
City of Grand Island



Tuesday, September 8, 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, September 8, 2020

Council Session

Item C-1

Recognition of Library Director Steve Fosselman's Retirement and 29 1/2 Years of Service with the City of Grand Island

The Mayor and City Council will recognize Steve Fosselman for his service to the City of Grand Island as Library Director. Steve started with the City of Grand Island on February 25, 1991 and will retire on September 11, 2020. We congratulate Steve for his 29 1/2 years of service with the City and wish him the best in his retirement.

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, September 8, 2020

Council Session

Item D-1

#2020-BE-3 - Consideration of Determining Benefits for Railside Business Improvement District

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

Staff Contact: Patrick Brown

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: September 8, 2020

Subject: Determining Benefits for Railside Business Improvement District and Approving the Assessments

Presenter(s): Patrick Brown, Finance Director

Background

On August 14, 2018, the City Council adopted Ordinance No. 9700 that created the Railside Business Improvement District. The 2020-2021 Budget provides for special assessments on land and real property in the District as of January 1, 2020 in the amount of \$0.24613 per \$100 of real property. The total taxable value of \$48,748,077 provides for assessments of \$119,988.52.

Discussion

The City Council, in its capacity as the Board of Equalization, is required to determine the benefits of the District and take action on the assessments as provided for in the associated Ordinance. The assessment for owner-occupied properties is originally based on 100% of the assessed value. City code section 13-95(C) states Council may lower the amount of assessment for owner-occupied properties. The Resolution 2019-BE-6 (B) and Ordinance 9748 (B), as prepared, as well as the taxable value and assessment amount above reduce the assessment to 70% for those properties where evidence has been presented that the property is owner-occupied. The attached list of 11 property owners filed proper documentation with the Finance Department for the 30% eligible reduction.

Alternatives

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

1. Approve the benefits for the District and related assessments represented in Resolution (B) documents, 70%, \$119,493.70.
2. Approve the benefits for the District and related assessments represented in Resolution (A) documents, 100%, \$119,988.52.
3. Deny the benefits and assessments.

Recommendation

City Administration recommends that the Council approve the benefits of Railside Business Improvement District and related assessments in Resolution 2020-BE-3 (B).

Sample Motion

Board of Equalization: Move to approve the benefits accruing to Railside Business Improvement District as presented in Resolution 2020-BE-3 (B).

| Letters from property owners of the Railside BID requesting 30% reduction in Valuation. | | | | | | | |
|--|-----------------------------|------------------------|---------------------------|---------------------------|------------------------|----------------------|---------------------|
| Parcel ID | Name | Address | Current Taxable Valuation | Reduced Taxable Valuation | Percent Owner Occupied | 100% Assessed amount | 70% Assessed amount |
| 400007126 | MATEO P/TOMAS | 00518 \W 1ST | \$122,383 | \$85,668 | 100.00% | \$301.23 | \$210.86 |
| 400005247 | NIELSEN/THOMAS L & LOIS E | 00301 \W 3RD | \$183,216 | \$173,835 | 17.07% | \$450.97 | \$427.88 |
| 400029073 | HILL/DAVID C | 00302-00304 & 00312-00 | \$157,043 | \$133,487 | 50.00% | \$386.55 | \$328.56 |
| 400143496 | ALEXANDER/WENDY L | 00123 \N LOCUST 507 | \$57,571 | \$40,300 | 100.00% | \$141.71 | \$99.19 |
| 400042568 | MUELLER/LLOYD & MARILYN | 00110 \W KOENIG | \$45,749 | \$32,024 | 100.00% | \$112.61 | \$78.82 |
| 400143747 | DETLEFSEN/DARREL L F & LISA | 00123 \N LOCUST 903 | \$46,856 | \$32,799 | 100.00% | \$115.33 | \$80.73 |
| 400143887 | BUCKLEY/LYNN A | 00123 \N LOCUST 1103 | \$47,872 | \$33,510 | 100.00% | \$117.83 | \$82.48 |
| 400143836 | WHITEHEAD/DIANA L | 00123 \N LOCUST 1004 | \$84,923 | \$59,446 | 100.00% | \$209.03 | \$146.32 |
| 400143488 | BERGHOLZ/MICHAEL J | 00123 \N LOCUST 506 | \$53,013 | \$37,109 | 100.00% | \$130.49 | \$91.34 |
| 400143534 | POST/KAELEIGH | 00123 \N LOCUST 603 | \$41,359 | \$28,951 | 100.00% | \$101.80 | \$71.26 |
| 400042592 | ROYLE/CECILIA B | 00112 \W CHARLES | \$60,588 | \$42,412 | 100.00% | \$149.13 | \$104.39 |
| | | | | | | | |
| | | Totals | \$900,573 | \$699,541 | | \$2,216.67 | \$1,721.85 |

RESOLUTION 2020-BE-3 (A)

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Railside Business Improvement District, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$119,988.52; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within Railside Business Improvement District, such benefits are the sums set opposite the several descriptions as follows:

| PARCEL | OWNER | LEGAL | Assessment Amount |
|-----------|---|---|-------------------|
| 310 | TALLGRASS INTERSTATE GAS TRANSMISSION LLC | CENTRALLY ASSESSED | 16.91 |
| 380 | SOURCEGAS DISTRIBUTION LLC | CENTRALLY ASSESSED | - |
| 450 | NORTHWESTERN CORPORATION | CENTRALLY ASSESSED | 8,813.11 |
| 620 | WINDSTREAM NEBRASKA INC | CENTRALLY ASSESSED | - |
| 640 | QWEST CORPORATION | CENTRALLY ASSESSED | 4,769.63 |
| 705 | AT & T COMMUNICATION | CENTRALLY ASSESSED | 43.97 |
| 840 | AT & T MOBILITY LLC | CENTRALLY ASSESSED | 446.42 |
| 845 | NE COLORADO CELLULAR INC | CENTRALLY ASSESSED | 33.48 |
| 850 | SPRINT WIRELESS | CENTRALLY ASSESSED | 7.79 |
| 890 | USCOC OF NEBRASKA/KANSAS LLC | CENTRALLY ASSESSED | 475.17 |
| 400004097 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL BLKS 52 & 53 & PT VAC KIMBALL AVE | - |
| 400004119 | HERNANDEZ/PEDRO RIVERA | ORIGINAL TOWN N 100.5' E 2/3 LT 1 BLK 54 | 321.13 |

Approved as to Form ☐ _____
September 3, 2020 ☐ City Attorney

RESOLUTION 2020-BE-3 (A)

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|-----------|-------------------------|--|--------|
| 400004127 | HERNANDEZ/PEDRO RIVERA | ORIGINAL TOWN S 31.9' E 2/3 OF LT 1 BLK 54 | 63.66 |
| 400004135 | WING PROPERTIES INC | ORIGINAL TOWN W 1/3 LT 1 BLK 54 | 19.15 |
| 400004143 | WING EMPIRE INC | ORIGINAL TOWN LT 2 BLK 54 | 750.22 |
| 400004151 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 3 BLK 54 | - |
| 400004178 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 4 BLK 54 | - |
| 400004186 | WAYNE/JOHN W & TERESA A | ORIGINAL TOWN N 1/2 W 2/3 LT 6 & N 1/2 LT 5 BLK 54 | 484.46 |
| 400004194 | KATROUZOS/GUS G | ORIGINAL TOWN S 60' W 1/3 LT 5 BLK 54 | 133.05 |
| 400004208 | KATROUZOS/GUS G | ORIGINAL TOWN S 60' W 16' E 2/3 LT 5 BLK 54 | 82.89 |
| 400004216 | PINNACLE BANK | ORIGINAL TOWN E 28' S 1/2 LT 5 & N 6' W 38' S 1/2 LT 5 BLK 54 | 196.23 |
| 400004224 | PINNACLE BANK | ORIGINAL TOWN W 22' S 1/2 LT 6 BLK 54 | 157.89 |
| 400004232 | WING PROPERTIES INC | ORIGINAL TOWN E 22' W 44' S 1/2 & E 22' LT 6 BLK 54 | 493.07 |
| 400004240 | WING PROPERTIES INC | ORIGINAL TOWN W 1/3 LT 7 BLK 54 | 236.24 |
| 400004259 | WING PROPERTIES INC | ORIGINAL TOWN C 1/3 LT 7 BLK 54 | 274.32 |
| 400004275 | WING PROPERTIES INC | ORIGINAL TOWN LT 8 & E 1/3 OF LT 7 XC 15' X 15' X 15' SOLD TO CITY BLK 54 | 704.56 |
| 400004305 | URBAN ISLAND LLC | ORIGINAL TOWN N 1/2 LT 1 BLK 55 | 793.27 |
| 400004313 | URBAN ISLAND LLC | ORIGINAL TOWN N 44' OF S 1/2 LT 1 BLK 55 | 285.81 |
| 400004321 | IRVINE/VIRGINIA | ORIGINAL TOWN S 22' LT 1 BLK 55 | 93.97 |
| 400004348 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 1/2 LT 3 & ALL LT 2 BLK 55 | - |
| 400004356 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND N 1/2 W 1/2 LT 3 & N 1/2 LT 4 BLK 55 | - |

RESOLUTION 2020-BE-3 (A)

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| 400004364 | HOETFELKER/RUSSELL L | ORIGINAL TOWN S 1/2 W 1/2 LT 3 & S 1/2 LT 4 BLK 55 | 506.52 |
| 400004372 | DOWNTOWN CENTER LLC | ORIGINAL TOWN N 67.5' LT 5 BLK 55 | 42.59 |
| 400004380 | ARMSTRONG/MATTHEW E & JANELLE A | ORIGINAL TOWN N 20' S 64.5' LT 5 BLK 55 | 117.08 |
| 400004399 | ERIVES ENTERPRISES LLC | ORIGINAL TOWN S 44.5' LT 5 BLK 55 | 400.42 |
| 400004402 | FAMOS CONSTRUCTION INC | ORIGINAL TOWN W 2/3 LT 6 BLK 55 | 482.25 |
| 400004429 | CAMPOS/ARTHUR V & JEANENE | ORIGINAL TOWN E 1/3 LT 6 BLK 55 | 231.52 |
| 400004437 | NEPPL/KAREN | ORIGINAL TOWN W 1/3 LT 7 BLK 55 | 219.63 |
| 400004445 | HEDDE BUILDING LLC | ORIGINAL TOWN E 2/3 LT 7 BLK 55 | 894.82 |
| 400004461 | T W ZILLER PROPERTIES LLC | ORIGINAL TOWN W 1/3 LT 8 BLK 55 | 118.88 |
| 400004488 | T W ZILLER PROPERTIES LLC | ORIGINAL TOWN C 1/3 LT 8 BLK 55 | 120.08 |
| 400004496 | T W ZILLER PROPERTIES LLC | ORIGINAL TOWN E 1/3 LT 8 BLK 55 | 504.92 |
| 400004526 | DOWNTOWN CENTER LLC | ORIGINAL TOWN N 68' LT 1 & ALL LT 2 & E 1/2 LT 3 BLK 56 | 145.98 |
| 400004534 | DOWNTOWN CENTER LLC | ORIGINAL TOWN N 22' S 42' & W 6' S 20' LT 1 BLK 56 | 12.70 |
| 400004542 | DOWNTOWN CENTER LLC | ORIGINAL TOWN N 22' S 64' LT 1 BLK 56 | 11.73 |
| 400004550 | DOWNTOWN CENTER LLC | ORIGINAL TOWN S 20' E 60' LT 1 BLK 56 | 9.69 |
| 400004569 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL LT 4 & W 1/2 LT 3 BLK 56 | - |
| 400004577 | MAYHEW/CARL & SUSAN A | ORIGINAL TOWN W 1/3 LT 5 BLK 56 | 275.80 |
| 400004585 | TRINTOWN LLC | ORIGINAL TOWN E 2/3 LT 5 BLK 56 | 396.84 |
| 400004593 | POHL/HELEN E & JAMES A | ORIGINAL TOWN LT 6 BLK 56 | 353.89 |
| 400004615 | JOHNSON/DUANE A & DEE ANN | ORIGINAL TOWN LT 7 BLK 56 | 593.28 |
| 400004623 | DOWNTOWN CENTER LLC | ORIGINAL TOWN LT 8 BLK 56 | |

RESOLUTION 2020-BE-3 (A)

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| | | | 3,703.85 |
| 400004631 | CITY OF G I PARK LOT | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND N 1/2 LT 1 & ALL LTS 2-3 & 4 BLK 57 | - |
| 400004658 | J & B RENTALS LLC | ZILLER SUB LT 1 | 658.38 |
| 400004666 | THE GRAND FOUNDATION, INC | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 2/3 LT 6 BLK 57 | - |
| 400004674 | T & S LAND DEVELOPMENT, LLC | ORIGINAL TOWN LT 7 BLK 57 | 2,327.13 |
| 400004682 | AMUR REAL ESTATE LLC | ORIGINAL TOWN LT 8 BLK 57 | 1,704.93 |
| 400004690 | FIRSTIER BANK NATIONAL ASSOC | ORIGINAL TOWN LTS 1 & 2 BLK 58 | 273.74 |
| 400004704 | FIRSTIER BANK NATIONAL ASSOC | ORIGINAL TOWN N 1/2 LT 4 & N 1/2 LT 3 BLK 58 | 96.61 |
| 400004712 | FIRSTIER BANK NATIONAL ASSOC | ORIGINAL TOWN LT 5 & W 22' LT 6 BLK 58 | 1,381.83 |
| 400004720 | FIRSTIER BANK NATIONAL ASSOC | ORIGINAL TOWN S 1/2 LT 3 & S 1/2 LT 4 BLK 58 | 102.77 |
| 400004739 | STELK/MARK D | JENSEN SUB LT 1 | 143.04 |
| 400004747 | CALDERON/ELISEO | ORIGINAL TOWN W 1/3 LT 7 BLK 58 | 223.37 |
| 400004755 | LINDNER-BOMBECK TRUSTEE/MARILYN A | ORIGINAL TOWN C 1/3 LT 7 BLK 58 | 278.60 |
| 400004763 | GALVAN/VICTORIA | PRENSA LATINA SUB LT 1 | 88.92 |
| 400004771 | CALDERON/ELISEO | PRENSA LATINA SUB LT 2 | 112.65 |
| 400004798 | STELK/MARK D | PRENSA LATINA SUB LT 4 | 321.42 |
| 400004801 | STELK/MARK D & WANDA L | PRENSA LATINA SUB LT 3 | 404.93 |
| 400004828 | MEAD BUILDING CENTERS | ORIGINAL TOWN N 102.5' LT 1 & ALL LT 2 BLK 59 | 244.10 |
| 400004844 | T SQUARED PROPERTIES LLC | ORIGINAL TOWN S 29.5' LT 1 BLK 59 | 15.73 |
| 400004852 | THIRD CITY ARCHERS INC | ORIGINAL TOWN S 99' LT 4 & ALL LT 3 BLK 59 | - |
| 400004860 | MEAD BUILDING CENTERS | ORIGINAL TOWN N 33' LT 4 BLK 59 | 150.56 |

RESOLUTION 2020-BE-3 (A)

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| 400004879 | SPIRIT IN THE SKY LLC | ORIGINAL TOWN LT 5 BLK 59 | 1,055.77 |
| 400004887 | LUCERO/JOSE LUIS & AURA | ORIGINAL TOWN E 23' W 46' LT 6 BLK 59 | 158.50 |
| 400004895 | GERDES/LARRY C & MARY ANN | ORIGINAL TOWN W 23' LT 6 BLK 59 | 171.62 |
| 400004909 | BERTA/GARY J & BILLIE J | ORIGINAL TOWN E 20' LT 6 & W 1/2 LT 7 BLK 59 | 97.10 |
| 400004917 | T SQUARED PROPERTIES LLC | ORIGINAL TOWN W 22' E 1/2 LT 7 BLK 59 | 182.13 |
| 400004925 | T SQUARED PROPERTIES LLC | ORIGINAL TOWN E 11' LT 7 & ALL LT 8 BLK 59 | 552.15 |
| 400004933 | CKP LLC | ORIGINAL TOWN LTS 1 & 2 BLK 60 | 544.49 |
| 400004941 | CKP LLC | ORIGINAL TOWN LT 3 BLK 60 | 129.54 |
| 400004968 | BUSINESS PROPERTIES | ORIGINAL TOWN LT 4 BLK 60 | 347.32 |
| 400004984 | LB AUDIO LLC | ORIGINAL TOWN LTS 5 & 6 BLK 60 | 798.47 |
| 400004992 | GRAND DENTAL HOLDINGS LLC | ORIGINAL TOWN LTS 7 & 8 BLK 60 | 1,380.00 |
| 400005018 | ABJAL LLC | ORIGINAL TOWN LTS 1 & 2 BLK 61 | 955.91 |
| 400005026 | ABJAL LLC | ORIGINAL TOWN LTS 3 & 4 BLK 61 | 832.36 |
| 400005034 | JIA PROPERTIES, LLC | ORIGINAL TOWN LT 5 BLK 61 | 722.33 |
| 400005042 | HANSEN PROPERTIES LLC | ORIGINAL TOWN LTS 6-7 & 8 BLK 61 | 779.99 |
| 400005050 | D & A INVESTMENTS LLC | ORIGINAL TOWN S 44' LT 1 BLK 62 | 179.67 |
| 400005069 | D & A INVESTMENTS LLC | ORIGINAL TOWN N 88' LT 1 BLK 62 | 677.72 |
| 400005077 | D & A INVESTMENTS LLC | ORIGINAL TOWN LT 2 BLK 62 | 374.62 |
| 400005085 | D & A INVESTMENTS, INC | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND S 66' LT 4 & N 66' E 57' LT 3 & S 66' LT 3 BLK 62 | 566.12 |
| 400005093 | D & A INVESTMENTS LLC | ORIGINAL TOWN N 66' W 9' LT 3 & N 66' LT 4 BLK 62 | 185.05 |
| 400005107 | MIDWEST PREMIER INVESTMENTS, LLC | ORIGINAL TOWN S 1/2 W 50' LT 5 BLK 62 | 89.47 |

RESOLUTION 2020-BE-3 (A)

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| 400005115 | MIDWEST PREMIER INVESTMENTS LLC | ORIGINAL TOWN N 1/2 W 50' LT 5 BLK 62 | 246.86 |
| 400005123 | VOGEL ENTERPRISES LTD AN IA CORP | ORIGINAL TOWN E 16' LT 5 & W 1/2 LT 6 BLK 62 | 52.10 |
| 400005131 | VOGEL ENTERPRISES LTD AN IA CORP | ORIGINAL TOWN E 1/2 LT 6 & W 1/2 LT 7 BLK 62 | 348.52 |
| 400005158 | GRAND ISLAND AREA HABITAT FOR HUMANITY INC | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 1/2 LT 7 & ALL LT 8 BLK 62 | - |
| 400005166 | HUENEFELD/DANIEL C & LINDA K | ORIGINAL TOWN LTS 1 & 2 BLK 63 | 539.15 |
| 400005168 | GRAND ISLAND ENTREPRENEURIAL VENTURE LLC | CITY CENTRE CONDOMINIUMS UNIT 2 (FORMERLY PT ORIGINAL TOWN LTS 1 & 2 BLK 63) | 110.49 |
| 400005170 | PARAMOUNT DEVELOPMENT, LLC | CITY CENTRE CONDOMINIUMS UNIT 3 (FORMERLY PT ORIGINAL TOWN LTS 1 & 2 BLK 63) | 321.51 |
| 400005174 | LL FORGY PROPERTIES, LLC | ORIGINAL TOWN E 2/3 LT 3 BLK 63 | 224.58 |
| 400005182 | MASONIC TEMPLECRAFT ASSO OF GI | ORIGINAL TOWN W 1/3 LT 3 & E 1/3 LT 4 BLK 63 | - |
| 400005190 | GUERRERO/ROCIO A ESPARZA | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND W 2/3 LT 4 BLK 63 | 227.75 |
| 400005204 | WARDENS & VESTRYMEN OF ST | ST. STEPHENS SUB TO THE CITY OF GRAND ISLAND LT 1 | - |
| 400005212 | WARDENS & VESTRY ST STEPHENS | ST. STEPHENS SUB TO THE CITY OF GRAND ISLAND LT 2 | - |
| 400005220 | HACK/MONTE C & SHERI S | ORIGINAL TOWN S 88' LT 8 BLK 63 | 399.87 |
| 400005239 | T W ZILLER PROPERTIES LLC | ORIGINAL TOWN N 44' LT 8 BLK 63 | 982.51 |
| 400005247 | NIELSEN/THOMAS L & LOIS E | ORIGINAL TOWN E 1/3 LT 1 BLK 64 | 450.97 |
| 400005255 | HAND/CRAIG C | ORIGINAL TOWN C 1/3 LT 1 BLK 64 | 208.78 |
| 400005263 | BOWEN/STEPHEN T & JACQUELINE E | ORIGINAL TOWN W 1/3 LT 1 BLK 64 | 272.73 |
| 400005271 | AVILA/LOURDES | ORIGINAL TOWN E 44' LT 2 BLK 64 | 257.49 |
| 400005298 | VANWINKLE LIMITED LLC | ORIGINAL TOWN W 1/3 LT 2 BLK 64 | 183.36 |
| 400005301 | DOUBLE S PROPERTIES LLC | ORIGINAL TOWN E 1/3 LT 3 BLK 64 | |

RESOLUTION 2020-BE-3 (A)

