anticipated. May through August Sales Tax receipts (March through June sales) were down 8.6% as compared to the same months last year. 2020 August Sales Tax receipts were only down 1% as compared to August of 2019. Prior to the pandemic, Sales Tax receipts were 13.7% higher than the same period last year. Combine the strong start of the fiscal year along with better than anticipated revenues during the pandemic, forecasted revenues for the FY2020 will be approximately 1.5% or \$576k lower than budgeted revenues for FY2020.

In turn, Administration instructed Department Directors to reduce their spending because of the uncertain revenue streams. As you know the City temporiarily closed the Library, Golf Course, Heartland Shoot Park, Island Oasis, limited Lincoln Pool attendance, and other various programs were canceled for the year. The Library workforce was reduced by 5.5 FTE's. Combine the above mentioned closures with reductions in Personnel and Operating costs in the General Fund, the General Fund estimated savings in expenses is \$1.5 million for FY2020.

For FY2020, the cash reserve percentage is forecasted at 42% with an estimated increase in cash in bank of \$1.0 million.

Going into the FY2021 budget, the City was forecasting a reduction in Sales Tax revenues of 15% and reductions in Fees & Services as well. Also Department Directors were asked to reduce their operating expenses as well.

Several budget models were developed for Administratin and Council to consider prior to latest sales tax report and the consensus was to transfer \$250k from the KENO funds to the General Fund, capture an increase of 2.5% for Property Tax, and use cash reserves for the remaining deficit.

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Due to the anticipated savings from FY2020, the Finance Department along with City Administration is recommending the City lower the City's mill levy in order to receive the same amount of property tax as it did in FY2020. Property Tax valuations for the tax year 2020 increased 5.42% from \$3,231,585,947 to \$3,406,720,662 (changed by County 08-19-20). The Finance Department and City Administration also recommends to NOT transfer \$250k of KENO funds to the General Fund. The KENO funds would be still be budgeted for unspecified projects for Council's descretion as long as it's within the KENO funds allowable expenditures. Sales Tax revenues were initially forecasted for a 15% reduction in FY2021 but has been updated to a reduction of 11%. At the end of FY2021, the estimated cash reserves will be 36.5%.

If you have questions regarding the FY2020 or FY2021 budget please do not hesitate to contact me. I would appreciate any feedback sooner rather than later.

The budget book will be updated once again and I hope to have the updated budget book on our website no later than Friday and I will also make hard copies available as requested.

Best Regards,

Patrick Brown Finance Director