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| | | | 232.24 |
| 400005328 | ALVAREZ/ABRAHAM HERMOSILLO | ORIGINAL TOWN W 2/3 LT 3 BLK 64 | 245.52 |
| 400005336 | GERDES/GALEN E & TAMERA M | ORIGINAL TOWN LT 4 BLK 64 | 1,214.08 |
| 400005344 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 5 BLK 64 | - |
| 400005352 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 6 & 7 BLK 64 | - |
| 400005360 | WAGONER/MICHAEL | ORIGINAL TOWN N 22' LT 8 BLK 64 | 151.37 |
| 400005379 | TAYLOR/TERRY N & SUSAN M | ORIGINAL TOWN S 1/2 N 1/3 LT 8 BLK 64 | 148.85 |
| 400005387 | PERFORMANCE PLUS LIQUIDS, INC | ORIGINAL TOWN N 44' S 88' LT 8 BLK 64 | 1,261.39 |
| 400005395 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND S 44' LT 8 BLK 64 | - |
| 400005409 | HEDDE BUILDING LLC | ORIGINAL TOWN LT 1 BLK 65 | 249.14 |
| 400005417 | NIELSEN/THOMAS L & LOIS E | ORIGINAL TOWN E 1/3 LT 2 BLK 65 | 220.43 |
| 400005425 | TAKE FLIGHT INVESTMENTS LLC | ORIGINAL TOWN C 1/3 LT 2 BLK 65 | 937.04 |
| 400005433 | ARCHWAY PARTNERSHIP | ORIGINAL TOWN W 1/3 LT 2 BLK 65 | 236.23 |
| 400005441 | TAKE FLIGHT INVESTMENTS, LLC | ORIGINAL TOWN E 1/3 LT 3 BLK 65 | 183.26 |
| 400005468 | IGLESIA EVANGELICA PENTECOSTES | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND C 1/3 LT 3 BLK 65 | - |
| 400005476 | SPOTANSKI/MARK & TERESA | ORIGINAL TOWN W 1/3 LT 3 BLK 65 | 264.10 |
| 400005484 | HOFFER/ALLEN & LINDA | ORIGINAL TOWN E 1/3 LT 4 BLK 65 | 329.88 |
| 400005492 | WALD 12 PROPERTIES LLC | ORIGINAL TOWN W 2/3 LT 4 BLK 65 | 248.46 |
| 400005506 | J & B RENTALS LLC | ORIGINAL TOWN S 44' N 1/2 LT 5 BLK 65 | 244.84 |
| 400005514 | TAYLOR/TERRY N & SUSAN M | ORIGINAL TOWN N 22' LT 5 BLK 65 | 146.95 |
| 400005522 | J O ENTERPRISES INC | ORIGINAL TOWN S 1/2 LT 5 BLK 65 | 295.85 |
| 400005530 | J & B RENTALS LLC | ORIGINAL TOWN W 1/3 LT 6 BLK 65 | |

RESOLUTION 2020-BE-3 (A)

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|-----------|---------------------------|---|----------|
| | | | 190.32 |
| 400005549 | T W ZILLER PROPERTIES LLC | ORIGINAL TOWN E 2/3 LT 6 BLK 65 | 260.51 |
| 400005557 | T W ZILLER PROPERTIES LLC | ORIGINAL TOWN W 1/2 LT 7 BLK 65 | 198.16 |
| 400005565 | C & S GROUP LLC | ORIGINAL TOWN N 55' E 1/2 LT 7 & N 55' LT 8 BLK 65 | 42.49 |
| 400005573 | C & S GROUP LLC | ORIGINAL TOWN PT W 18.9' E 1/2 LT 7 & N 29.9' E 14.1' LT 7 & W 29' OF C 22' OF E 1/2 LT 7 & N 29.9' OF S 55' LT 8 XC N 6' S 31.1' E 40' LT 8 BLK 65 | 195.81 |
| 400005581 | PARMLEY/DAVID J | ORIGINAL TOWN C 22' E 4' LT 7 & C 22' LT 8 BLK 65 | 265.48 |
| 400005603 | C & S GROUP LLC | ORIGINAL TOWN S 25.1' E 14.1' LT 7 & S 25.1' LT 8 & N 6' S 31.1' E 40' LT 8 BLK 65 | 225.25 |
| 400005611 | AZTECA MARKET LLC | ORIGINAL TOWN LTS 1 & 2 BLK 66 | 1,008.18 |
| 400005638 | FRANCO ENTERTAINMENT, LLC | ORIGINAL TOWN W 2/3 LT 3 XC W 17.5' OF S 44' BLK 66 | 407.92 |
| 400005646 | VIPPERMAN/JOHN FREDRICK | ORIGINAL TOWN E 1/3 LT 3 BLK 66 | 320.46 |
| 400005654 | DUDA/JAMES G | ORIGINAL TOWN N 88' E 1/3 LT 4 BLK 66 | 232.85 |
| 400005662 | AREND/SIERRA | ORIGINAL TOWN N 88' C 1/3 LT 4 BLK 66 | 201.17 |
| 400005670 | WING EMPIRE INC | ORIGINAL TOWN N 80' W 1/3 LT 4 BLK 66 | 441.59 |
| 400005689 | TOWER 217, LLC | ORIGINAL TOWN W 17 1/2' S 44' LT 3 & N 8' S 52' W 22' & S 44' LT 4 BLK 66 | 3,261.17 |
| 400005697 | PEACEFUL ROOT LLC | ORIGINAL TOWN W 1/3 LT 6 & ALL LT 5 BLK 66 | 835.08 |
| 400005700 | PEACEFUL ROOT LLC | ORIGINAL TOWN E 2/3 LT 6 & W 1/3 LT 7 BLK 66 | 930.60 |
| 400005719 | RAWR HOLDINGS LLC | ORIGINAL TOWN E 2/3 LT 7 BLK 66 | 223.25 |
| 400005721 | PROCON MANAGEMENT INC | OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 100 (1ST FLOOR)~ | 387.30 |
| 400005722 | PROCON MANAGEMENT INC | OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 101 (FIRST FLOOR)~ | 403.14 |

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| 400005723 | PROCON MANAGEMENT INC | OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 201 (2ND FLOOR) | 866.91 |
| 400005725 | GRAND ISLAND REAL ESTATE | OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 301 (3RD FLOOR) | 1,225.01 |
| 400005727 | PROCON MANAGEMENT INC | OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 001 (BASEMENT) | 141.28 |
| 400005729 | OLD CITY HALL COND ASSO INC | OLD CITY HALL CONDOMINIUM PROPERTY REGIME(COMMON AREA) | 589.70 |
| 400005735 | CITY OF GI | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND N 1/2 BLK 67 | - |
| 400005743 | COUNTY OF HALL NEBRASKA | ORIGINAL TOWN S 1/2 BLK 67 | - |
| 400005751 | S&V INVESTMENTS, LLC | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 1/3 LT 2 & ALL LT 1 BLK 68 | - |
| 400005786 | S & V INVESTMENTS LLC | SV SUB LT 1 | 2,466.41 |
| 400005794 | PLAZA SQUARE DEVELOPMENT LLC | ORIGINAL TOWN W 22' LT 6 & ALL LT 5 BLK 68 | 144.35 |
| 400005808 | SMITH/JONATHAN M | ORIGINAL TOWN W 6' LT 7 & E 2/3 LT 6 BLK 68 | 260.56 |
| 400005816 | SMITH/JONATHAN M | ORIGINAL TOWN E 60' LT 7 BLK 68 | 243.06 |
| 400005824 | TPCR RENTALS LLC | ORIGINAL TOWN LT 8 BLK 68 | 337.90 |
| 400006588 | WESTERBY/DOUGLAS M | ORIGINAL TOWN LT 1 BLK 77 | 197.81 |
| 400006596 | 201 E 2ND LLC | ORIGINAL TOWN LT 2 BLK 77 | 155.94 |
| 400006618 | 201 E 2ND LLC | ORIGINAL TOWN LTS 3 & 4 BLK 77 | 2,154.13 |
| 400006626 | CITY OF GRAND ISLAND NE | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 5-6-7-8 BLK 77 | - |
| 400006685 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL BLK 78 & VACATED ALLEY | - |
| 400006707 | EQUITABLE BLDG & LOAN ASSN/THE | ORIGINAL TOWN LT 1 BLK 79 | 315.05 |

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| 400006715 | EQUITABLE BLDG & LOAN ASSN OF GI | ORIGINAL TOWN LT 2 BLK 79 | 89.53 |
| 400006723 | EQUITABLE BLDG & LOAN ASSN/THE | ORIGINAL TOWN S 44' LT 3 & S 44' LT 4 BLK 79 | 1,284.81 |
| 400006766 | EQUITABLE BLDG & LOAN ASSN OF GI | ORIGINAL TOWN N 26' 10.5 LT 8 BLK 79 | 22.95 |
| 400006774 | EQUITABLE BLDG & LOAN ASSN OF G I | ORIGINAL TOWN S 17' 1.5 N 44' LT 8 BLK 79 | 13.13 |
| 400006782 | EQUITABLE BLDG & LOAN ASSN OF G I | ORIGINAL TOWN S 88' LT 8 BLK 79 | 97.20 |
| 400006790 | CALDERON/ELISEO | ORIGINAL TOWN E 22' LT 4 & W 22' LT 3 BLK 80 | 82.59 |
| 400006809 | CALDERON/ELISEO | ORIGINAL TOWN W 44' LT 4 BLK 80 | 92.24 |
| 400006820 | NORTHWESTERN BELL TELE CO | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND N 44' LT 8 BLK 80 | 19.15 |
| 400006839 | MCDERMOTT/NIELS C & VIRGINIA A | ORIGINAL TOWN C 1/3 LT 8 BLK 80 | 368.14 |
| 400006847 | HALL CO | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 1-2 & E 44' LT 3 BLK 80 | - |
| 400006863 | MITCHELL/DEREK L & RUTH E | ORIGINAL TOWN S 44' LT 8 BLK 80 | 283.06 |
| 400006871 | VICTORY BIBLE FELLOWSHIP OF THE | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 1 BLK 81 | - |
| 400006898 | GRAND ISLAND AREA CHAMBER OF COMMERCE | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 2/3 LT 2 BLK 81 | - |
| 400006901 | TRAMPE/RONALD EUGENE | ORIGINAL TOWN W 1/3 LT 2 BLK 81 | 160.37 |
| 400006928 | TINAJERO/FRANCISCO | ORIGINAL TOWN E 1/3 LT 3 BLK 81 | 159.48 |
| 400006936 | ENCINGER ENTERPRISES LLC | ORIGINAL TOWN C 1/3 LT 3 BLK 81 | 262.59 |
| 400006944 | KRAUSS ENTERPRISES LLC | ORIGINAL TOWN W 1/3 LT 3 & ALL 4 BLK 81 | 533.33 |
| 400006952 | MEHRING & SHADA PROPERTIES LLC | ORIGINAL TOWN LT 5 BLK 81 | 427.73 |
| 400006960 | MEHRING & SHADA PROPERTIES LLC | ORIGINAL TOWN LT 6 BLK 81 | 177.11 |
| 400006979 | WHEELER STREET PARTNERSHIP | ORIGINAL TOWN LT 7 & S 2/3 LT 8 BLK 81 | 1,017.21 |

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| 400006987 | WHEELER ST PARTNERSHIP | ORIGINAL TOWN N 1/3 LT 8 BLK 81 | 138.05 |
| 400006995 | GRAND ISLAND INDEPENDENT | ORIGINAL TOWN LT 1 & PT VAC ALLEY BLK 82 | 71.90 |
| 400007002 | GRAND ISLAND INDEPENDENT | ORIGINAL TOWN LT 2 & PT VAC ALLEY BLK 82 | 310.16 |
| 400007010 | GRAND ISLAND INDEPENDENT | ORIGINAL TOWN LT 3 & PT VAC ALLEY BLK 82 | 76.44 |
| 400007029 | GRAND ISLAND INDEPENDENT | ORIGINAL TOWN LT 4 & PT VAC ALLEY BLK 82 | 153.94 |
| 400007037 | GRAND ISLAND INDEPENDENT | ORIGINAL TOWN LTS 5-6-7-8 & PT VAC ALLEY BLK 82 | 3,057.71 |
| 400007061 | GRAND ISLAND HOSPITALITY LLC | ORIGINAL TOWN LTS 1 & 2 BLK 83 | 498.24 |
| 400007088 | DIAZ/JESUS SALAS | ORIGINAL TOWN LTS 3 & 4 BLK 83 | 784.90 |
| 400007096 | GRAND ISLAND APARTMENTS, LLC | ORIGINAL TOWN N 60.35' LT 5 BLK 83 | 188.54 |
| 400007118 | J & B RENTALS LLC | ORIGINAL TOWN S 71.65' LT 5 BLK 83 | 214.14 |
| 400007126 | MATEO P/TOMAS | ORIGINAL TOWN W 2/3 LT 6 BLK 83 | 301.23 |
| 400007134 | PEREZ/SYLVA | ORIGINAL TOWN E 1/3 LT 6 & ALL LT 7 BLK 83 | 306.61 |
| 400007142 | WOODEN/MICHAEL OWEN & SONYA KAY | ORIGINAL TOWN E 41' N 28' LT 8 BLK 83 | 139.60 |
| 400007150 | WOODEN/MICHAEL OWEN & SONYA KAY | ORIGINAL TOWN PT N 1/3 & S 2/3 LT 8 BLK 83~ | 246.35 |
| 400007169 | PARK | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL BLK 84 | - |
| 400007177 | LANE HOME IMPROVEMENTS | ORIGINAL TOWN LT 1 BLK 85 (SEE COMMENTS) | 261.04 |
| 400007185 | LANE HOME IMPROVEMENTS | ORIGINAL TOWN LT 2 BLK 85 | 185.66 |
| 400007193 | HOPE HARBOR INC | ORIGINAL TOWN LTS 3 & 4 BLK 85 | - |
| 400007223 | GRAND ISLAND LIEDERKRANZ | ORIGINAL TOWN PT LTS 1-2-3 & 4 BLK 87 | 425.42 |
| 400007304 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL BLK 88 | - |
| 400007312 | DODGE & ELK PARK LOTS | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND PT BLK 89 | - |

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| 400007320 | OLD ELKS BUILDING DEVEL LLC | ORIGINAL TOWN N 60' FR LTS 1 & 2 & N 60' OF E 24' OF LT 3 BLK 89 | 269.86 |
| 400007339 | HALL CO | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL LTS 1-2 & 3 & FR LT 7 BLK 91 | - |
| 400007347 | HALL CO | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 4 & PT VAC ST BLK 91 | - |
| 400007355 | HALL CO | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND PT LT 6 & PT LT 8 BLK 91 | - |
| 400007363 | HALL CO | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND STRIP 8' X 66' & PT LT 8 BLK 91 | - |
| 400007371 | DOMINICK/EUGENE | ORIGINAL TOWN E 6' N 103' & E 37' S 29' LT 2 & ALL LT 1 BLK 92~ | 283.99 |
| 400007398 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 2 XC E 6' N 103' & E 37' S 29' LT 2 BLK 92 | - |
| 400007401 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 50' LT 3 BLK 92 | - |
| 400007428 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND W 16' LT 3 & ALL LT 4 BLK 92 | - |
| 400029022 | EMERY/GREGORY D & CHARLENE A | CAMPBELL'S SUB E 51' 8 LTS 1-2-3 | 81.91 |
| 400029030 | MENDOZA/WILMER | CAMPBELL'S SUB W 75'4 LTS 1-2-3 | 344.55 |
| 400029049 | HASTINGS GRAIN INSPECTION INC | CAMPBELL'S SUB LTS 4-5-6 & N 10' LT 7 | 180.25 |
| 400029057 | HASTINGS GRAIN INSPECTION INC | CAMPBELL'S SUB S 12' LT 7 & ALL LT 8 | 276.03 |
| 400029065 | TWO BROTHERS INC | CAMPBELL'S SUB 32' X 127' LT 9 | 216.00 |
| 400029073 | HILL/DAVID C | CAMPBELL'S SUB LTS 10-13 | 386.55 |
| 400039605 | HALL CO | COURT HOUSE ADD TO THE CITY OF GRAND ISLAND LT 1 | - |
| 400039613 | HALL CO | COURT HOUSE ADD TO THE CITY OF GRAND ISLAND LT 2 | - |
| 400039621 | HALL CO | COURT HOUSE ADD TO THE CITY OF GRAND ISLAND LT 3 | - |

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| 400039648 | HALL CO | COURT HOUSE ADD TO THE CITY OF GRAND ISLAND LT 4 | - |
| 400042169 | COUNTY OF HALL NEBRASKA | HANN'S ADD TO THE CITY OF GRAND ISLAND N 31' LT 2 & S 13.75' LT 1 BLK 1~ | - |
| 400042177 | COUNTY OF HALL | HANN'S FOURTH ADD TO THE CITY OF GRAND ISLAND LT 2 | - |
| 400042185 | REYES/DAILYS | HANN'S ADD N 14' LT 3 & S 26' LT 2 BLK 1~ | 161.81 |
| 400042193 | CAMPBELL/HUNTER A H & KATHLEEN A | HANN'S ADD N 7' PT LT 4 & S 43' LT 3 BLK 1~ | 243.38 |
| 400042207 | MITCHELL/DEREK L & RUTH E | HANN'S ADD E 60' OF S 50' OF LT 4 BLK 1~~ | 210.62 |
| 400042215 | CAMPBELL/KATHLEEN A | HANN'S ADD W 67' OF S 50' OF LT 4 BLK 1~ | 147.93 |
| 400042525 | COUNTY OF HALL | HANN'S FOURTH ADD TO THE CITY OF GRAND ISLAND LT 1 | - |
| 400042533 | MARSH PROPERTIES LLC | HANN'S SECOND ADD S 5' OF LT 2 & ALL LT 3 BLK 4 | 680.95 |
| 400042541 | WILLIAMS/CASEY J & MISTI A | HANN'S FIFTH SUB LT 2 | 172.63 |
| 400042568 | MUELLER/LLOYD & MARILYN | HANN'S FIFTH SUB LT 1 | 112.61 |
| 400042576 | TWO BROTHERS INC | HANN'S 3RD ADD W 111' X 118' BLK 5 | 506.95 |
| 400042584 | ROSALES-MONZON/CARLOS A | HANN'S 3RD ADD N 52.5' OF E 91.9' OF BLK 5 | 224.35 |
| 400042592 | ROYLE/CECILIA B | HANN'S 3RD ADD E 56' OF W 174' OF BLK 5 | 149.13 |
| 400042606 | VALENZUELA/LINDA L | HANN'S 3RD ADD S 58.5' OF E 91.9' OF BLK 5 | 263.69 |
| 400080532 | HOOS INSURANCE AGENCY INC | RAILROAD ADD LT 4 & PT VAC ST BLK 97 | 309.42 |
| 400080540 | SANCHEZ/FILEMON | RAILROAD ADD N 1/2 LT 1 BLK 98 | 63.66 |
| 400080559 | SANCHEZ/FILEMON | RAILROAD ADD S 1/2 LT 1 BLK 98 | 369.08 |
| 400080567 | CHAIRMAN INVESTMENTS LLC | RAILROAD ADD LT 2 BLK 98 | 124.99 |
| 400080575 | PHAM/TAMMY | RAILROAD ADD W 1/2 LT 3 BLK 98 | 145.87 |

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| 400080583 | SCHAFER/LEE ANN G & MICHAEL W | RAILROAD ADD E 1/2 LT 3 BLK 98 | 158.33 |
| 400080591 | TPCR RENTALS LLC | RAILROAD ADD N 86' LT 4 BLK 98 | 80.39 |
| 400080605 | TPCR RENTALS LLC | RAILROAD ADD S 46' LT 4 BLK 98 | 167.89 |
| 400080613 | TPCR RENTALS LLC | RAILROAD ADD LT 5 BLK 98 | 1,710.67 |
| 400080621 | TPCR RENTALS LLC | RAILROAD ADD LT 6 BLK 98 | 405.20 |
| 400080648 | BENITEZ/FLORIBERTO SANCHEZ | RAILROAD ADD W 52' LT 7 BLK 98 | 210.22 |
| 400080656 | SANCHEZ/FILEMON | RAILROAD ADD E 14' LT 7 & ALL LT 8 BLK 98 | 449.42 |
| 400080990 | HUNT/AMY S | RAILROAD ADD FR LT 1 & FR LT 2 BLK 105 | 112.69 |
| 400081008 | BLACKSTONE RESIDENCE, LLC | RAILROAD ADD LT 3 BLK 105 | 195.74 |
| 400081016 | LAZENDORF HOLDINGS LIMITED PARTNERSHIP | RAILROAD ADD LT 4 BLK 105 | 338.14 |
| 400081040 | BLACKSTONE RESIDENCE, LLC | RAILROAD ADD LT 5 & FR LTS 6 & 7 XC CITY BLK 105 | 1,453.16 |
| 400081059 | FRIENDSHIP HOUSE INC | RAILROAD ADD LTS 1 & 2 BLK 106 | - |
| 400081067 | C & S GROUP LLC | RAILROAD ADD LT 3 BLK 106 | 303.28 |
| 400081075 | FERNANDEZ/PEDRO | RAILROAD ADD LT 4 BLK 106 | 300.71 |
| 400081105 | MUFFLER SHOP INC/THE | RAILROAD ADD LTS 1 & 2 BLK 107 | 389.84 |
| 400081113 | MUFFLER SHOP INC/THE | RAILROAD ADD LTS 3 & 4 BLK 107 | 156.03 |
| 400081121 | MIDWEST PREMIER INVESTMENTS LLC | RAILROAD ADD S 2/3 LT 5 BLK 107 | 98.47 |
| 400081148 | MIDWEST PREMIER INVESTMENTS LLC | RAILROAD ADD N 1/3 LT 5 BLK 107 | 68.09 |
| 400081156 | MIDWEST PREMIER INVESTMENTS LLC | RAILROAD ADD LT 6 BLK 107 | 293.35 |
| 400081164 | MIDWEST PREMIER INVESTMENTS LLC | RAILROAD ADD LT 7 XC N 60' OF E 22' & XC E 29.54' OF S 71.50' BLK 107 | 477.60 |
| 400081172 | MIDWEST PREMIER INVESTMENTS LLC | RAILROAD ADD S 72' LT 8 & E 29.54' OF S 71.50' LT 7 BLK 107 | 240.63 |

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| 400081180 | MIDWEST PREMIER INVESTMENTS LLC | RAILROAD ADD N 60' OF E 22' LT 7 & N 60' LT 8 BLK 107 | 270.24 |
| 400081199 | FOX/RICHARD & MARILYN | RAILROAD ADD LTS 1 & 2 BLK 108 | 487.70 |
| 400081202 | WESTGATE PROPERTIES LLC | RAILROAD ADD E 37' LT 3 BLK 108 | 180.05 |
| 400081210 | DOUGLAS BOOKKEEPING SERVICE INC | RAILROAD ADD W 29' LT 3 & ALL LT 4 BLK 108 | 588.81 |
| 400081229 | PLACKE/DONALD J & JANET L | RAILROAD ADD S 88' LT 5 BLK 108 | 131.69 |
| 400081237 | PLACKE/DONALD J & JANET L | RAILROAD ADD N 44' LT 5 BLK 108 | 7.15 |
| 400081245 | BREWER PROPERTIES LLC | RAILROAD ADD LT 6 BLK 108 | 298.31 |
| 400081253 | BOSSELMAN INC | RAILROAD ADD LTS 7 & 8 BLK 108 | 526.63 |
| 400081261 | GILROY/DAVID A & CAROLYN J | RAILROAD ADD S 61' LT 1 & S 61' LT 2 BLK 109 | 192.45 |
| 400081288 | HANEY/THOMAS W & DIANE K | RAILROAD ADD N 71' LT 1 & N 71' LT 2 BLK 109~ | 177.15 |
| 400081296 | ROEBUCK ENTERPRISES, LLC | RAILROAD ADD E 59.5' LT 3 BLK 109 | 135.03 |
| 400081318 | ROEBUCK ENTERPRISES, LLC | RAILROAD ADD E 52'11 LT 4 & W 6.5' LT 3 BLK 109~ | 81.39 |
| 400081326 | LINDELL/TIMOTHY C | RAILROAD ADD E 52' 11 OF LT 5 & ALL LT 6 BLK 109 | 239.49 |
| 400081334 | LPB, LLC | RAILROAD ADD LTS 7 & 8 BLK 109 | 705.87 |
| 400113651 | HALL CO | WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND LT 2 | - |
| 400113678 | HALL CO | WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND LT 3 | - |
| 400113686 | HALL CO | WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND N 52 1/3' OF W 150' LT 4 | - |
| 400113694 | HALL CO | WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND LT 5 | - |
| 400113708 | COUNTY OF HALL | WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND W 86' OF E 165' OF 4 & W 86' OF E 165' OF N 48.5' LT 5 | - |

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| 400113716 | COUNTY OF HALL | WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND W PT OF N 48.5' X 150' LT 5 & 26.17' X 150' OF W PT LT 4 | - |
| 400135868 | L.P.B. LLC | GILBERT'S SUB NORTH, PART OF BLK 79, ORIGINAL TOWN 22' X 99' LT A | 159.48 |
| 400135876 | EQUITABLE BUILDING & LOAN ASSOC | GILBERT'S SUB NORTH, PART OF BLK 79, ORIGINAL TOWN LT B | 170.10 |
| 400143259 | EQUITABLE BUILDING & LOAN ASSOC | THE YANCEY, A CONDOMINIUM UNIT 102 | 152.53 |
| 400143267 | EQUITABLE BUILDING & LOAN ASSOC | THE YANCEY, A CONDOMINIUM UNIT 103 | 220.76 |
| 400143275 | EQUITABLE BUILDING & LOAN ASSN/THE | THE YANCEY, A CONDOMINIUM UNIT 104 | 548.53 |
| 400143283 | EQUITABLE BUILDING & LOAN ASSOC | THE YANCEY, A CONDOMINIUM UNIT 201A | 489.03 |
| 400143291 | DEVCO INVESTMENT CORPORATION | THE YANCEY, A CONDOMINIUM UNIT 301 | 121.36 |
| 400143305 | GEORGE/MOLLIE JO | THE YANCEY, A CONDOMINIUM UNIT 302 | 88.00 |
| 400143313 | FARR/THOMAS M & NITA J | THE YANCEY, A CONDOMINIUM UNIT 303 | 125.34 |
| 400143321 | JENSEN/PATTI | THE YANCEY, A CONDOMINIUM UNIT 304 | 115.19 |
| 400143348 | HINRICHS/DARRELL D & MARLENE M | THE YANCEY, A CONDOMINIUM UNIT 305 | 184.38 |
| 400143356 | BAXTER/DUDLEY D & DIANA K | THE YANCEY, A CONDOMINIUM UNIT 401 | 89.77 |
| 400143364 | MEYER/RONNIE A | THE YANCEY, A CONDOMINIUM UNIT 402 | 102.19 |
| 400143372 | ARTVEST III, A NE GENERAL PARTNER | THE YANCEY, A CONDOMINIUM UNIT 403 | 98.20 |
| 400143380 | MEYER/RONNY A & LYNN M | THE YANCEY, A CONDOMINIUM UNIT 404 | 115.50 |
| 400143399 | ARTVEST III, A NE GENERAL PARTNER | THE YANCEY, A CONDOMINIUM UNIT 405 | 98.48 |
| 400143402 | POWERS/YOLANDA L | THE YANCEY, A CONDOMINIUM UNIT 406 | 130.41 |
| 400143410 | THE A-A-RON GROUP, LLC | THE YANCEY, A CONDOMINIUM UNIT 407 | 153.20 |

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| 400143429 | LUCE/ERIC D | THE YANCEY, A CONDOMINIUM UNIT 501 | 97.78 |
| 400143437 | ARTVEST III, A NE GENERAL PARTNER | THE YANCEY, A CONDOMINIUM UNIT 502 | 105.05 |
| 400143445 | QUALITY QTRS. LLC | THE YANCEY, A CONDOMINIUM UNIT 503 | 93.80 |
| 400143453 | JENSEN/PATTI | THE YANCEY, A CONDOMINIUM UNIT 504 | 115.55 |
| 400143461 | ARTVEST III, A NE GENERAL PARTNER | THE YANCEY, A CONDOMINIUM UNIT 505 | 98.53 |
| 400143488 | BERGHOLZ/MICHAEL J | THE YANCEY, A CONDOMINIUM UNIT 506 | 130.49 |
| 400143496 | ALEXANDER/WENDY L | THE YANCEY, A CONDOMINIUM UNIT 507 | 141.71 |
| 400143518 | ROE/JIM GAYLORD & ADRIANA | THE YANCEY, A CONDOMINIUM UNIT 601 | 85.90 |
| 400143526 | ROE/JIM GAYLORD & ADRIANA | THE YANCEY, A CONDOMINIUM UNIT 602 | 95.26 |
| 400143534 | POST/KAELEIGH | THE YANCEY, A CONDOMINIUM UNIT 603 | 101.80 |
| 400143542 | JOHNSTON/ANDREW COLE | THE YANCEY, A CONDOMINIUM UNIT 604 | 113.35 |
| 400143550 | QUALITY QTRS LLC | THE YANCEY, A CONDOMINIUM UNIT 605 | 94.16 |
| 400143569 | STEPHENS/ALEXA E | THE YANCEY, A CONDOMINIUM UNIT 606 | 87.26 |
| 400143577 | KILE/ABBY | THE YANCEY, A CONDOMINIUM UNIT 607 | 145.30 |
| 400143585 | HINRICHS/DARRELL & MARLENE | THE YANCEY, A CONDOMINIUM UNIT 701 | 92.27 |
| 400143593 | ARTVEST III, A NE GENERAL PARTNER | THE YANCEY, A CONDOMINIUM UNIT 702 | 105.27 |
| 400143607 | LUBER/HANNAH | THE YANCEY, A CONDOMINIUM UNIT 703 | 98.45 |
| 400143615 | BURTSCHER/JAN L | THE YANCEY, A CONDOMINIUM UNIT 704 | 152.26 |
| 400143623 | SEADREAM ENTERPRISES, LLC | THE YANCEY, A CONDOMINIUM UNIT 705 | 106.82 |
| 400143631 | WAINWRIGHT/TODD AARON | THE YANCEY, A CONDOMINIUM UNIT 706 | 100.66 |

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| 400143658 | SABELS/MARTIN C | THE YANCEY, A CONDOMINIUM UNIT 707 | 136.14 |
| 400143666 | ARTVEST III, A NE GENERAL PARTNER | THE YANCEY, A CONDOMINIUM UNIT 801 | 90.51 |
| 400143674 | APPEL/AUSTIN | THE YANCEY, A CONDOMINIUM UNIT 802 | 105.35 |
| 400143682 | ZAVALA/VINCENT & SHARON | THE YANCEY, A CONDOMINIUM UNIT 803 | 115.28 |
| 400143690 | NESIBA/ MERLIN J & JUDY M | THE YANCEY, A CONDOMINIUM UNIT 804 | 183.76 |
| 400143704 | POWERS/YOLANDA L | THE YANCEY, A CONDOMINIUM UNIT 805 | 121.79 |
| 400143712 | NELSON/JACK L | THE YANCEY, A CONDOMINIUM UNIT 806 | 174.25 |
| 400143720 | HINRICHS/DARRELL D & MARLENE | THE YANCEY, A CONDOMINIUM UNIT 901 | 90.53 |
| 400143739 | STEVENS/KARI | THE YANCEY, A CONDOMINIUM UNIT 902 | 105.40 |
| 400143747 | DETLEFSEN/DARRELL F & LISA | THE YANCEY, A CONDOMINIUM UNIT 903 | 115.33 |
| 400143755 | NICKERSON/MITCHELL & SUSAN | THE YANCEY, A CONDOMINIUM UNIT 904 | 158.72 |
| 400143763 | DIZMANG/TAMMY L | THE YANCEY, A CONDOMINIUM UNIT 905 | 121.84 |
| 400143771 | JENSEN/PATTI | THE YANCEY, A CONDOMINIUM UNIT 906 | 161.77 |
| 400143798 | TODD/LINDA M | THE YANCEY, A CONDOMINIUM UNIT 1001 | 92.42 |
| 400143801 | WEINRICH/WILLIAM | THE YANCEY, A CONDOMINIUM UNIT 1002 | 105.42 |
| 400143828 | JENSEN/PATTI | THE YANCEY, A CONDOMINIUM UNIT 1003 | 115.38 |
| 400143836 | WHITEHEAD/DIANA L | THE YANCEY, A CONDOMINIUM UNIT 1004 | 209.03 |
| 400143844 | YENNIFRE, LLC | THE YANCEY, A CONDOMINIUM UNIT 1005 | 123.37 |
| 400143852 | ADEN/STEVEN G | THE YANCEY, A CONDOMINIUM UNIT 1006 | 174.40 |
| 400143860 | MYERS/JON M & CHANDRA L | THE YANCEY, A CONDOMINIUM UNIT 1101 | 92.51 |

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|-----------|----------------------------------|---|----------|
| 400143879 | MUSQUIZ/LARRY J | THE YANCEY, A CONDOMINIUM UNIT 1102 | 105.50 |
| 400143887 | BUCKLEY/LYNN A | THE YANCEY, A CONDOMINIUM UNIT 1103 | 117.83 |
| 400143895 | PERFORMANCE PLUS LIQUIDS INC | THE YANCEY, A CONDOMINIUM UNIT 1104 | 165.41 |
| 400143909 | BOLEY/LOREN E | THE YANCEY, A CONDOMINIUM UNIT 1105 | 123.49 |
| 400143917 | AULNER/KRISTINE | THE YANCEY, A CONDOMINIUM UNIT 1106 | 170.20 |
| 400144247 | HOME FEDERAL SAVINGS & LOAN ASSN | HANN'S FOURTH ADD LT 3 | 1,626.10 |
| 400287218 | ARTVEST III | THE YANCEY, A CONDOMINIUM UNIT 002 | 19.21 |
| 400287226 | ARTVEST III | THE YANCEY, A CONDOMINIUM UNIT 001 | 107.15 |
| 400287390 | ELLISON/ROXANN T | ORIGINAL TOWN W 18.9' OF E 33' OF S 25.1' LT 7 BLK 65 | 55.92 |
| 400292963 | EQUITABLE BUILDING & LOAN ASSOC | THE YANCEY, A CONDOMINIUM UNIT 101 | 36.74 |
| 400292971 | EQUITABLE BUILDING & LOAN ASSOC | THE YANCEY, A CONDOMINIUM UNIT 201B | 59.10 |
| 400292998 | EQUITABLE BUILDING & LOAN ASSOC | THE YANCEY, A CONDOMINIUM UNIT 201C | 148.77 |
| 400293005 | EQUITABLE BUILDING & LOAN ASSOC | THE YANCEY, A CONDOMINIUM UNIT 201D | 112.27 |
| 400294982 | HOME FEDERAL SAVINGS & LOAN | ORIGINAL TOWN PT LTS 1-2-3-4-7 & ALL 5 & 6 & PT VACATED ALLEY BLK 89 | 384.70 |
| 400325705 | CALDERON/ELISEO | JENSEN SUB LT 2 | 88.44 |
| 400367009 | IGLESIA EVANGELICA PENTECOSTES | ZILLER SUB LT 2 | - |
| 400401681 | GRAND ISLAND/CITY OF | WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND VACATED ST SOUTH OF LT 1 | - |
| 400424177 | CITY OF GRAND ISLAND | ORIGINAL TOWN S 1/2 LT 1 BLK 57 | 28.72 |
| 400467186 | GRAND ISLAND LIEDERKRANZ | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND PT LTS 1-2-3 & 4 BLK 87 | - |

RESOLUTION 2020-BE-3 (A)

| | | | |
|-----------|---------------------------|--|------------|
| 400475235 | CITY OF GRAND ISLAND | PARKING RAMP SUB TO THE CITY OF GRAND ISLAND LTS 1-2-& 3 | - |
| ; | NORTHWESTERN BELL TELE CO | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 5-6-7 BLK 80 | - |
| | | TOTAL | 119,988.52 |

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on September 8, 2020.

Mike Paulick, Council President

Attest:

Aaron Schmid, Acting City Clerk

- 20 -

RESOLUTION 2020-BE-3 (B)

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Railside Business Improvement District, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$119,493.70; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within Railside Business Improvement District, such benefits are the sums set opposite the several descriptions as follows:

| PARCEL | OWNER | LEGAL | Assessment Amount |
|-----------|---|---|-------------------|
| 310 | TALLGRASS INTERSTATE GAS TRANSMISSION LLC | CENTRALLY ASSESSED | 16.91 |
| 380 | SOURCEGAS DISTRIBUTION LLC | CENTRALLY ASSESSED | - |
| 450 | NORTHWESTERN CORPORATION | CENTRALLY ASSESSED | 8,813.11 |
| 620 | WINDSTREAM NEBRASKA INC | CENTRALLY ASSESSED | - |
| 640 | QWEST CORPORATION | CENTRALLY ASSESSED | 4,769.63 |
| 705 | AT & T COMMUNICATION | CENTRALLY ASSESSED | 43.97 |
| 840 | AT & T MOBILITY LLC | CENTRALLY ASSESSED | 446.42 |
| 845 | NE COLORADO CELLULAR INC | CENTRALLY ASSESSED | 33.48 |
| 850 | SPRINT WIRELESS | CENTRALLY ASSESSED | 7.79 |
| 890 | USCOC OF NEBRASKA/KANSAS LLC | CENTRALLY ASSESSED | 475.17 |
| 400004097 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL BLKS 52 & 53 & PT VAC KIMBALL AVE | - |
| 400004119 | HERNANDEZ/PEDRO RIVERA | ORIGINAL TOWN N 100.5' E 2/3 LT 1 BLK 54 | 321.13 |

Approved as to Form ☐ _____
September 3, 2020 ☐ City Attorney

RESOLUTION 2020-BE-3 (B)

| | | | |
|-----------|-------------------------|--|--------|
| 400004127 | HERNANDEZ/PEDRO RIVERA | ORIGINAL TOWN S 31.9' E 2/3 OF LT 1 BLK 54 | 63.66 |
| 400004135 | WING PROPERTIES INC | ORIGINAL TOWN W 1/3 LT 1 BLK 54 | 19.15 |
| 400004143 | WING EMPIRE INC | ORIGINAL TOWN LT 2 BLK 54 | 750.22 |
| 400004151 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 3 BLK 54 | - |
| 400004178 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 4 BLK 54 | - |
| 400004186 | WAYNE/JOHN W & TERESA A | ORIGINAL TOWN N 1/2 W 2/3 LT 6 & N 1/2 LT 5 BLK 54 | 484.46 |
| 400004194 | KATROUZOS/GUS G | ORIGINAL TOWN S 60' W 1/3 LT 5 BLK 54 | 133.05 |
| 400004208 | KATROUZOS/GUS G | ORIGINAL TOWN S 60' W 16' E 2/3 LT 5 BLK 54 | 82.89 |
| 400004216 | PINNACLE BANK | ORIGINAL TOWN E 28' S 1/2 LT 5 & N 6' W 38' S 1/2 LT 5 BLK 54 | 196.23 |
| 400004224 | PINNACLE BANK | ORIGINAL TOWN W 22' S 1/2 LT 6 BLK 54 | 157.89 |
| 400004232 | WING PROPERTIES INC | ORIGINAL TOWN E 22' W 44' S 1/2 & E 22' LT 6 BLK 54 | 493.07 |
| 400004240 | WING PROPERTIES INC | ORIGINAL TOWN W 1/3 LT 7 BLK 54 | 236.24 |
| 400004259 | WING PROPERTIES INC | ORIGINAL TOWN C 1/3 LT 7 BLK 54 | 274.32 |
| 400004275 | WING PROPERTIES INC | ORIGINAL TOWN LT 8 & E 1/3 OF LT 7 XC 15' X 15' X 15' SOLD TO CITY BLK 54 | 704.56 |
| 400004305 | URBAN ISLAND LLC | ORIGINAL TOWN N 1/2 LT 1 BLK 55 | 793.27 |
| 400004313 | URBAN ISLAND LLC | ORIGINAL TOWN N 44' OF S 1/2 LT 1 BLK 55 | 285.81 |
| 400004321 | IRVINE/VIRGINIA | ORIGINAL TOWN S 22' LT 1 BLK 55 | 93.97 |
| 400004348 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 1/2 LT 3 & ALL LT 2 BLK 55 | - |
| 400004356 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND N 1/2 W 1/2 LT 3 & N 1/2 LT 4 BLK 55 | - |

RESOLUTION 2020-BE-3 (B)

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|-----------|---------------------------------|--|--------|
| 400004364 | HOETFELKER/RUSSELL L | ORIGINAL TOWN S 1/2 W 1/2 LT 3 & S 1/2 LT 4 BLK 55 | 506.52 |
| 400004372 | DOWNTOWN CENTER LLC | ORIGINAL TOWN N 67.5' LT 5 BLK 55 | 42.59 |
| 400004380 | ARMSTRONG/MATTHEW E & JANELLE A | ORIGINAL TOWN N 20' S 64.5' LT 5 BLK 55 | 117.08 |
| 400004399 | ERIVES ENTERPRISES LLC | ORIGINAL TOWN S 44.5' LT 5 BLK 55 | 400.42 |
| 400004402 | FAMOS CONSTRUCTION INC | ORIGINAL TOWN W 2/3 LT 6 BLK 55 | 482.25 |
| 400004429 | CAMPOS/ARTHUR V & JEANENE | ORIGINAL TOWN E 1/3 LT 6 BLK 55 | 231.52 |
| 400004437 | NEPPL/KAREN | ORIGINAL TOWN W 1/3 LT 7 BLK 55 | 219.63 |
| 400004445 | HEDDE BUILDING LLC | ORIGINAL TOWN E 2/3 LT 7 BLK 55 | 894.82 |
| 400004461 | T W ZILLER PROPERTIES LLC | ORIGINAL TOWN W 1/3 LT 8 BLK 55 | 118.88 |
| 400004488 | T W ZILLER PROPERTIES LLC | ORIGINAL TOWN C 1/3 LT 8 BLK 55 | 120.08 |
| 400004496 | T W ZILLER PROPERTIES LLC | ORIGINAL TOWN E 1/3 LT 8 BLK 55 | 504.92 |
| 400004526 | DOWNTOWN CENTER LLC | ORIGINAL TOWN N 68' LT 1 & ALL LT 2 & E 1/2 LT 3 BLK 56 | 145.98 |
| 400004534 | DOWNTOWN CENTER LLC | ORIGINAL TOWN N 22' S 42' & W 6' S 20' LT 1 BLK 56 | 12.70 |
| 400004542 | DOWNTOWN CENTER LLC | ORIGINAL TOWN N 22' S 64' LT 1 BLK 56 | 11.73 |
| 400004550 | DOWNTOWN CENTER LLC | ORIGINAL TOWN S 20' E 60' LT 1 BLK 56 | 9.69 |
| 400004569 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL LT 4 & W 1/2 LT 3 BLK 56 | - |
| 400004577 | MAYHEW/CARL & SUSAN A | ORIGINAL TOWN W 1/3 LT 5 BLK 56 | 275.80 |
| 400004585 | TRINTOWN LLC | ORIGINAL TOWN E 2/3 LT 5 BLK 56 | 396.84 |
| 400004593 | POHL/HELEN E & JAMES A | ORIGINAL TOWN LT 6 BLK 56 | 353.89 |
| 400004615 | JOHNSON/DUANE A & DEE ANN | ORIGINAL TOWN LT 7 BLK 56 | 593.28 |
| 400004623 | DOWNTOWN CENTER LLC | ORIGINAL TOWN LT 8 BLK 56 | |

RESOLUTION 2020-BE-3 (B)

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|-----------|-----------------------------------|---|----------|
| | | | 3,703.85 |
| 400004631 | CITY OF G I PARK LOT | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND N 1/2 LT 1 & ALL LTS 2-3 & 4 BLK 57 | - |
| 400004658 | J & B RENTALS LLC | ZILLER SUB LT 1 | 658.38 |
| 400004666 | THE GRAND FOUNDATION, INC | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 2/3 LT 6 BLK 57 | - |
| 400004674 | T & S LAND DEVELOPMENT, LLC | ORIGINAL TOWN LT 7 BLK 57 | 2,327.13 |
| 400004682 | AMUR REAL ESTATE LLC | ORIGINAL TOWN LT 8 BLK 57 | 1,704.93 |
| 400004690 | FIRSTIER BANK NATIONAL ASSOC | ORIGINAL TOWN LTS 1 & 2 BLK 58 | 273.74 |
| 400004704 | FIRSTIER BANK NATIONAL ASSOC | ORIGINAL TOWN N 1/2 LT 4 & N 1/2 LT 3 BLK 58 | 96.61 |
| 400004712 | FIRSTIER BANK NATIONAL ASSOC | ORIGINAL TOWN LT 5 & W 22' LT 6 BLK 58 | 1,381.83 |
| 400004720 | FIRSTIER BANK NATIONAL ASSOC | ORIGINAL TOWN S 1/2 LT 3 & S 1/2 LT 4 BLK 58 | 102.77 |
| 400004739 | STELK/MARK D | JENSEN SUB LT 1 | 143.04 |
| 400004747 | CALDERON/ELISEO | ORIGINAL TOWN W 1/3 LT 7 BLK 58 | 223.37 |
| 400004755 | LINDNER-BOMBECK TRUSTEE/MARILYN A | ORIGINAL TOWN C 1/3 LT 7 BLK 58 | 278.60 |
| 400004763 | GALVAN/VICTORIA | PRENSA LATINA SUB LT 1 | 88.92 |
| 400004771 | CALDERON/ELISEO | PRENSA LATINA SUB LT 2 | 112.65 |
| 400004798 | STELK/MARK D | PRENSA LATINA SUB LT 4 | 321.42 |
| 400004801 | STELK/MARK D & WANDA L | PRENSA LATINA SUB LT 3 | 404.93 |
| 400004828 | MEAD BUILDING CENTERS | ORIGINAL TOWN N 102.5' LT 1 & ALL LT 2 BLK 59 | 244.10 |
| 400004844 | T SQUARED PROPERTIES LLC | ORIGINAL TOWN S 29.5' LT 1 BLK 59 | 15.73 |
| 400004852 | THIRD CITY ARCHERS INC | ORIGINAL TOWN S 99' LT 4 & ALL LT 3 BLK 59 | - |
| 400004860 | MEAD BUILDING CENTERS | ORIGINAL TOWN N 33' LT 4 BLK 59 | 150.56 |

RESOLUTION 2020-BE-3 (B)

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| 400004879 | SPIRIT IN THE SKY LLC | ORIGINAL TOWN LT 5 BLK 59 | 1,055.77 |
| 400004887 | LUCERO/JOSE LUIS & AURA | ORIGINAL TOWN E 23' W 46' LT 6 BLK 59 | 158.50 |
| 400004895 | GERDES/LARRY C & MARY ANN | ORIGINAL TOWN W 23' LT 6 BLK 59 | 171.62 |
| 400004909 | BERTA/GARY J & BILLIE J | ORIGINAL TOWN E 20' LT 6 & W 1/2 LT 7 BLK 59 | 97.10 |
| 400004917 | T SQUARED PROPERTIES LLC | ORIGINAL TOWN W 22' E 1/2 LT 7 BLK 59 | 182.13 |
| 400004925 | T SQUARED PROPERTIES LLC | ORIGINAL TOWN E 11' LT 7 & ALL LT 8 BLK 59 | 552.15 |
| 400004933 | CKP LLC | ORIGINAL TOWN LTS 1 & 2 BLK 60 | 544.49 |
| 400004941 | CKP LLC | ORIGINAL TOWN LT 3 BLK 60 | 129.54 |
| 400004968 | BUSINESS PROPERTIES | ORIGINAL TOWN LT 4 BLK 60 | 347.32 |
| 400004984 | LB AUDIO LLC | ORIGINAL TOWN LTS 5 & 6 BLK 60 | 798.47 |
| 400004992 | GRAND DENTAL HOLDINGS LLC | ORIGINAL TOWN LTS 7 & 8 BLK 60 | 1,380.00 |
| 400005018 | ABJAL LLC | ORIGINAL TOWN LTS 1 & 2 BLK 61 | 955.91 |
| 400005026 | ABJAL LLC | ORIGINAL TOWN LTS 3 & 4 BLK 61 | 832.36 |
| 400005034 | JIA PROPERTIES, LLC | ORIGINAL TOWN LT 5 BLK 61 | 722.33 |
| 400005042 | HANSEN PROPERTIES LLC | ORIGINAL TOWN LTS 6-7 & 8 BLK 61 | 779.99 |
| 400005050 | D & A INVESTMENTS LLC | ORIGINAL TOWN S 44' LT 1 BLK 62 | 179.67 |
| 400005069 | D & A INVESTMENTS LLC | ORIGINAL TOWN N 88' LT 1 BLK 62 | 677.72 |
| 400005077 | D & A INVESTMENTS LLC | ORIGINAL TOWN LT 2 BLK 62 | 374.62 |
| 400005085 | D & A INVESTMENTS, INC | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND S 66' LT 4 & N 66' E 57' LT 3 & S 66' LT 3 BLK 62 | 566.12 |
| 400005093 | D & A INVESTMENTS LLC | ORIGINAL TOWN N 66' W 9' LT 3 & N 66' LT 4 BLK 62 | 185.05 |
| 400005107 | MIDWEST PREMIER INVESTMENTS, LLC | ORIGINAL TOWN S 1/2 W 50' LT 5 BLK 62 | 89.47 |

RESOLUTION 2020-BE-3 (B)

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| 400005115 | MIDWEST PREMIER INVESTMENTS LLC | ORIGINAL TOWN N 1/2 W 50' LT 5 BLK 62 | 246.86 |
| 400005123 | VOGEL ENTERPRISES LTD AN IA CORP | ORIGINAL TOWN E 16' LT 5 & W 1/2 LT 6 BLK 62 | 52.10 |
| 400005131 | VOGEL ENTERPRISES LTD AN IA CORP | ORIGINAL TOWN E 1/2 LT 6 & W 1/2 LT 7 BLK 62 | 348.52 |
| 400005158 | GRAND ISLAND AREA HABITAT FOR HUMANITY INC | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 1/2 LT 7 & ALL LT 8 BLK 62 | - |
| 400005166 | HUENEFELD/DANIEL C & LINDA K | ORIGINAL TOWN LTS 1 & 2 BLK 63 | 539.15 |
| 400005168 | GRAND ISLAND ENTREPRENEURIAL VENTURE LLC | CITY CENTRE CONDOMINIUMS UNIT 2 (FORMERLY PT ORIGINAL TOWN LTS 1 & 2 BLK 63) | 110.49 |
| 400005170 | PARAMOUNT DEVELOPMENT, LLC | CITY CENTRE CONDOMINIUMS UNIT 3 (FORMERLY PT ORIGINAL TOWN LTS 1 & 2 BLK 63) | 321.51 |
| 400005174 | LL FORGY PROPERTIES, LLC | ORIGINAL TOWN E 2/3 LT 3 BLK 63 | 224.58 |
| 400005182 | MASONIC TEMPLECRAFT ASSO OF GI | ORIGINAL TOWN W 1/3 LT 3 & E 1/3 LT 4 BLK 63 | - |
| 400005190 | GUERRERO/ROCIO A ESPARZA | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND W 2/3 LT 4 BLK 63 | 227.75 |
| 400005204 | WARDENS & VESTRYMEN OF ST | ST. STEPHENS SUB TO THE CITY OF GRAND ISLAND LT 1 | - |
| 400005212 | WARDENS & VESTRY ST STEPHENS | ST. STEPHENS SUB TO THE CITY OF GRAND ISLAND LT 2 | - |
| 400005220 | HACK/MONTE C & SHERI S | ORIGINAL TOWN S 88' LT 8 BLK 63 | 399.87 |
| 400005239 | T W ZILLER PROPERTIES LLC | ORIGINAL TOWN N 44' LT 8 BLK 63 | 982.51 |
| 400005247 | NIELSEN/THOMAS L & LOIS E | ORIGINAL TOWN E 1/3 LT 1 BLK 64 | 427.88 |
| 400005255 | HAND/CRAIG C | ORIGINAL TOWN C 1/3 LT 1 BLK 64 | 208.78 |
| 400005263 | BOWEN/STEPHEN T & JACQUELINE E | ORIGINAL TOWN W 1/3 LT 1 BLK 64 | 272.73 |
| 400005271 | AVILA/LOURDES | ORIGINAL TOWN E 44' LT 2 BLK 64 | 257.49 |
| 400005298 | VANWINKLE LIMITED LLC | ORIGINAL TOWN W 1/3 LT 2 BLK 64 | 183.36 |
| 400005301 | DOUBLE S PROPERTIES LLC | ORIGINAL TOWN E 1/3 LT 3 BLK 64 | |

RESOLUTION 2020-BE-3 (B)

| | | | |
|-----------|--------------------------------|---|----------|
| | | | 232.24 |
| 400005328 | ALVAREZ/ABRAHAM HERMOSILLO | ORIGINAL TOWN W 2/3 LT 3 BLK 64 | 245.52 |
| 400005336 | GERDES/GALEN E & TAMERA M | ORIGINAL TOWN LT 4 BLK 64 | 1,214.08 |
| 400005344 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 5 BLK 64 | - |
| 400005352 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 6 & 7 BLK 64 | - |
| 400005360 | WAGONER/MICHAEL | ORIGINAL TOWN N 22' LT 8 BLK 64 | 151.37 |
| 400005379 | TAYLOR/TERRY N & SUSAN M | ORIGINAL TOWN S 1/2 N 1/3 LT 8 BLK 64 | 148.85 |
| 400005387 | PERFORMANCE PLUS LIQUIDS, INC | ORIGINAL TOWN N 44' S 88' LT 8 BLK 64 | 1,261.39 |
| 400005395 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND S 44' LT 8 BLK 64 | - |
| 400005409 | HEDDE BUILDING LLC | ORIGINAL TOWN LT 1 BLK 65 | 249.14 |
| 400005417 | NIELSEN/THOMAS L & LOIS E | ORIGINAL TOWN E 1/3 LT 2 BLK 65 | 220.43 |
| 400005425 | TAKE FLIGHT INVESTMENTS LLC | ORIGINAL TOWN C 1/3 LT 2 BLK 65 | 937.04 |
| 400005433 | ARCHWAY PARTNERSHIP | ORIGINAL TOWN W 1/3 LT 2 BLK 65 | 236.23 |
| 400005441 | TAKE FLIGHT INVESTMENTS, LLC | ORIGINAL TOWN E 1/3 LT 3 BLK 65 | 183.26 |
| 400005468 | IGLESIA EVANGELICA PENTECOSTES | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND C 1/3 LT 3 BLK 65 | - |
| 400005476 | SPOTANSKI/MARK & TERESA | ORIGINAL TOWN W 1/3 LT 3 BLK 65 | 264.10 |
| 400005484 | HOFFER/ALLEN & LINDA | ORIGINAL TOWN E 1/3 LT 4 BLK 65 | 329.88 |
| 400005492 | WALD 12 PROPERTIES LLC | ORIGINAL TOWN W 2/3 LT 4 BLK 65 | 248.46 |
| 400005506 | J & B RENTALS LLC | ORIGINAL TOWN S 44' N 1/2 LT 5 BLK 65 | 244.84 |
| 400005514 | TAYLOR/TERRY N & SUSAN M | ORIGINAL TOWN N 22' LT 5 BLK 65 | 146.95 |
| 400005522 | J O ENTERPRISES INC | ORIGINAL TOWN S 1/2 LT 5 BLK 65 | 295.85 |
| 400005530 | J & B RENTALS LLC | ORIGINAL TOWN W 1/3 LT 6 BLK 65 | |

RESOLUTION 2020-BE-3 (B)

| | | | |
|-----------|---------------------------|---|----------|
| | | | 190.32 |
| 400005549 | T W ZILLER PROPERTIES LLC | ORIGINAL TOWN E 2/3 LT 6 BLK 65 | 260.51 |
| 400005557 | T W ZILLER PROPERTIES LLC | ORIGINAL TOWN W 1/2 LT 7 BLK 65 | 198.16 |
| 400005565 | C & S GROUP LLC | ORIGINAL TOWN N 55' E 1/2 LT 7 & N 55' LT 8 BLK 65 | 42.49 |
| 400005573 | C & S GROUP LLC | ORIGINAL TOWN PT W 18.9' E 1/2 LT 7 & N 29.9' E 14.1' LT 7 & W 29' OF C 22' OF E 1/2 LT 7 & N 29.9' OF S 55' LT 8 XC N 6' S 31.1' E 40' LT 8 BLK 65 | 195.81 |
| 400005581 | PARMLEY/DAVID J | ORIGINAL TOWN C 22' E 4' LT 7 & C 22' LT 8 BLK 65 | 265.48 |
| 400005603 | C & S GROUP LLC | ORIGINAL TOWN S 25.1' E 14.1' LT 7 & S 25.1' LT 8 & N 6' S 31.1' E 40' LT 8 BLK 65 | 225.25 |
| 400005611 | AZTECA MARKET LLC | ORIGINAL TOWN LTS 1 & 2 BLK 66 | 1,008.18 |
| 400005638 | FRANCO ENTERTAINMENT, LLC | ORIGINAL TOWN W 2/3 LT 3 XC W 17.5' OF S 44' BLK 66 | 407.92 |
| 400005646 | VIPPERMAN/JOHN FREDRICK | ORIGINAL TOWN E 1/3 LT 3 BLK 66 | 320.46 |
| 400005654 | DUDA/JAMES G | ORIGINAL TOWN N 88' E 1/3 LT 4 BLK 66 | 232.85 |
| 400005662 | AREND/SIERRA | ORIGINAL TOWN N 88' C 1/3 LT 4 BLK 66 | 201.17 |
| 400005670 | WING EMPIRE INC | ORIGINAL TOWN N 80' W 1/3 LT 4 BLK 66 | 441.59 |
| 400005689 | TOWER 217, LLC | ORIGINAL TOWN W 17 1/2' S 44' LT 3 & N 8' S 52' W 22' & S 44' LT 4 BLK 66 | 3,261.17 |
| 400005697 | PEACEFUL ROOT LLC | ORIGINAL TOWN W 1/3 LT 6 & ALL LT 5 BLK 66 | 835.08 |
| 400005700 | PEACEFUL ROOT LLC | ORIGINAL TOWN E 2/3 LT 6 & W 1/3 LT 7 BLK 66 | 930.60 |
| 400005719 | RAWR HOLDINGS LLC | ORIGINAL TOWN E 2/3 LT 7 BLK 66 | 223.25 |
| 400005721 | PROCON MANAGEMENT INC | OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 100 (1ST FLOOR)~ | 387.30 |
| 400005722 | PROCON MANAGEMENT INC | OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 101 (FIRST FLOOR)~ | 403.14 |

RESOLUTION 2020-BE-3 (B)

| | | | |
|-----------|-----------------------------------|--|----------|
| 400005723 | PROCON MANAGEMENT INC | OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 201 (2ND FLOOR) | 866.91 |
| 400005725 | GRAND ISLAND REAL ESTATE | OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 301 (3RD FLOOR) | 1,225.01 |
| 400005727 | PROCON MANAGEMENT INC | OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 001 (BASEMENT) | 141.28 |
| 400005729 | OLD CITY HALL COND ASSO INC | OLD CITY HALL CONDOMINIUM PROPERTY REGIME(COMMON AREA) | 589.70 |
| 400005735 | CITY OF GI | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND N 1/2 BLK 67 | - |
| 400005743 | COUNTY OF HALL NEBRASKA | ORIGINAL TOWN S 1/2 BLK 67 | - |
| 400005751 | S&V INVESTMENTS, LLC | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 1/3 LT 2 & ALL LT 1 BLK 68 | - |
| 400005786 | S & V INVESTMENTS LLC | SV SUB LT 1 | 2,466.41 |
| 400005794 | PLAZA SQUARE DEVELOPMENT LLC | ORIGINAL TOWN W 22' LT 6 & ALL LT 5 BLK 68 | 144.35 |
| 400005808 | SMITH/JONATHAN M | ORIGINAL TOWN W 6' LT 7 & E 2/3 LT 6 BLK 68 | 260.56 |
| 400005816 | SMITH/JONATHAN M | ORIGINAL TOWN E 60' LT 7 BLK 68 | 243.06 |
| 400005824 | TPCR RENTALS LLC | ORIGINAL TOWN LT 8 BLK 68 | 337.90 |
| 400006588 | WESTERBY/DOUGLAS M | ORIGINAL TOWN LT 1 BLK 77 | 197.81 |
| 400006596 | 201 E 2ND LLC | ORIGINAL TOWN LT 2 BLK 77 | 155.94 |
| 400006618 | 201 E 2ND LLC | ORIGINAL TOWN LTS 3 & 4 BLK 77 | 2,154.13 |
| 400006626 | CITY OF GRAND ISLAND NE | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 5-6-7-8 BLK 77 | - |
| 400006685 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL BLK 78 & VACATED ALLEY | - |
| 400006707 | EQUITABLE BLDG & LOAN ASSN/THE | ORIGINAL TOWN LT 1 BLK 79 | 315.05 |

RESOLUTION 2020-BE-3 (B)

| | | | |
|-----------|--|---|----------|
| 400006715 | EQUITABLE BLDG & LOAN ASSN OF GI | ORIGINAL TOWN LT 2 BLK 79 | 89.53 |
| 400006723 | EQUITABLE BLDG & LOAN ASSN/THE | ORIGINAL TOWN S 44' LT 3 & S 44' LT 4 BLK 79 | 1,284.81 |
| 400006766 | EQUITABLE BLDG & LOAN ASSN OF GI | ORIGINAL TOWN N 26' 10.5 LT 8 BLK 79 | 22.95 |
| 400006774 | EQUITABLE BLDG & LOAN ASSN OF G I | ORIGINAL TOWN S 17' 1.5 N 44' LT 8 BLK 79 | 13.13 |
| 400006782 | EQUITABLE BLDG & LOAN ASSN OF G I | ORIGINAL TOWN S 88' LT 8 BLK 79 | 97.20 |
| 400006790 | CALDERON/ELISEO | ORIGINAL TOWN E 22' LT 4 & W 22' LT 3 BLK 80 | 82.59 |
| 400006809 | CALDERON/ELISEO | ORIGINAL TOWN W 44' LT 4 BLK 80 | 92.24 |
| 400006820 | NORTHWESTERN BELL TELE CO | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND N 44' LT 8 BLK 80 | 19.15 |
| 400006839 | MCDERMOTT/NIELS C & VIRGINIA A | ORIGINAL TOWN C 1/3 LT 8 BLK 80 | 368.14 |
| 400006847 | HALL CO | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 1-2 & E 44' LT 3 BLK 80 | - |
| 400006863 | MITCHELL/DEREK L & RUTH E | ORIGINAL TOWN S 44' LT 8 BLK 80 | 283.06 |
| 400006871 | VICTORY BIBLE FELLOWSHIP OF THE | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 1 BLK 81 | - |
| 400006898 | GRAND ISLAND AREA CHAMBER OF COMMERCE | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 2/3 LT 2 BLK 81 | - |
| 400006901 | TRAMPE/RONALD EUGENE | ORIGINAL TOWN W 1/3 LT 2 BLK 81 | 160.37 |
| 400006928 | TINAJERO/FRANCISCO | ORIGINAL TOWN E 1/3 LT 3 BLK 81 | 159.48 |
| 400006936 | ENCINGER ENTERPRISES LLC | ORIGINAL TOWN C 1/3 LT 3 BLK 81 | 262.59 |
| 400006944 | KRAUSS ENTERPRISES LLC | ORIGINAL TOWN W 1/3 LT 3 & ALL 4 BLK 81 | 533.33 |
| 400006952 | MEHRING & SHADA PROPERTIES LLC | ORIGINAL TOWN LT 5 BLK 81 | 427.73 |
| 400006960 | MEHRING & SHADA PROPERTIES LLC | ORIGINAL TOWN LT 6 BLK 81 | 177.11 |
| 400006979 | WHEELER STREET PARTNERSHIP | ORIGINAL TOWN LT 7 & S 2/3 LT 8 BLK 81 | 1,017.21 |

RESOLUTION 2020-BE-3 (B)

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| 400006987 | WHEELER ST PARTNERSHIP | ORIGINAL TOWN N 1/3 LT 8 BLK 81 | 138.05 |
| 400006995 | GRAND ISLAND INDEPENDENT | ORIGINAL TOWN LT 1 & PT VAC ALLEY BLK 82 | 71.90 |
| 400007002 | GRAND ISLAND INDEPENDENT | ORIGINAL TOWN LT 2 & PT VAC ALLEY BLK 82 | 310.16 |
| 400007010 | GRAND ISLAND INDEPENDENT | ORIGINAL TOWN LT 3 & PT VAC ALLEY BLK 82 | 76.44 |
| 400007029 | GRAND ISLAND INDEPENDENT | ORIGINAL TOWN LT 4 & PT VAC ALLEY BLK 82 | 153.94 |
| 400007037 | GRAND ISLAND INDEPENDENT | ORIGINAL TOWN LTS 5-6-7-8 & PT VAC ALLEY BLK 82 | 3,057.71 |
| 400007061 | GRAND ISLAND HOSPITALITY LLC | ORIGINAL TOWN LTS 1 & 2 BLK 83 | 498.24 |
| 400007088 | DIAZ/JESUS SALAS | ORIGINAL TOWN LTS 3 & 4 BLK 83 | 784.90 |
| 400007096 | GRAND ISLAND APARTMENTS, LLC | ORIGINAL TOWN N 60.35' LT 5 BLK 83 | 188.54 |
| 400007118 | J & B RENTALS LLC | ORIGINAL TOWN S 71.65' LT 5 BLK 83 | 214.14 |
| 400007126 | MATEO P/TOMAS | ORIGINAL TOWN W 2/3 LT 6 BLK 83 | 210.86 |
| 400007134 | PEREZ/SYLVA | ORIGINAL TOWN E 1/3 LT 6 & ALL LT 7 BLK 83 | 306.61 |
| 400007142 | WOODEN/MICHAEL OWEN & SONYA KAY | ORIGINAL TOWN E 41' N 28' LT 8 BLK 83 | 139.60 |
| 400007150 | WOODEN/MICHAEL OWEN & SONYA KAY | ORIGINAL TOWN PT N 1/3 & S 2/3 LT 8 BLK 83~ | 246.35 |
| 400007169 | PARK | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL BLK 84 | - |
| 400007177 | LANE HOME IMPROVEMENTS | ORIGINAL TOWN LT 1 BLK 85 (SEE COMMENTS) | 261.04 |
| 400007185 | LANE HOME IMPROVEMENTS | ORIGINAL TOWN LT 2 BLK 85 | 185.66 |
| 400007193 | HOPE HARBOR INC | ORIGINAL TOWN LTS 3 & 4 BLK 85 | - |
| 400007223 | GRAND ISLAND LIEDERKRANZ | ORIGINAL TOWN PT LTS 1-2-3 & 4 BLK 87 | 425.42 |
| 400007304 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL BLK 88 | - |
| 400007312 | DODGE & ELK PARK LOTS | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND PT BLK 89 | - |

RESOLUTION 2020-BE-3 (B)

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| 400007320 | OLD ELKS BUILDING DEVEL LLC | ORIGINAL TOWN N 60' FR LTS 1 & 2 & N 60' OF E 24' OF LT 3 BLK 89 | 269.86 |
| 400007339 | HALL CO | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL LTS 1-2 & 3 & FR LT 7 BLK 91 | - |
| 400007347 | HALL CO | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 4 & PT VAC ST BLK 91 | - |
| 400007355 | HALL CO | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND PT LT 6 & PT LT 8 BLK 91 | - |
| 400007363 | HALL CO | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND STRIP 8' X 66' & PT LT 8 BLK 91 | - |
| 400007371 | DOMINICK/EUGENE | ORIGINAL TOWN E 6' N 103' & E 37' S 29' LT 2 & ALL LT 1 BLK 92~ | 283.99 |
| 400007398 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 2 XC E 6' N 103' & E 37' S 29' LT 2 BLK 92 | - |
| 400007401 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 50' LT 3 BLK 92 | - |
| 400007428 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND W 16' LT 3 & ALL LT 4 BLK 92 | - |
| 400029022 | EMERY/GREGORY D & CHARLENE A | CAMPBELL'S SUB E 51' 8 LTS 1-2-3 | 81.91 |
| 400029030 | MENDOZA/WILMER | CAMPBELL'S SUB W 75'4 LTS 1-2-3 | 344.55 |
| 400029049 | HASTINGS GRAIN INSPECTION INC | CAMPBELL'S SUB LTS 4-5-6 & N 10' LT 7 | 180.25 |
| 400029057 | HASTINGS GRAIN INSPECTION INC | CAMPBELL'S SUB S 12' LT 7 & ALL LT 8 | 276.03 |
| 400029065 | TWO BROTHERS INC | CAMPBELL'S SUB 32' X 127' LT 9 | 216.00 |
| 400029073 | HILL/DAVID C | CAMPBELL'S SUB LTS 10-13 | 328.56 |
| 400039605 | HALL CO | COURT HOUSE ADD TO THE CITY OF GRAND ISLAND LT 1 | - |
| 400039613 | HALL CO | COURT HOUSE ADD TO THE CITY OF GRAND ISLAND LT 2 | - |
| 400039621 | HALL CO | COURT HOUSE ADD TO THE CITY OF GRAND ISLAND LT 3 | - |

RESOLUTION 2020-BE-3 (B)

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| 400039648 | HALL CO | COURT HOUSE ADD TO THE CITY OF GRAND ISLAND LT 4 | - |
| 400042169 | COUNTY OF HALL NEBRASKA | HANN'S ADD TO THE CITY OF GRAND ISLAND N 31' LT 2 & S 13.75' LT 1 BLK 1~ | - |
| 400042177 | COUNTY OF HALL | HANN'S FOURTH ADD TO THE CITY OF GRAND ISLAND LT 2 | - |
| 400042185 | REYES/DAILYS | HANN'S ADD N 14' LT 3 & S 26' LT 2 BLK 1~ | 161.81 |
| 400042193 | CAMPBELL/HUNTER A H & KATHLEEN A | HANN'S ADD N 7' PT LT 4 & S 43' LT 3 BLK 1~ | 243.38 |
| 400042207 | MITCHELL/DEREK L & RUTH E | HANN'S ADD E 60' OF S 50' OF LT 4 BLK 1~~ | 210.62 |
| 400042215 | CAMPBELL/KATHLEEN A | HANN'S ADD W 67' OF S 50' OF LT 4 BLK 1~ | 147.93 |
| 400042525 | COUNTY OF HALL | HANN'S FOURTH ADD TO THE CITY OF GRAND ISLAND LT 1 | - |
| 400042533 | MARSH PROPERTIES LLC | HANN'S SECOND ADD S 5' OF LT 2 & ALL LT 3 BLK 4 | 680.95 |
| 400042541 | WILLIAMS/CASEY J & MISTI A | HANN'S FIFTH SUB LT 2 | 172.63 |
| 400042568 | MUELLER/LLOYD & MARILYN | HANN'S FIFTH SUB LT 1 | 78.82 |
| 400042576 | TWO BROTHERS INC | HANN'S 3RD ADD W 111' X 118' BLK 5 | 506.95 |
| 400042584 | ROSALES-MONZON/CARLOS A | HANN'S 3RD ADD N 52.5' OF E 91.9' OF BLK 5 | 224.35 |
| 400042592 | ROYLE/CECILIA B | HANN'S 3RD ADD E 56' OF W 174' OF BLK 5 | 104.39 |
| 400042606 | VALENZUELA/LINDA L | HANN'S 3RD ADD S 58.5' OF E 91.9' OF BLK 5 | 263.69 |
| 400080532 | HOOS INSURANCE AGENCY INC | RAILROAD ADD LT 4 & PT VAC ST BLK 97 | 309.42 |
| 400080540 | SANCHEZ/FILEMON | RAILROAD ADD N 1/2 LT 1 BLK 98 | 63.66 |
| 400080559 | SANCHEZ/FILEMON | RAILROAD ADD S 1/2 LT 1 BLK 98 | 369.08 |
| 400080567 | CHAIRMAN INVESTMENTS LLC | RAILROAD ADD LT 2 BLK 98 | 124.99 |
| 400080575 | PHAM/TAMMY | RAILROAD ADD W 1/2 LT 3 BLK 98 | 145.87 |

RESOLUTION 2020-BE-3 (B)

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| 400080583 | SCHAFER/LEE ANN G & MICHAEL W | RAILROAD ADD E 1/2 LT 3 BLK 98 | 158.33 |
| 400080591 | TPCR RENTALS LLC | RAILROAD ADD N 86' LT 4 BLK 98 | 80.39 |
| 400080605 | TPCR RENTALS LLC | RAILROAD ADD S 46' LT 4 BLK 98 | 167.89 |
| 400080613 | TPCR RENTALS LLC | RAILROAD ADD LT 5 BLK 98 | 1,710.67 |
| 400080621 | TPCR RENTALS LLC | RAILROAD ADD LT 6 BLK 98 | 405.20 |
| 400080648 | BENITEZ/FLORIBERTO SANCHEZ | RAILROAD ADD W 52' LT 7 BLK 98 | 210.22 |
| 400080656 | SANCHEZ/FILEMON | RAILROAD ADD E 14' LT 7 & ALL LT 8 BLK 98 | 449.42 |
| 400080990 | HUNT/AMY S | RAILROAD ADD FR LT 1 & FR LT 2 BLK 105 | 112.69 |
| 400081008 | BLACKSTONE RESIDENCE, LLC | RAILROAD ADD LT 3 BLK 105 | 195.74 |
| 400081016 | LAZENDORF HOLDINGS LIMITED PARTNERSHIP | RAILROAD ADD LT 4 BLK 105 | 338.14 |
| 400081040 | BLACKSTONE RESIDENCE, LLC | RAILROAD ADD LT 5 & FR LTS 6 & 7 XC CITY BLK 105 | 1,453.16 |
| 400081059 | FRIENDSHIP HOUSE INC | RAILROAD ADD LTS 1 & 2 BLK 106 | - |
| 400081067 | C & S GROUP LLC | RAILROAD ADD LT 3 BLK 106 | 303.28 |
| 400081075 | FERNANDEZ/PEDRO | RAILROAD ADD LT 4 BLK 106 | 300.71 |
| 400081105 | MUFFLER SHOP INC/THE | RAILROAD ADD LTS 1 & 2 BLK 107 | 389.84 |
| 400081113 | MUFFLER SHOP INC/THE | RAILROAD ADD LTS 3 & 4 BLK 107 | 156.03 |
| 400081121 | MIDWEST PREMIER INVESTMENTS LLC | RAILROAD ADD S 2/3 LT 5 BLK 107 | 98.47 |
| 400081148 | MIDWEST PREMIER INVESTMENTS LLC | RAILROAD ADD N 1/3 LT 5 BLK 107 | 68.09 |
| 400081156 | MIDWEST PREMIER INVESTMENTS LLC | RAILROAD ADD LT 6 BLK 107 | 293.35 |
| 400081164 | MIDWEST PREMIER INVESTMENTS LLC | RAILROAD ADD LT 7 XC N 60' OF E 22' & XC E 29.54' OF S 71.50' BLK 107 | 477.60 |
| 400081172 | MIDWEST PREMIER INVESTMENTS LLC | RAILROAD ADD S 72' LT 8 & E 29.54' OF S 71.50' LT 7 BLK 107 | 240.63 |

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| 400081180 | MIDWEST PREMIER INVESTMENTS LLC | RAILROAD ADD N 60' OF E 22' LT 7 & N 60' LT 8 BLK 107 | 270.24 |
| 400081199 | FOX/RICHARD & MARILYN | RAILROAD ADD LTS 1 & 2 BLK 108 | 487.70 |
| 400081202 | WESTGATE PROPERTIES LLC | RAILROAD ADD E 37' LT 3 BLK 108 | 180.05 |
| 400081210 | DOUGLAS BOOKKEEPING SERVICE INC | RAILROAD ADD W 29' LT 3 & ALL LT 4 BLK 108 | 588.81 |
| 400081229 | PLACKE/DONALD J & JANET L | RAILROAD ADD S 88' LT 5 BLK 108 | 131.69 |
| 400081237 | PLACKE/DONALD J & JANET L | RAILROAD ADD N 44' LT 5 BLK 108 | 7.15 |
| 400081245 | BREWER PROPERTIES LLC | RAILROAD ADD LT 6 BLK 108 | 298.31 |
| 400081253 | BOSSelman INC | RAILROAD ADD LTS 7 & 8 BLK 108 | 526.63 |
| 400081261 | GILROY/DAVID A & CAROLYN J | RAILROAD ADD S 61' LT 1 & S 61' LT 2 BLK 109 | 192.45 |
| 400081288 | HANEY/THOMAS W & DIANE K | RAILROAD ADD N 71' LT 1 & N 71' LT 2 BLK 109~ | 177.15 |
| 400081296 | ROEBUCK ENTERPRISES, LLC | RAILROAD ADD E 59.5' LT 3 BLK 109 | 135.03 |
| 400081318 | ROEBUCK ENTERPRISES, LLC | RAILROAD ADD E 52'11 LT 4 & W 6.5' LT 3 BLK 109~ | 81.39 |
| 400081326 | LINDELL/TIMOTHY C | RAILROAD ADD E 52' 11 OF LT 5 & ALL LT 6 BLK 109 | 239.49 |
| 400081334 | LPB, LLC | RAILROAD ADD LTS 7 & 8 BLK 109 | 705.87 |
| 400113651 | HALL CO | WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND LT 2 | - |
| 400113678 | HALL CO | WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND LT 3 | - |
| 400113686 | HALL CO | WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND N 52 1/3' OF W 150' LT 4 | - |
| 400113694 | HALL CO | WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND LT 5 | - |
| 400113708 | COUNTY OF HALL | WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND W 86' OF E 165' OF 4 & W 86' OF E 165' OF N 48.5' LT 5 | - |

RESOLUTION 2020-BE-3 (B)

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| 400113716 | COUNTY OF HALL | WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND W PT OF N 48.5' X 150' LT 5 & 26.17' X 150' OF W PT LT 4 | - |
| 400135868 | L.P.B. LLC | GILBERT'S SUB NORTH, PART OF BLK 79, ORIGINAL TOWN 22' X 99' LT A | 159.48 |
| 400135876 | EQUITABLE BUILDING & LOAN ASSOC | GILBERT'S SUB NORTH, PART OF BLK 79, ORIGINAL TOWN LT B | 170.10 |
| 400143259 | EQUITABLE BUILDING & LOAN ASSOC | THE YANCEY, A CONDOMINIUM UNIT 102 | 152.53 |
| 400143267 | EQUITABLE BUILDING & LOAN ASSOC | THE YANCEY, A CONDOMINIUM UNIT 103 | 220.76 |
| 400143275 | EQUITABLE BUILDING & LOAN ASSN/THE | THE YANCEY, A CONDOMINIUM UNIT 104 | 548.53 |
| 400143283 | EQUITABLE BUILDING & LOAN ASSOC | THE YANCEY, A CONDOMINIUM UNIT 201A | 489.03 |
| 400143291 | DEVCO INVESTMENT CORPORATION | THE YANCEY, A CONDOMINIUM UNIT 301 | 121.36 |
| 400143305 | GEORGE/MOLLIE JO | THE YANCEY, A CONDOMINIUM UNIT 302 | 88.00 |
| 400143313 | FARR/THOMAS M & NITA J | THE YANCEY, A CONDOMINIUM UNIT 303 | 125.34 |
| 400143321 | JENSEN/PATTI | THE YANCEY, A CONDOMINIUM UNIT 304 | 115.19 |
| 400143348 | HINRICHS/DARRELL D & MARLENE M | THE YANCEY, A CONDOMINIUM UNIT 305 | 184.38 |
| 400143356 | BAXTER/DUDLEY D & DIANA K | THE YANCEY, A CONDOMINIUM UNIT 401 | 89.77 |
| 400143364 | MEYER/RONNIE A | THE YANCEY, A CONDOMINIUM UNIT 402 | 102.19 |
| 400143372 | ARTVEST III, A NE GENERAL PARTNER | THE YANCEY, A CONDOMINIUM UNIT 403 | 98.20 |
| 400143380 | MEYER/RONNY A & LYNN M | THE YANCEY, A CONDOMINIUM UNIT 404 | 115.50 |
| 400143399 | ARTVEST III, A NE GENERAL PARTNER | THE YANCEY, A CONDOMINIUM UNIT 405 | 98.48 |
| 400143402 | POWERS/YOLANDA L | THE YANCEY, A CONDOMINIUM UNIT 406 | 130.41 |
| 400143410 | THE A-A-RON GROUP, LLC | THE YANCEY, A CONDOMINIUM UNIT 407 | 153.20 |

RESOLUTION 2020-BE-3 (B)

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| 400143429 | LUCE/ERIC D | THE YANCEY, A CONDOMINIUM UNIT 501 | 97.78 |
| 400143437 | ARTVEST III, A NE GENERAL PARTNER | THE YANCEY, A CONDOMINIUM UNIT 502 | 105.05 |
| 400143445 | QUALITY QTRS. LLC | THE YANCEY, A CONDOMINIUM UNIT 503 | 93.80 |
| 400143453 | JENSEN/PATTI | THE YANCEY, A CONDOMINIUM UNIT 504 | 115.55 |
| 400143461 | ARTVEST III, A NE GENERAL PARTNER | THE YANCEY, A CONDOMINIUM UNIT 505 | 98.53 |
| 400143488 | BERGHOLZ/MICHAEL J | THE YANCEY, A CONDOMINIUM UNIT 506 | 91.34 |
| 400143496 | ALEXANDER/WENDY L | THE YANCEY, A CONDOMINIUM UNIT 507 | 99.19 |
| 400143518 | ROE/JIM GAYLORD & ADRIANA | THE YANCEY, A CONDOMINIUM UNIT 601 | 85.90 |
| 400143526 | ROE/JIM GAYLORD & ADRIANA | THE YANCEY, A CONDOMINIUM UNIT 602 | 95.26 |
| 400143534 | POST/KAELEIGH | THE YANCEY, A CONDOMINIUM UNIT 603 | 71.26 |
| 400143542 | JOHNSTON/ANDREW COLE | THE YANCEY, A CONDOMINIUM UNIT 604 | 113.35 |
| 400143550 | QUALITY QTRS LLC | THE YANCEY, A CONDOMINIUM UNIT 605 | 94.16 |
| 400143569 | STEPHENS/ALEXA E | THE YANCEY, A CONDOMINIUM UNIT 606 | 87.26 |
| 400143577 | KILE/ABBY | THE YANCEY, A CONDOMINIUM UNIT 607 | 145.30 |
| 400143585 | HINRICHS/DARRELL & MARLENE | THE YANCEY, A CONDOMINIUM UNIT 701 | 92.27 |
| 400143593 | ARTVEST III, A NE GENERAL PARTNER | THE YANCEY, A CONDOMINIUM UNIT 702 | 105.27 |
| 400143607 | LUBER/HANNAH | THE YANCEY, A CONDOMINIUM UNIT 703 | 98.45 |
| 400143615 | BURTSCHER/JAN L | THE YANCEY, A CONDOMINIUM UNIT 704 | 152.26 |
| 400143623 | SEADREAM ENTERPRISES, LLC | THE YANCEY, A CONDOMINIUM UNIT 705 | 106.82 |
| 400143631 | WAINWRIGHT/TODD AARON | THE YANCEY, A CONDOMINIUM UNIT 706 | 100.66 |

RESOLUTION 2020-BE-3 (B)

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| 400143658 | SABELS/MARTIN C | THE YANCEY, A CONDOMINIUM UNIT 707 | 136.14 |
| 400143666 | ARTVEST III, A NE GENERAL PARTNER | THE YANCEY, A CONDOMINIUM UNIT 801 | 90.51 |
| 400143674 | APPEL/AUSTIN | THE YANCEY, A CONDOMINIUM UNIT 802 | 105.35 |
| 400143682 | ZAVALA/VINCENT & SHARON | THE YANCEY, A CONDOMINIUM UNIT 803 | 115.28 |
| 400143690 | NESIBA/ MERLIN J & JUDY M | THE YANCEY, A CONDOMINIUM UNIT 804 | 183.76 |
| 400143704 | POWERS/YOLANDA L | THE YANCEY, A CONDOMINIUM UNIT 805 | 121.79 |
| 400143712 | NELSON/JACK L | THE YANCEY, A CONDOMINIUM UNIT 806 | 174.25 |
| 400143720 | HINRICHS/DARRELL D & MARLENE | THE YANCEY, A CONDOMINIUM UNIT 901 | 90.53 |
| 400143739 | STEVENS/KARI | THE YANCEY, A CONDOMINIUM UNIT 902 | 105.40 |
| 400143747 | DETLEFSEN/DARRELL F & LISA | THE YANCEY, A CONDOMINIUM UNIT 903 | 80.73 |
| 400143755 | NICKERSON/MITCHELL & SUSAN | THE YANCEY, A CONDOMINIUM UNIT 904 | 158.72 |
| 400143763 | DIZMANG/TAMMY L | THE YANCEY, A CONDOMINIUM UNIT 905 | 121.84 |
| 400143771 | JENSEN/PATTI | THE YANCEY, A CONDOMINIUM UNIT 906 | 161.77 |
| 400143798 | TODD/LINDA M | THE YANCEY, A CONDOMINIUM UNIT 1001 | 92.42 |
| 400143801 | WEINRICH/WILLIAM | THE YANCEY, A CONDOMINIUM UNIT 1002 | 105.42 |
| 400143828 | JENSEN/PATTI | THE YANCEY, A CONDOMINIUM UNIT 1003 | 115.38 |
| 400143836 | WHITEHEAD/DIANA L | THE YANCEY, A CONDOMINIUM UNIT 1004 | 146.32 |
| 400143844 | YENNIFRE, LLC | THE YANCEY, A CONDOMINIUM UNIT 1005 | 123.37 |
| 400143852 | ADEN/STEVEN G | THE YANCEY, A CONDOMINIUM UNIT 1006 | 174.40 |
| 400143860 | MYERS/JON M & CHANDRA L | THE YANCEY, A CONDOMINIUM UNIT 1101 | 92.51 |

RESOLUTION 2020-BE-3 (B)

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| 400143879 | MUSQUIZ/LARRY J | THE YANCEY, A CONDOMINIUM UNIT 1102 | 105.50 |
| 400143887 | BUCKLEY/LYNN A | THE YANCEY, A CONDOMINIUM UNIT 1103 | 82.48 |
| 400143895 | PERFORMANCE PLUS LIQUIDS INC | THE YANCEY, A CONDOMINIUM UNIT 1104 | 165.41 |
| 400143909 | BOLEY/LOREN E | THE YANCEY, A CONDOMINIUM UNIT 1105 | 123.49 |
| 400143917 | AULNER/KRISTINE | THE YANCEY, A CONDOMINIUM UNIT 1106 | 170.20 |
| 400144247 | HOME FEDERAL SAVINGS & LOAN ASSN | HANN'S FOURTH ADD LT 3 | 1,626.10 |
| 400287218 | ARTVEST III | THE YANCEY, A CONDOMINIUM UNIT 002 | 19.21 |
| 400287226 | ARTVEST III | THE YANCEY, A CONDOMINIUM UNIT 001 | 107.15 |
| 400287390 | ELLISON/ROXANN T | ORIGINAL TOWN W 18.9' OF E 33' OF S 25.1' LT 7 BLK 65 | 55.92 |
| 400292963 | EQUITABLE BUILDING & LOAN ASSOC | THE YANCEY, A CONDOMINIUM UNIT 101 | 36.74 |
| 400292971 | EQUITABLE BUILDING & LOAN ASSOC | THE YANCEY, A CONDOMINIUM UNIT 201B | 59.10 |
| 400292998 | EQUITABLE BUILDING & LOAN ASSOC | THE YANCEY, A CONDOMINIUM UNIT 201C | 148.77 |
| 400293005 | EQUITABLE BUILDING & LOAN ASSOC | THE YANCEY, A CONDOMINIUM UNIT 201D | 112.27 |
| 400294982 | HOME FEDERAL SAVINGS & LOAN | ORIGINAL TOWN PT LTS 1-2-3-4-7 & ALL 5 & 6 & PT VACATED ALLEY BLK 89 | 384.70 |
| 400325705 | CALDERON/ELISEO | JENSEN SUB LT 2 | 88.44 |
| 400367009 | IGLESIA EVANGELICA PENTECOSTES | ZILLER SUB LT 2 | - |
| 400401681 | GRAND ISLAND/CITY OF | WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND VACATED ST SOUTH OF LT 1 | - |
| 400424177 | CITY OF GRAND ISLAND | ORIGINAL TOWN S 1/2 LT 1 BLK 57 | 28.72 |
| 400467186 | GRAND ISLAND LIEDERKRANZ | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND PT LTS 1-2-3 & 4 BLK 87 | - |

RESOLUTION 2020-BE-3 (B)

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| 400475235 | CITY OF GRAND ISLAND | PARKING RAMP SUB TO THE CITY OF GRAND ISLAND LTS 1-2-& 3 | - |
| ; | NORTHWESTERN BELL TELE CO | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 5-6-7 BLK 80 | - |
| | | TOTAL | 119,493.70 |

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Adopted by the City Council of the City of Grand Island, Nebraska, on September 8, 2020.

Mike Paulick, Council President

Attest:

Aaron Schmid, Acting City Clerk

- 20 -



City of Grand Island

Tuesday, September 8, 2020

Council Session

Item D-2

#2020-BE-4 - Consideration of Determining Benefits for Fonner Park Business Improvement District

Council action will take place under Ordinances item F-3.

Staff Contact: Patrick Brown

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: September 8, 2020

Subject: Consideration of Determining Benefits for Fonner Park Business Improvement District

Presenter(s): Patrick Brown, Finance Director

Background

On February 14, 2017, the City Council adopted Ordinance #9622 creating the Fonner Park Business Improvement District (BID). The creating ordinance established the purpose of the District, described the boundaries, and established that real property in the area would be subject to a special assessment to support the purposes of the District. The creating Ordinance requires that a proposed budget for the District be approved by the BID Board and forwarded to the City Council for consideration. On July 23, 2020 the Fonner Park BID Board met and approved the 2020-2021 budget which provides for special assessments in the amount \$10/front foot. On August 11, 2020, City Council approved the BID budget and set the date for Board of Equalization as September 8, 2020.

Discussion

The reformation of the Fonner Park BID that occurred in 2017 created the Fonner Park BID as a perpetual entity. In this district, assessments are paid by property owners based on the front footage of the property. Owners are billed for the assessment after approval by City Council sitting as the Board of Equalization on September 8, 2020. The budgeted assessments of \$49,490 will be charged to property owners in the district based on their front footage. Attached is a summary of the notice given to owners within the BID and published in the Grand Island Independent on August 14, 21, and 28, 2020.

Alternatives

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

1. Approve the proposed Special Assessments.
2. Deny the proposed Special Assessments.

3. Send back to the BID Board for adjustment.

Recommendation

City Administration recommends that the Board of Equalization approve the proposed Special Assessments for the Fonner Park BID totaling \$49,490.

Sample Motion

Move to approve the Special Assessments as proposed.

RESOLUTION 2020-BE-4

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Fonner Park Business Improvement District , after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$49,490; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within Fonner Park Business Improvement District, such benefits are the sums set opposite the several descriptions as follows:

| OWNER | LEGAL NAME | Assessment Amount |
|----------------------------|--|-------------------|
| WESTERBY/MICHAEL J & MANDY | JANISCH SUB PT LT 1 | 1,203.72 |
| ROEBUCK ENTERPRISES LLC | BROWNELL SUB XC .0051 AC TO ROW LT 1 XC E 10' | 664.84 |
| WILTGEN CORP II | KIRKPATRICK SUB LT 5 | 707.92 |
| WILTGEN CORP II | KIRKPATRICK SUB LT 6 | 697.32 |
| DA-LY PROPERTIES LLC | LABELINDO SECOND SUB PT LT 1 XC 18.3 FT TO CITY | 2,805.47 |
| ZANA/JAMES SCOTT | R & R SUB PT LT 1 | 1,412.10 |
| CASEY'S RETAIL CO | PLEASANT HOME SUB XC CITY E 1/2 OF S 1/2 BLK 9 | 1,408.70 |
| LOCUST STREET LLC | PLEASANT HOME SUB XC CITY BLK 16 | 2,576.35 |
| OBERG/DANNY K | ROEPKE SUB PT LT 2 & PT LT 1 | 1,548.74 |
| OBERG/DANNY K | ROEPKE SECOND SUB PT LT 1 | 456.56 |
| EDWARDS BUILDING CORP | FONNER SUB LT 1 XC CITY | 1,358.75 |
| BOSSelman REAL ESTATE LLC | FONNER FOURTH SUB LT 1 | 4,882.61 |
| RMA INVESTMENTS LLC | FONNER SECOND SUB XC CITY LT 5 | 2,005.56 |
| RMA INVESTMENTS LLC | FONNER SECOND SUB XC CITY LT 6 | 4,015.44 |
| TOWN & COUNTRY LLC | FONNER THIRD SUB PT LT 1 & PT LT 3 | 3,410.08 |
| WILLIAMS HOSPITALITY LLC | FONNER THIRD SUB REPLATTED PT LT 3 | 1,409.51 |
| LOCUST STREET LLC | MISCELLANEOUS TRACTS 21-11-9 PT SE 1/4 SE 1/4 .20 AC TO CITY .817 AC | 2,107.65 |
| REILLY/MICHAEL J & CAREY M | JNW SUB LT 1 | 1,503.69 |
| EDWARDS BUILDING CORP | JNW SECOND SUB LT 1 | 1,664.08 |
| SAX PIZZA OF AMERICA INC | SAX'S SECOND SUB LT 2 | 1,084.74 |

Approved as to Form ☐ _____
September 3, 2020 ☐ City Attorney

| | | |
|--|---|-----------|
| BRADDY/CINDY | MISCELLANEOUS TRACTS XC TO CITY 21-11-9 PT SE 1/4 SE 1/4 .78 AC | 1,350.12 |
| AREC 7, LLC | MISCELLANEOUS TRACTS 21-11-9 XC CITY PT SE 1/4 SE 1/4 1.17 AC | 2,041.44 |
| SAX PIZZA OF AMERICA INC | SAX'S SECOND SUB LT 1 | 1,251.28 |
| GOODWILL INDUST OF GREATER NEBR | GOODWILL SIXTH SUB LT 2 | 1,822.99 |
| HALL COUNTY LIVESTOCK IMPROVEMENT ASSN | MISCELLANEOUS TRACTS 22-11-9 TO THE CITY OF GRAND ISLAND PT SW 1/4 SW 1/4 & PT NW 1/4 SW 1/4 XC .15 A CITY & 1.03 AC FONNER RD XC .05 AC CITY XC .98 AC CITY 23.97 AC | 3,196.57 |
| SANCHEZ/FILEMON | R & R SUB PT LT 2 | 1,398.37 |
| PREFERRED ENTERPRISES LLC | FONNER FOURTH SUB TO CITY ROW PT LT 2 | 1,505.30 |
| | | 49,489.90 |

— — —

Adopted by the City Council of the City of Grand Island, Nebraska, on September 8, 2020.

Mike Paulick, Council President

Attest:

Aaron Schmid, Acting City Clerk



City of Grand Island

Tuesday, September 8, 2020

Council Session

Item D-3

#2020-BE-5 - Consideration of Determining Benefits for South Locust Business Improvement District

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

Staff Contact: Patrick Brown

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: September 8, 2020

Subject: Consideration of Determining Benefits for South Locust Business Improvement District

Presenter(s): Patrick Brown, Finance Director

Background

On February 14, 2017, the City Council adopted Ordinance #9623 creating the South Locust Business Improvement District (BID). The creating ordinance established the purpose of the District, described the boundaries, and established that real property in the area would be subject to a special assessment to support the purposes of the District. The creating Ordinance requires that a proposed budget for the District be approved by the BID Board and forwarded to the City Council for consideration. On July 29, 2020 the South Locust BID Board met and approved the 2020-2021 budget which provides for special assessments in the amount of \$9.50/front foot. On August 11, 2020, City Council approved the BID budget and set the date for Board of Equalization as September 8, 2020.

Discussion

The reformation of the South Locust BID that occurred in 2017 created the South Locust BID as a perpetual entity. In this district, assessments are paid by property owners based on the front footage of the property. Owners are billed for the assessment after approval by City Council sitting as the Board of Equalization on September 8, 2020. The budgeted assessments of \$93,233 will be charged to property owners in the district based on their front footage. Attached is a summary of the notice given to owners within the BID and published in the Grand Island Independent on August 14, 21, and 28, 2020.

Alternatives

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

1. Approve the proposed Special Assessments.
2. Deny the proposed Special Assessments.

3. Send back to the BID Board for adjustment.

Recommendation

City Administration recommends that the Board of Equalization approve the proposed Special Assessments for the South Locust BID totaling \$93,233.

Sample Motion

Move to approve the Special Assessments as proposed.

RESOLUTION 2020-BE-5

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for South Locust Business Improvement District, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$93,233; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within South Locust Park Business Improvement District, such benefits are the sums set opposite the several descriptions as follows:

| OWNER | LEGAL NAME | ASSESSMENT AMOUNT |
|-------------------------------|---|-------------------|
| MMY HOSPITALITY LLC | BURCH SUB W 273' LT 1 XC CITY | 1,310.00 |
| CASEY'S RETAIL COMPANY | BURCH SUB W 125' LT 2-3-4 XC CITY | 1,683.29 |
| FUGATE/J LARRY | BURCH SUB LT 5 XC CITY | 1,119.55 |
| WILLIAMS/MICHAEL S & SANDRA S | BURCH SECOND SUB LT 1 XC CITY | 1,313.50 |
| EATING ESTABLISHMENT/THE | RUNZA SUB LT 1 XC CITY | 1,443.60 |
| WILLIS/RONALD J & LORI D | HOLCOMB'S HIGHWAY HOMES E 100' LT 12 XC CITY & E 100' LT 13 XC CITY | 1,869.92 |
| WILLIS/RONALD J | HOLCOMB'S HIGHWAY HOMES LT 14 XC CITY | 1,024.30 |
| ROYELLE INC | HOLCOMB'S HIGHWAY HOMES LT 15 XC CITY | 1,013.89 |
| ROYELLE INC | BARTZ SUB LT 1 | 1,019.12 |
| MEHRING/DONALD D | SHOVLAIN SECOND SUB LT 3 | 1,452.81 |
| CARPENTER REAL ESTATE INC | HOLCOMB'S HIGHWAY HOMES S 52' LT 19 & N 1' LT 20 | 489.33 |
| CARPENTER REAL ESTATE INC | HOLCOMB'S HIGHWAY HOMES S 108' LT 20 XC CITY | 1,019.36 |
| KERSHNER PROPERTIES, LLC | HOLCOMB'S HIGHWAY HOMES N 60' LT 22 XC CITY | 553.94 |
| HOLIDAY PLAZA LLC | HOLCOMB'S HIGHWAY HOMES LT 21 XC CITY | 1,019.36 |
| DA-LY PROPERTIES LLC | HOLCOMB'S HIGHWAY HOMES N 12' LT 24 XC CITY & S 98' LT 23 XC CITY | 1,028.54 |

Approved as to Form ☐ _____
September 4, 2020 ☐ City Attorney

| | | |
|----------------------------------|---|----------|
| ROEBUCK ENTERPRISES LLC | HOLCOMB'S HIGHWAY HOMES S 49' LT 22 & N 11' LT 23 XC CITY | 560.99 |
| LLAMAS JR/MOISES | HOLCOMB'S HIGHWAY HOMES ADDITION S 97' LT 24 XC CITY & N 38' LT 26~ XC CITY & ALL 25 XC CITY~ | 2,280.88 |
| DEGAN LOCUST LLC | HOLCOMB'S HIGHWAY HOMES N 79' LT 27 XC CITY & S 71' LT 26 XC CITY | 1,403.17 |
| SOUTH POINT DEVELOPMENT, LLC | MATTHEWS SUB PT LT 25 XC CITY | 2,531.63 |
| KAY ENTERPRISES GRAND ISLAND LLC | GARRISON SUB LT 1 XC CITY | 2,124.68 |
| CITY OF GRAND ISLAND | MIL-NIC SECOND SUB TO THE CITY OF GRAND ISLAND LT 1 | 1,113.70 |
| CALM NIGHTS LLC | MIL-NIC SECOND SUB LT 2 | 2,558.06 |
| PAULSEN AND SONS INC | ROUSH'S PLEASANTVILLE TERRACE SUB LTS 1 & 28 XC CITY & ALL LTS 2-3-26-27 | 1,870.53 |
| MEHRING/DONALD D | SHOVLAIN SECOND SUB LT 2 | 1,122.25 |
| CARPENTER/REX E & JONADYNE A | WOODLAND FIRST SUB LT 1 200' X 400' XC CITY | 1,912.54 |
| CARPENTER/REX E & JONADYNE A | WOODLAND FIRST SUB LT 2 200' X 400' XC CITY | 1,870.41 |
| VISIONCOMM VENDING INC | WOODLAND FIRST SUB LT 3 XC CITY | 1,870.62 |
| OBERG/DANNY K | WOODLAND FIRST SUB LT 4 XC CITY | 1,861.06 |
| BOURKE/JEFFREY T & KARI K | WOODLAND FIRST SUB LT 5 XC CITY | 1,870.62 |
| RASMUSSEN JR/RICHARD S | WOODLAND FIRST SUB N 50' OF E 260' LT 6 XC CITY | 466.14 |
| PAM'S RENTALS LLC | WOODLAND FIRST SUB S 126' OF E 260' LT 6 XC CITY | 1,184.02 |
| ALPHA CORP | WOODLAND FIRST SUB E 260' LT 8 XC CITY | 1,962.04 |
| SOUTHEAST CROSSINGS LLC | WOODLAND SECOND SUB LT 11 XC CITY | 5,099.43 |
| BOSSELMAN INC | WOODLAND SECOND SUB LT 8 | 1,399.91 |
| CARPENTER REAL ESTATE INC | WOODLAND SECOND SUB LT 9 | 1,402.52 |
| LAUB-OTTO, LLC | WOODLAND SECOND SUB LT 10 | 1,480.69 |
| RASMUSSEN JR/RICHARD S | WOODLAND THIRD SUB LT 1 XC N 25' OF E 260' XC CITY | 700.55 |
| DJ & DK PROPERTIES LLC | WOODLAND THIRD SUB N 25' OF E 260' LT 1 XC CITY & LT 2 XC CITY | 1,168.08 |
| ALLEN/TAMARA J & JOHN L | WOODRIDGE SOUTH SUB LT 1 XC | 2,359.67 |

| | CITY | |
|-----------------------------------|--|-----------|
| DEGAN LOCUST LLC | WOODRIDGE SOUTH SUB LT 2 XC CITY | 1,013.83 |
| SOUTH POINTE DEVELOPMENT LLC | SOUTH POINTE SUB LT 1 | 2,314.20 |
| SARASWATI LLC | MISCELLANEOUS TRACTS 27-11-9 PT N 1/2 SW 1/4 SW 1/4 3.03 A | 4,695.37 |
| PLATTE VALLEY STATE BANK & | EQUESTRIAN MEADOWS SUB LT 1 | 1,666.58 |
| COMMUNITY REDEVELOPMENT AUTHORITY | DESERT ROSE SUB PT LT 1 XC CITY | 3,945.26 |
| ROBB/THEODORE J | MISCELLANEOUS TRACTS 27-11-9 PT NW 1/4 SW 1/4 XC CITY 5.08 AC | 3,144.68 |
| RIGI HOSPITALITY LLC | MISCELLANEOUS TRACTS 27-11-9 PT NW 1/4 SW 1/4 PT LT 4 ISLAND XC CITY 4.85 AC | 3,008.71 |
| LLAMAS/MOISES & OLIVIA | KNOX SUB LOT 1 XC CITY | 1,310.86 |
| ALL FAITHS FUNERAL HOME LLC | MISCELLANEOUS TRACTS 27-11-9 PT NW 1/4 NW 1/4 SW 1/4 2.34 AC | 2,260.77 |
| PHARMACY PROPERTIES LLC | EQUESTRIAN MEADOWS SUB LT 2 | 1,355.70 |
| WILLIS/RONALD J & LORI D | MISCELLANEOUS TRACTS 28-11-9 PT NE 1/4 NE 1/4 XC CITY .445 AC | 934.96 |
| ROBB/MASON D | KNOX THIRD SUB LT 2 XC CITY | 1,226.21 |
| ROBB/TED | KNOX THIRD SUB LT 3 XC CITY | 719.91 |
| O'REILLY AUTO ENTERPRISES, LLC | RUNZA SUB LT 2 XC CITY | 1,455.18 |
| ROBB/MASON D | KNOX THIRD SUB LT 1 XC CITY | 1,433.37 |
| FAULKNER/MARK A & SUZANNE G | EQUESTRIAN MEADOWS SUB LT 3 | 1,721.90 |
| HERITAGE HOSPITALITY INC | VANOSDALL SUB LT 1 | 827.26 |
| VANOSDALL/DELVIN WAYNE | VANOSDALL SUB LT 2 | 663.43 |
| | | 93,232.82 |

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Adopted by the City Council of the City of Grand Island, Nebraska, on September 8, 2020.

Mike Paulick, Council President

Attest:

Aaron Schmid, Acting City Clerk



City of Grand Island

Tuesday, September 8, 2020

Council Session

Item E-1

Public Hearing on Acquisition of Utility Easement - 2240 & 2244 North Webb Road - Grand Island Joint Venture, LLC

Council action will take place under Consent Agenda item G-3.

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: September 8, 2020

Subject: Acquisition of Utility Easement – 2240 & 2244 N. Webb Road – Grand Island Joint Venture, LLC

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire utility easement relative to the property of Grand Island Joint Venture, LLC, through a part of Lot One (1), Lot Two (2), and Outlot A, Grand Island Mall Eighteenth Subdivision, in the City of Grand Island, Hall County, Nebraska (2240 & 2244 North Webb Road), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

Raymond and Jennifer O'Connor have requested to have the existing electrical service located at 2208 North Webb Road (the Old Shopko Building) upgraded and relocated for the remodeling of the building. The three-phase transformer will be relocated and approximately 1,000 linear feet of 4" PVC conduit and 4/0 copper cable will be installed to accommodate the relocation, supply power to three existing vacant commercial lots, and supply back-up loop feeds. The proposed easement will allow the Utilities Department to install, access, operate, and maintain the electrical infrastructure at this location.

Alternatives

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

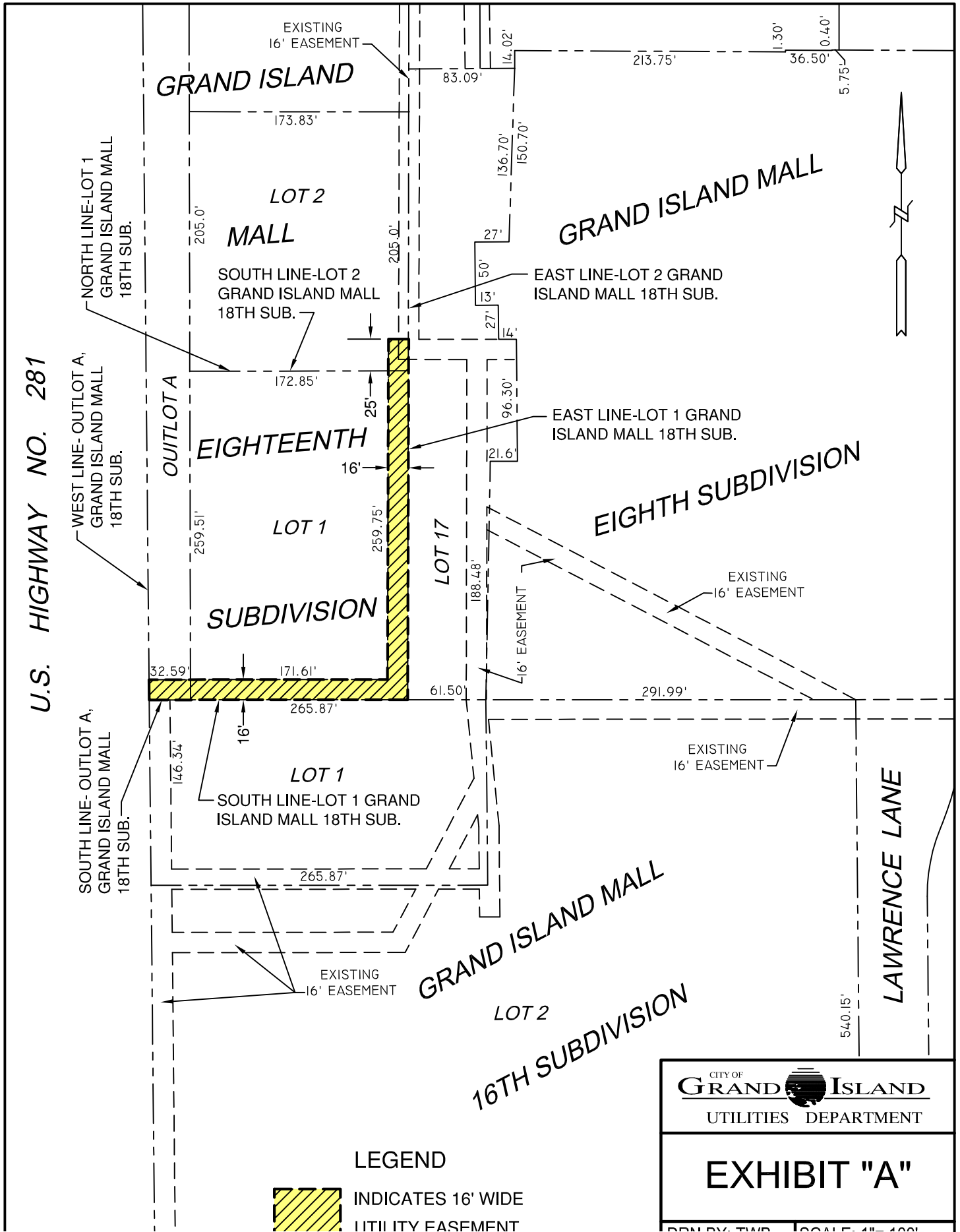
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, September 8, 2020

Council Session

Item E-2

Public Hearing on Setting the Property Tax Request for FY 2020-2021

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

Staff Contact: Patrick Brown

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: September 8, 2020

Subject: General Property Tax Request for City and CRA

Presenter(s): Patrick Brown, Finance Director

Background

Legislative Bill 103 was signed into law in 2019 stating if the annual assessment of property would result in an increase in the total property taxes levied by a county, municipality, school district, learning community, sanitary and improvement district, natural resources district, educational service unit, or community college, as determined using the previous year's rate of levy, such political subdivision's property tax request for the current year shall be no more than its property tax request in the prior year, and the political subdivision's rate of levy for the current year shall be decreased accordingly when such rate is set by the county board of equalization pursuant to section 77-1601 of the Revised Statutes of Nebraska. If the City of Grand Island seeks to set its property tax request an amount that exceeds its property tax request from the prior year, it may do so after holding a public hearing and by passing a resolution or ordinance.

Discussion

2020 Valuations for the City of Grand Island increased over the 2019 valuation by \$175,134,715 or 5.42%. If the City applies the FY2019-2020 mill levy of 0.3848 to the current valuation of \$3,406,720,662, the City's Property Tax revenue would be \$13,108,533, a tax increase of \$673,891 over the prior year. If the City applies the FY2019-2020 Property Tax Request to the current valuation there would be no tax increase and the mill levy would decrease to 0.3675. The following is a breakdown of mill levies for City General and CRA property tax request.

| Entity | 2020 Mill Levy | 2021 Proposed Mill Levy |
|--|-----------------------|--------------------------------|
| City General Property Tax Levy | 0.3631 | 0.3470 |
| City General Property Tax Levy for CRA | 0.0217 | 0.0205 |
| Total General Property Tax Levy | 0.3848 | 0.3675 |

Recommendation

Administration recommends to decrease the mill levy to 0.3675 in order to request the same amount of Property Tax requested for FY2020.

Alternatives

The Council's options are:

1. Approve the property tax request such that the tax request for FY 2020-2021 is no more than the property tax request for the prior year of \$12,434,642 and setting the mill levy at 0.3675 (City 0.3470 and CRA 0.0205); or
2. Reject the General Property Tax request of \$12,434,642 and approve the General Property Tax request of \$13,108,533.00 which includes a property tax increase in the amount of \$673,891.23 (5.42%) for FY2020-2021 setting the mill levy at 0.3848 (City 0.3631 and CRA 0.0217).



City of Grand Island

Tuesday, September 8, 2020

Council Session

Item E-3

Public Hearing on Downtown Improvement Parking District #2 (Ramp) Budget Appropriation for FY 2020-2021

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

Staff Contact: Patrick Brown

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: September 8, 2020

Subject: Downtown Improvement District #2 (Ramp) Property Tax Request

Presenter(s): Patrick Brown, Finance Director

Background

Legislative Bill 103 was signed into law in 2019 stating if the annual assessment of property would result in an increase in the total property taxes levied by a county, municipality, school district, learning community, sanitary and improvement district, natural resources district, educational service unit, or community college, as determined using the previous year's rate of levy, such political subdivision's property tax request for the current year shall be no more than its property tax request in the prior year, and the political subdivision's rate of levy for the current year shall be decreased accordingly when such rate is set by the county board of equalization pursuant to section 77-1601 of the Revised Statutes of Nebraska. If the Downtown Improvement District #2 (Ramp) seeks to set its property tax request an amount that exceeds its property tax request from the prior year, it may do so after holding a public hearing and by passing a resolution or ordinance.

Discussion

2020 Valuations for the Downtown Improvement District #2 (Ramp) increased over the 2019 valuation by \$3,571,822 or 7.56%. The Downtown Improvement District #2 (Ramp) is not requesting an increase in Property Tax thereby reducing the mill levy from 0.0171 to 0.0159. The Downtown Improvement District #2 (Ramp) Property Tax revenue request is \$8,080.

Recommendation

Administration recommends to approve the Downtown Improvement District #2 (Ramp) Property Tax request of \$8,080 and set the mill levy at 0.0159.

Sample Motion

Move to approve.



City of Grand Island

Tuesday, September 8, 2020

Council Session

Item E-4

Public Hearing on FY 2020-2021 Annual Single City Budget and the Annual Appropriations Bill

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

Staff Contact: Patrick Brown

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: September 8, 2020

Subject: Public Hearing on FY 2020-2021 Annual Single City Budget and the Annual Appropriations Bill

Presenter(s): Patrick Brown, Finance Director

Background

State Statute Sections 13-501 to 13-513 require that the governing body meet for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the proposed budget.

Discussion

The City Council must pass an ordinance by majority vote to adopt “The Annual Appropriations Bill.” The “Notice of Budget Hearing and Budget Summary” was published in the Grand Island Independent on September 4, 2020. It is appropriate at this time to solicit public comment. The action for this public hearing is contained under Ordinances.

Alternatives

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

1. Approve the annual appropriations bill.
2. Amend the annual appropriations bill.

Recommendation

City Administration recommends that the Council approve the Annual Appropriations Bill and Annual Single City Budget.

Sample Motion

Move to approve the Fiscal Year 2020-2021 Annual Appropriations Bill Ordinance.



City of Grand Island

Tuesday, September 8, 2020

Council Session

Item F-1

#9783 - Consideration of Approving FY2020-2021 Annual Single City Budget and the Annual Appropriations Bill

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

Staff Contact: Patrick Brown

ORDINANCE NO. 9783

An ordinance known as “The Annual Appropriation Bill” of the City of Grand Island, Nebraska, to adopt the proposed budget statement pursuant to the Nebraska Budget Act, for the fiscal year commencing October 1, 2020 and ending September 30, 2021 to provide for severability; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That after complying will all procedures required by law, the budget presented and set forth in the budget statement is approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2020 through September 30, 2021. All sums of money, total all funds of \$230,053,033.00, contained in the budget statement are appropriated for the necessary expenses and liabilities of the City of Grand Island.

SECTION 2. A copy of the budget statement shall be forwarded as provided by law to the Auditor of Public Accounts, State of Nebraska and to the County Clerk of Hall County, Nebraska, for use by the levying authority.

SECTION 3. If any section, subsection or any other portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct and independent, and such holding shall not affect the validity of the remaining portions thereof.

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

| | |
|---------------------|---------------|
| Approved as to Form | by _____ |
| October 23, 2020 | City Attorney |

ORDINANCE NO. 9783 (Cont.)

Enacted: September 8, 2020

Mike Paulick, Council President

Attest:

Aaron Schmid, Acting City Clerk



City of Grand Island

Tuesday, September 8, 2020

Council Session

Item F-2

#9784 - Consideration of Approving Assessments for Railside Business Improvement District

This item relates to the aforementioned Board of Equalization item D-1.

Staff Contact: Patrick Brown

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9784 (A)

An ordinance to assess and levy a special tax to pay the 2020-2021 revenue cost of Railside Business Improvement District of the City Of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2020-2021 revenue year cost of Railside Business Improvement District of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2020-2021 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| September 3, 2020 | ☐ City Attorney |

ORDINANCE NO. 9784 (A) (cont.)

| PARCEL | OWNER | LEGAL | Assessment Amount |
|-----------|---|---|-------------------|
| 310 | TALLGRASS INTERSTATE GAS TRANSMISSION LLC | CENTRALLY ASSESSED | 16.91 |
| 380 | SOURCEGAS DISTRIBUTION LLC | CENTRALLY ASSESSED | - |
| 450 | NORTHWESTERN CORPORATION | CENTRALLY ASSESSED | 8,813.11 |
| 620 | WINDSTREAM NEBRASKA INC | CENTRALLY ASSESSED | - |
| 640 | QWEST CORPORATION | CENTRALLY ASSESSED | 4,769.63 |
| 705 | AT & T COMMUNICATION | CENTRALLY ASSESSED | 43.97 |
| 840 | AT & T MOBILITY LLC | CENTRALLY ASSESSED | 446.42 |
| 845 | NE COLORADO CELLULAR INC | CENTRALLY ASSESSED | 33.48 |
| 850 | SPRINT WIRELESS | CENTRALLY ASSESSED | 7.79 |
| 890 | USCOC OF NEBRASKA/KANSAS LLC | CENTRALLY ASSESSED | 475.17 |
| 400004097 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL BLKS 52 & 53 & PT VAC KIMBALL AVE | - |
| 400004119 | HERNANDEZ/PEDRO RIVERA | ORIGINAL TOWN N 100.5' E 2/3 LT 1 BLK 54 | 321.13 |
| 400004127 | HERNANDEZ/PEDRO RIVERA | ORIGINAL TOWN S 31.9' E 2/3 OF LT 1 BLK 54 | 63.66 |
| 400004135 | WING PROPERTIES INC | ORIGINAL TOWN W 1/3 LT 1 BLK 54 | 19.15 |
| 400004143 | WING EMPIRE INC | ORIGINAL TOWN LT 2 BLK 54 | 750.22 |
| 400004151 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 3 BLK 54 | - |
| 400004178 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 4 BLK 54 | - |
| 400004186 | WAYNE/JOHN W & TERESA A | ORIGINAL TOWN N 1/2 W 2/3 LT 6 & N 1/2 LT 5 BLK 54 | 484.46 |

ORDINANCE NO. 9784 (A) (cont.)

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| 400004194 | KATROUZOS/GUS G | ORIGINAL TOWN S 60' W 1/3 LT 5 BLK 54 | 133.05 |
| 400004208 | KATROUZOS/GUS G | ORIGINAL TOWN S 60' W 16' E 2/3 LT 5 BLK 54 | 82.89 |
| 400004216 | PINNACLE BANK | ORIGINAL TOWN E 28' S 1/2 LT 5 & N 6' W 38' S 1/2 LT 5 BLK 54 | 196.23 |
| 400004224 | PINNACLE BANK | ORIGINAL TOWN W 22' S 1/2 LT 6 BLK 54 | 157.89 |
| 400004232 | WING PROPERTIES INC | ORIGINAL TOWN E 22' W 44' S 1/2 & E 22' LT 6 BLK 54 | 493.07 |
| 400004240 | WING PROPERTIES INC | ORIGINAL TOWN W 1/3 LT 7 BLK 54 | 236.24 |
| 400004259 | WING PROPERTIES INC | ORIGINAL TOWN C 1/3 LT 7 BLK 54 | 274.32 |
| 400004275 | WING PROPERTIES INC | ORIGINAL TOWN LT 8 & E 1/3 OF LT 7 XC 15' X 15' X 15' SOLD TO CITY BLK 54 | 704.56 |
| 400004305 | URBAN ISLAND LLC | ORIGINAL TOWN N 1/2 LT 1 BLK 55 | 793.27 |
| 400004313 | URBAN ISLAND LLC | ORIGINAL TOWN N 44' OF S 1/2 LT 1 BLK 55 | 285.81 |
| 400004321 | IRVINE/VIRGINIA | ORIGINAL TOWN S 22' LT 1 BLK 55 | 93.97 |
| 400004348 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 1/2 LT 3 & ALL LT 2 BLK 55 | - |
| 400004356 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND N 1/2 W 1/2 LT 3 & N 1/2 LT 4 BLK 55 | - |
| 400004364 | HOETFELKER/RUSSELL L | ORIGINAL TOWN S 1/2 W 1/2 LT 3 & S 1/2 LT 4 BLK 55 | 506.52 |
| 400004372 | DOWNTOWN CENTER LLC | ORIGINAL TOWN N 67.5' LT 5 BLK 55 | 42.59 |
| 400004380 | ARMSTRONG/MATTHEW E & JANELLE A | ORIGINAL TOWN N 20' S 64.5' LT 5 BLK 55 | 117.08 |
| 400004399 | ERIVES ENTERPRISES LLC | ORIGINAL TOWN S 44.5' LT 5 BLK 55 | 400.42 |
| 400004402 | FAMOS CONSTRUCTION INC | ORIGINAL TOWN W 2/3 LT 6 BLK 55 | 482.25 |
| 400004429 | CAMPOS/ARTHUR V & JEANENE | ORIGINAL TOWN E 1/3 LT 6 BLK 55 | 231.52 |

ORDINANCE NO. 9784 (A) (cont.)

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| 400004437 | NEPPL/KAREN | ORIGINAL TOWN W 1/3 LT 7 BLK 55 | 219.63 |
| 400004445 | HEDDE BUILDING LLC | ORIGINAL TOWN E 2/3 LT 7 BLK 55 | 894.82 |
| 400004461 | T W ZILLER PROPERTIES LLC | ORIGINAL TOWN W 1/3 LT 8 BLK 55 | 118.88 |
| 400004488 | T W ZILLER PROPERTIES LLC | ORIGINAL TOWN C 1/3 LT 8 BLK 55 | 120.08 |
| 400004496 | T W ZILLER PROPERTIES LLC | ORIGINAL TOWN E 1/3 LT 8 BLK 55 | 504.92 |
| 400004526 | DOWNTOWN CENTER LLC | ORIGINAL TOWN N 68' LT 1 & ALL LT 2 & E 1/2 LT 3 BLK 56 | 145.98 |
| 400004534 | DOWNTOWN CENTER LLC | ORIGINAL TOWN N 22' S 42' & W 6' S 20' LT 1 BLK 56 | 12.70 |
| 400004542 | DOWNTOWN CENTER LLC | ORIGINAL TOWN N 22' S 64' LT 1 BLK 56 | 11.73 |
| 400004550 | DOWNTOWN CENTER LLC | ORIGINAL TOWN S 20' E 60' LT 1 BLK 56 | 9.69 |
| 400004569 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL LT 4 & W 1/2 LT 3 BLK 56 | - |
| 400004577 | MAYHEW/CARL & SUSAN A | ORIGINAL TOWN W 1/3 LT 5 BLK 56 | 275.80 |
| 400004585 | TRINTOWN LLC | ORIGINAL TOWN E 2/3 LT 5 BLK 56 | 396.84 |
| 400004593 | POHL/HELEN E & JAMES A | ORIGINAL TOWN LT 6 BLK 56 | 353.89 |
| 400004615 | JOHNSON/DUANE A & DEE ANN | ORIGINAL TOWN LT 7 BLK 56 | 593.28 |
| 400004623 | DOWNTOWN CENTER LLC | ORIGINAL TOWN LT 8 BLK 56 | 3,703.85 |
| 400004631 | CITY OF G I PARK LOT | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND N 1/2 LT 1 & ALL LTS 2-3 & 4 BLK 57 | - |
| 400004658 | J & B RENTALS LLC | ZILLER SUB LT 1 | 658.38 |
| 400004666 | THE GRAND FOUNDATION, INC | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 2/3 LT 6 BLK 57 | - |
| 400004674 | T & S LAND DEVELOPMENT, LLC | ORIGINAL TOWN LT 7 BLK 57 | 2,327.13 |
| 400004682 | AMUR REAL ESTATE LLC | ORIGINAL TOWN LT 8 BLK 57 | 1,704.93 |

ORDINANCE NO. 9784 (A) (cont.)

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| 400004690 | FIRSTIER BANK NATIONAL ASSOC | ORIGINAL TOWN LTS 1 & 2 BLK 58 | 273.74 |
| 400004704 | FIRSTIER BANK NATIONAL ASSOC | ORIGINAL TOWN N 1/2 LT 4 & N 1/2 LT 3 BLK 58 | 96.61 |
| 400004712 | FIRSTIER BANK NATIONAL ASSOC | ORIGINAL TOWN LT 5 & W 22' LT 6 BLK 58 | 1,381.83 |
| 400004720 | FIRSTIER BANK NATIONAL ASSOC | ORIGINAL TOWN S 1/2 LT 3 & S 1/2 LT 4 BLK 58 | 102.77 |
| 400004739 | STELK/MARK D | JENSEN SUB LT 1 | 143.04 |
| 400004747 | CALDERON/ELISEO | ORIGINAL TOWN W 1/3 LT 7 BLK 58 | 223.37 |
| 400004755 | LINDNER-BOMBECK TRUSTEE/MARILYN A | ORIGINAL TOWN C 1/3 LT 7 BLK 58 | 278.60 |
| 400004763 | GALVAN/VICTORIA | PRENSA LATINA SUB LT 1 | 88.92 |
| 400004771 | CALDERON/ELISEO | PRENSA LATINA SUB LT 2 | 112.65 |
| 400004798 | STELK/MARK D | PRENSA LATINA SUB LT 4 | 321.42 |
| 400004801 | STELK/MARK D & WANDA L | PRENSA LATINA SUB LT 3 | 404.93 |
| 400004828 | MEAD BUILDING CENTERS | ORIGINAL TOWN N 102.5' LT 1 & ALL LT 2 BLK 59 | 244.10 |
| 400004844 | T SQUARED PROPERTIES LLC | ORIGINAL TOWN S 29.5' LT 1 BLK 59 | 15.73 |
| 400004852 | THIRD CITY ARCHERS INC | ORIGINAL TOWN S 99' LT 4 & ALL LT 3 BLK 59 | - |
| 400004860 | MEAD BUILDING CENTERS | ORIGINAL TOWN N 33' LT 4 BLK 59 | 150.56 |
| 400004879 | SPIRIT IN THE SKY LLC | ORIGINAL TOWN LT 5 BLK 59 | 1,055.77 |
| 400004887 | LUCERO/JOSE LUIS & AURA | ORIGINAL TOWN E 23' W 46' LT 6 BLK 59 | 158.50 |
| 400004895 | GERDES/LARRY C & MARY ANN | ORIGINAL TOWN W 23' LT 6 BLK 59 | 171.62 |
| 400004909 | BERTA/GARY J & BILLIE J | ORIGINAL TOWN E 20' LT 6 & W 1/2 LT 7 BLK 59 | 97.10 |
| 400004917 | T SQUARED PROPERTIES LLC | ORIGINAL TOWN W 22' E 1/2 LT 7 BLK 59 | 182.13 |
| 400004925 | T SQUARED PROPERTIES LLC | ORIGINAL TOWN E 11' LT 7 & ALL LT 8 BLK 59 | 552.15 |

ORDINANCE NO. 9784 (A) (cont.)

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| 400004933 | CKP LLC | ORIGINAL TOWN LTS 1 & 2 BLK 60 | 544.49 |
| 400004941 | CKP LLC | ORIGINAL TOWN LT 3 BLK 60 | 129.54 |
| 400004968 | BUSINESS PROPERTIES | ORIGINAL TOWN LT 4 BLK 60 | 347.32 |
| 400004984 | LB AUDIO LLC | ORIGINAL TOWN LTS 5 & 6 BLK 60 | 798.47 |
| 400004992 | GRAND DENTAL HOLDINGS LLC | ORIGINAL TOWN LTS 7 & 8 BLK 60 | 1,380.00 |
| 400005018 | ABJAL LLC | ORIGINAL TOWN LTS 1 & 2 BLK 61 | 955.91 |
| 400005026 | ABJAL LLC | ORIGINAL TOWN LTS 3 & 4 BLK 61 | 832.36 |
| 400005034 | JIA PROPERTIES, LLC | ORIGINAL TOWN LT 5 BLK 61 | 722.33 |
| 400005042 | HANSEN PROPERTIES LLC | ORIGINAL TOWN LTS 6-7 & 8 BLK 61 | 779.99 |
| 400005050 | D & A INVESTMENTS LLC | ORIGINAL TOWN S 44' LT 1 BLK 62 | 179.67 |
| 400005069 | D & A INVESTMENTS LLC | ORIGINAL TOWN N 88' LT 1 BLK 62 | 677.72 |
| 400005077 | D & A INVESTMENTS LLC | ORIGINAL TOWN LT 2 BLK 62 | 374.62 |
| 400005085 | D & A INVESTMENTS, INC | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND S 66' LT 4 & N 66' E 57' LT 3 & S 66' LT 3 BLK 62 | 566.12 |
| 400005093 | D & A INVESTMENTS LLC | ORIGINAL TOWN N 66' W 9' LT 3 & N 66' LT 4 BLK 62 | 185.05 |
| 400005107 | MIDWEST PREMIER INVESTMENTS, LLC | ORIGINAL TOWN S 1/2 W 50' LT 5 BLK 62 | 89.47 |
| 400005115 | MIDWEST PREMIER INVESTMENTS LLC | ORIGINAL TOWN N 1/2 W 50' LT 5 BLK 62 | 246.86 |
| 400005123 | VOGEL ENTERPRISES LTD AN IA CORP | ORIGINAL TOWN E 16' LT 5 & W 1/2 LT 6 BLK 62 | 52.10 |
| 400005131 | VOGEL ENTERPRISES LTD AN IA CORP | ORIGINAL TOWN E 1/2 LT 6 & W 1/2 LT 7 BLK 62 | 348.52 |
| 400005158 | GRAND ISLAND AREA HABITAT FOR HUMANITY INC | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 1/2 LT 7 & ALL LT 8 BLK 62 | - |
| 400005166 | HUENEFELD/DANIEL C & LINDA K | ORIGINAL TOWN LTS 1 & 2 BLK 63 | 539.15 |

ORDINANCE NO. 9784 (A) (cont.)

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| 400005168 | GRAND ISLAND ENTREPRENEURIAL VENTURE LLC | CITY CENTRE CONDOMINIUMS UNIT 2 (FORMERLY PT ORIGINAL TOWN LTS 1 & 2 BLK 63) | 110.49 |
| 400005170 | PARAMOUNT DEVELOPMENT, LLC | CITY CENTRE CONDOMINIUMS UNIT 3 (FORMERLY PT ORIGINAL TOWN LTS 1 & 2 BLK 63) | 321.51 |
| 400005174 | LL FORGY PROPERTIES, LLC | ORIGINAL TOWN E 2/3 LT 3 BLK 63 | 224.58 |
| 400005182 | MASONIC TEMPLECRAFT ASSO OF GI | ORIGINAL TOWN W 1/3 LT 3 & E 1/3 LT 4 BLK 63 | - |
| 400005190 | GUERRERO/ROCIO A ESPARZA | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND W 2/3 LT 4 BLK 63 | 227.75 |
| 400005204 | WARDENS & VESTRYMEN OF ST | ST. STEPHENS SUB TO THE CITY OF GRAND ISLAND LT 1 | - |
| 400005212 | WARDENS & VESTRY ST STEPHENS | ST. STEPHENS SUB TO THE CITY OF GRAND ISLAND LT 2 | - |
| 400005220 | HACK/MONTE C & SHERI S | ORIGINAL TOWN S 88' LT 8 BLK 63 | 399.87 |
| 400005239 | T W ZILLER PROPERTIES LLC | ORIGINAL TOWN N 44' LT 8 BLK 63 | 982.51 |
| 400005247 | NIELSEN/THOMAS L & LOIS E | ORIGINAL TOWN E 1/3 LT 1 BLK 64 | 450.97 |
| 400005255 | HAND/CRAIG C | ORIGINAL TOWN C 1/3 LT 1 BLK 64 | 208.78 |
| 400005263 | BOWEN/STEPHEN T & JACQUELINE E | ORIGINAL TOWN W 1/3 LT 1 BLK 64 | 272.73 |
| 400005271 | AVILA/LOURDES | ORIGINAL TOWN E 44' LT 2 BLK 64 | 257.49 |
| 400005298 | VANWINKLE LIMITED LLC | ORIGINAL TOWN W 1/3 LT 2 BLK 64 | 183.36 |
| 400005301 | DOUBLE S PROPERTIES LLC | ORIGINAL TOWN E 1/3 LT 3 BLK 64 | 232.24 |
| 400005328 | ALVAREZ/ABRAHAM HERMOSILLO | ORIGINAL TOWN W 2/3 LT 3 BLK 64 | 245.52 |
| 400005336 | GERDES/GALEN E & TAMERA M | ORIGINAL TOWN LT 4 BLK 64 | 1,214.08 |
| 400005344 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 5 BLK 64 | - |
| 400005352 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 6 & 7 BLK 64 | - |
| 400005360 | WAGONER/MICHAEL | ORIGINAL TOWN N 22' LT 8 BLK 64 | 151.37 |

ORDINANCE NO. 9784 (A) (cont.)

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| 400005379 | TAYLOR/TERRY N & SUSAN M | ORIGINAL TOWN S 1/2 N 1/3 LT 8 BLK 64 | 148.85 |
| 400005387 | PERFORMANCE PLUS LIQUIDS, INC | ORIGINAL TOWN N 44' S 88' LT 8 BLK 64 | 1,261.39 |
| 400005395 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND S 44' LT 8 BLK 64 | - |
| 400005409 | HEDDE BUILDING LLC | ORIGINAL TOWN LT 1 BLK 65 | 249.14 |
| 400005417 | NIELSEN/THOMAS L & LOIS E | ORIGINAL TOWN E 1/3 LT 2 BLK 65 | 220.43 |
| 400005425 | TAKE FLIGHT INVESTMENTS LLC | ORIGINAL TOWN C 1/3 LT 2 BLK 65 | 937.04 |
| 400005433 | ARCHWAY PARTNERSHIP | ORIGINAL TOWN W 1/3 LT 2 BLK 65 | 236.23 |
| 400005441 | TAKE FLIGHT INVESTMENTS, LLC | ORIGINAL TOWN E 1/3 LT 3 BLK 65 | 183.26 |
| 400005468 | IGLESIA EVANGELICA PENTECOSTES | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND C 1/3 LT 3 BLK 65 | - |
| 400005476 | SPOTANSKI/MARK & TERESA | ORIGINAL TOWN W 1/3 LT 3 BLK 65 | 264.10 |
| 400005484 | HOFFER/ALLEN & LINDA | ORIGINAL TOWN E 1/3 LT 4 BLK 65 | 329.88 |
| 400005492 | WALD 12 PROPERTIES LLC | ORIGINAL TOWN W 2/3 LT 4 BLK 65 | 248.46 |
| 400005506 | J & B RENTALS LLC | ORIGINAL TOWN S 44' N 1/2 LT 5 BLK 65 | 244.84 |
| 400005514 | TAYLOR/TERRY N & SUSAN M | ORIGINAL TOWN N 22' LT 5 BLK 65 | 146.95 |
| 400005522 | J O ENTERPRISES INC | ORIGINAL TOWN S 1/2 LT 5 BLK 65 | 295.85 |
| 400005530 | J & B RENTALS LLC | ORIGINAL TOWN W 1/3 LT 6 BLK 65 | 190.32 |
| 400005549 | T W ZILLER PROPERTIES LLC | ORIGINAL TOWN E 2/3 LT 6 BLK 65 | 260.51 |
| 400005557 | T W ZILLER PROPERTIES LLC | ORIGINAL TOWN W 1/2 LT 7 BLK 65 | 198.16 |
| 400005565 | C & S GROUP LLC | ORIGINAL TOWN N 55' E 1/2 LT 7 & N 55' LT 8 BLK 65 | 42.49 |
| 400005573 | C & S GROUP LLC | ORIGINAL TOWN PT W 18.9' E 1/2 LT 7 & N 29.9' E 14.1' LT 7 & W 29' OF C 22' OF E 1/2 LT 7 & N 29.9' OF S 55' LT 8 XC N 6' S 31.1' E 40' LT 8 BLK 65 | 195.81 |

ORDINANCE NO. 9784 (A) (cont.)

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| 400005581 | PARMLEY/DAVID J | ORIGINAL TOWN C 22' E 4' LT 7 & C 22' LT 8 BLK 65 | 265.48 |
| 400005603 | C & S GROUP LLC | ORIGINAL TOWN S 25.1' E 14.1' LT 7 & S 25.1' LT 8 & N 6' S 31.1' E 40' LT 8 BLK 65 | 225.25 |
| 400005611 | AZTECA MARKET LLC | ORIGINAL TOWN LTS 1 & 2 BLK 66 | 1,008.18 |
| 400005638 | FRANCO ENTERTAINMENT, LLC | ORIGINAL TOWN W 2/3 LT 3 XC W 17.5' OF S 44' BLK 66 | 407.92 |
| 400005646 | VIPPERMAN/JOHN FREDRICK | ORIGINAL TOWN E 1/3 LT 3 BLK 66 | 320.46 |
| 400005654 | DUDA/JAMES G | ORIGINAL TOWN N 88' E 1/3 LT 4 BLK 66 | 232.85 |
| 400005662 | AREND/SIERRA | ORIGINAL TOWN N 88' C 1/3 LT 4 BLK 66 | 201.17 |
| 400005670 | WING EMPIRE INC | ORIGINAL TOWN N 80' W 1/3 LT 4 BLK 66 | 441.59 |
| 400005689 | TOWER 217, LLC | ORIGINAL TOWN W 17 1/2' S 44' LT 3 & N 8' S 52' W 22' & S 44' LT 4 BLK 66 | 3,261.17 |
| 400005697 | PEACEFUL ROOT LLC | ORIGINAL TOWN W 1/3 LT 6 & ALL LT 5 BLK 66 | 835.08 |
| 400005700 | PEACEFUL ROOT LLC | ORIGINAL TOWN E 2/3 LT 6 & W 1/3 LT 7 BLK 66 | 930.60 |
| 400005719 | RAWR HOLDINGS LLC | ORIGINAL TOWN E 2/3 LT 7 BLK 66 | 223.25 |
| 400005721 | PROCON MANAGEMENT INC | OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 100 (1ST FLOOR)~ | 387.30 |
| 400005722 | PROCON MANAGEMENT INC | OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 101 (FIRST FLOOR)~ | 403.14 |
| 400005723 | PROCON MANAGEMENT INC | OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 201 (2ND FLOOR) | 866.91 |
| 400005725 | GRAND ISLAND REAL ESTATE | OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 301 (3RD FLOOR) | 1,225.01 |
| 400005727 | PROCON MANAGEMENT INC | OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 001 (BASEMENT) | 141.28 |

ORDINANCE NO. 9784 (A) (cont.)

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| 400005729 | OLD CITY HALL COND ASSO INC | OLD CITY HALL CONDOMINIUM PROPERTY REGIME(COMMON AREA) | 589.70 |
| 400005735 | CITY OF GI | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND N 1/2 BLK 67 | - |
| 400005743 | COUNTY OF HALL NEBRASKA | ORIGINAL TOWN S 1/2 BLK 67 | - |
| 400005751 | S&V INVESTMENTS, LLC | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 1/3 LT 2 & ALL LT 1 BLK 68 | - |
| 400005786 | S & V INVESTMENTS LLC | SV SUB LT 1 | 2,466.41 |
| 400005794 | PLAZA SQUARE DEVELOPMENT LLC | ORIGINAL TOWN W 22' LT 6 & ALL LT 5 BLK 68 | 144.35 |
| 400005808 | SMITH/JONATHAN M | ORIGINAL TOWN W 6' LT 7 & E 2/3 LT 6 BLK 68 | 260.56 |
| 400005816 | SMITH/JONATHAN M | ORIGINAL TOWN E 60' LT 7 BLK 68 | 243.06 |
| 400005824 | TPCR RENTALS LLC | ORIGINAL TOWN LT 8 BLK 68 | 337.90 |
| 400006588 | WESTERBY/DOUGLAS M | ORIGINAL TOWN LT 1 BLK 77 | 197.81 |
| 400006596 | 201 E 2ND LLC | ORIGINAL TOWN LT 2 BLK 77 | 155.94 |
| 400006618 | 201 E 2ND LLC | ORIGINAL TOWN LTS 3 & 4 BLK 77 | 2,154.13 |
| 400006626 | CITY OF GRAND ISLAND NE | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 5-6-7-8 BLK 77 | - |
| 400006685 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL BLK 78 & VACATED ALLEY | - |
| 400006707 | EQUITABLE BLDG & LOAN ASSN/THE | ORIGINAL TOWN LT 1 BLK 79 | 315.05 |
| 400006715 | EQUITABLE BLDG & LOAN ASSN OF GI | ORIGINAL TOWN LT 2 BLK 79 | 89.53 |
| 400006723 | EQUITABLE BLDG & LOAN ASSN/THE | ORIGINAL TOWN S 44' LT 3 & S 44' LT 4 BLK 79 | 1,284.81 |
| 400006766 | EQUITABLE BLDG & LOAN ASSN OF GI | ORIGINAL TOWN N 26' 10.5 LT 8 BLK 79 | 22.95 |
| 400006774 | EQUITABLE BLDG & LOAN ASSN OF G I | ORIGINAL TOWN S 17' 1.5 N 44' LT 8 BLK 79 | 13.13 |

ORDINANCE NO. 9784 (A) (cont.)

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| 400006782 | EQUITABLE BLDG & LOAN ASSN OF G I | ORIGINAL TOWN S 88' LT 8 BLK 79 | 97.20 |
| 400006790 | CALDERON/ELISEO | ORIGINAL TOWN E 22' LT 4 & W 22' LT 3 BLK 80 | 82.59 |
| 400006809 | CALDERON/ELISEO | ORIGINAL TOWN W 44' LT 4 BLK 80 | 92.24 |
| 400006820 | NORTHWESTERN BELL TELE CO | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND N 44' LT 8 BLK 80 | 19.15 |
| 400006839 | MCDERMOTT/NIELS C & VIRGINIA A | ORIGINAL TOWN C 1/3 LT 8 BLK 80 | 368.14 |
| 400006847 | HALL CO | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 1-2 & E 44' LT 3 BLK 80 | - |
| 400006863 | MITCHELL/DEREK L & RUTH E | ORIGINAL TOWN S 44' LT 8 BLK 80 | 283.06 |
| 400006871 | VICTORY BIBLE FELLOWSHIP OF THE | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 1 BLK 81 | - |
| 400006898 | GRAND ISLAND AREA CHAMBER OF COMMERCE | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 2/3 LT 2 BLK 81 | - |
| 400006901 | TRAMPE/RONALD EUGENE | ORIGINAL TOWN W 1/3 LT 2 BLK 81 | 160.37 |
| 400006928 | TINAJERO/FRANCISCO | ORIGINAL TOWN E 1/3 LT 3 BLK 81 | 159.48 |
| 400006936 | ENCINGER ENTERPRISES LLC | ORIGINAL TOWN C 1/3 LT 3 BLK 81 | 262.59 |
| 400006944 | KRAUSS ENTERPRISES LLC | ORIGINAL TOWN W 1/3 LT 3 & ALL 4 BLK 81 | 533.33 |
| 400006952 | MEHRING & SHADA PROPERTIES LLC | ORIGINAL TOWN LT 5 BLK 81 | 427.73 |
| 400006960 | MEHRING & SHADA PROPERTIES LLC | ORIGINAL TOWN LT 6 BLK 81 | 177.11 |
| 400006979 | WHEELER STREET PARTNERSHIP | ORIGINAL TOWN LT 7 & S 2/3 LT 8 BLK 81 | 1,017.21 |
| 400006987 | WHEELER ST PARTNERSHIP | ORIGINAL TOWN N 1/3 LT 8 BLK 81 | 138.05 |
| 400006995 | GRAND ISLAND INDEPENDENT | ORIGINAL TOWN LT 1 & PT VAC ALLEY BLK 82 | 71.90 |
| 400007002 | GRAND ISLAND INDEPENDENT | ORIGINAL TOWN LT 2 & PT VAC ALLEY BLK 82 | 310.16 |
| 400007010 | GRAND ISLAND INDEPENDENT | ORIGINAL TOWN LT 3 & PT VAC ALLEY BLK 82 | 76.44 |

ORDINANCE NO. 9784 (A) (cont.)

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| 400007029 | GRAND ISLAND INDEPENDENT | ORIGINAL TOWN LT 4 & PT VAC ALLEY BLK 82 | 153.94 |
| 400007037 | GRAND ISLAND INDEPENDENT | ORIGINAL TOWN LTS 5-6-7-8 & PT VAC ALLEY BLK 82 | 3,057.71 |
| 400007061 | GRAND ISLAND HOSPITALITY LLC | ORIGINAL TOWN LTS 1 & 2 BLK 83 | 498.24 |
| 400007088 | DIAZ/JESUS SALAS | ORIGINAL TOWN LTS 3 & 4 BLK 83 | 784.90 |
| 400007096 | GRAND ISLAND APARTMENTS, LLC | ORIGINAL TOWN N 60.35' LT 5 BLK 83 | 188.54 |
| 400007118 | J & B RENTALS LLC | ORIGINAL TOWN S 71.65' LT 5 BLK 83 | 214.14 |
| 400007126 | MATEO P/TOMAS | ORIGINAL TOWN W 2/3 LT 6 BLK 83 | 301.23 |
| 400007134 | PEREZ/SYLVA | ORIGINAL TOWN E 1/3 LT 6 & ALL LT 7 BLK 83 | 306.61 |
| 400007142 | WOODEN/MICHAEL OWEN & SONYA KAY | ORIGINAL TOWN E 41' N 28' LT 8 BLK 83 | 139.60 |
| 400007150 | WOODEN/MICHAEL OWEN & SONYA KAY | ORIGINAL TOWN PT N 1/3 & S 2/3 LT 8 BLK 83~ | 246.35 |
| 400007169 | PARK | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL BLK 84 | - |
| 400007177 | LANE HOME IMPROVEMENTS | ORIGINAL TOWN LT 1 BLK 85 (SEE COMMENTS) | 261.04 |
| 400007185 | LANE HOME IMPROVEMENTS | ORIGINAL TOWN LT 2 BLK 85 | 185.66 |
| 400007193 | HOPE HARBOR INC | ORIGINAL TOWN LTS 3 & 4 BLK 85 | - |
| 400007223 | GRAND ISLAND LIEDERKRANZ | ORIGINAL TOWN PT LTS 1-2-3 & 4 BLK 87 | 425.42 |
| 400007304 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL BLK 88 | - |
| 400007312 | DODGE & ELK PARK LOTS | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND PT BLK 89 | - |
| 400007320 | OLD ELKS BUILDING DEVEL LLC | ORIGINAL TOWN N 60' FR LTS 1 & 2 & N 60' OF E 24' OF LT 3 BLK 89 | 269.86 |
| 400007339 | HALL CO | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL LTS 1-2 & 3 & FR LT 7 BLK 91 | - |
| 400007347 | HALL CO | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 4 & PT VAC ST BLK | - |

ORDINANCE NO. 9784 (A) (cont.)

| | | | |
|-----------|-------------------------------|---|--------|
| | | 91 | |
| 400007355 | HALL CO | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND PT LT 6 & PT LT 8 BLK 91 | - |
| 400007363 | HALL CO | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND STRIP 8' X 66' & PT LT 8 BLK 91 | - |
| 400007371 | DOMINICK/EUGENE | ORIGINAL TOWN E 6' N 103' & E 37' S 29' LT 2 & ALL LT 1 BLK 92~ | 283.99 |
| 400007398 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 2 XC E 6' N 103' & E 37' S 29' LT 2 BLK 92 | - |
| 400007401 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 50' LT 3 BLK 92 | - |
| 400007428 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND W 16' LT 3 & ALL LT 4 BLK 92 | - |
| 400029022 | EMERY/GREGORY D & CHARLENE A | CAMPBELL'S SUB E 51' 8 LTS 1-2-3 | 81.91 |
| 400029030 | MENDOZA/WILMER | CAMPBELL'S SUB W 75'4 LTS 1-2-3 | 344.55 |
| 400029049 | HASTINGS GRAIN INSPECTION INC | CAMPBELL'S SUB LTS 4-5-6 & N 10' LT 7 | 180.25 |
| 400029057 | HASTINGS GRAIN INSPECTION INC | CAMPBELL'S SUB S 12' LT 7 & ALL LT 8 | 276.03 |
| 400029065 | TWO BROTHERS INC | CAMPBELL'S SUB 32' X 127' LT 9 | 216.00 |
| 400029073 | HILL/DAVID C | CAMPBELL'S SUB LTS 10-13 | 386.55 |
| 400039605 | HALL CO | COURT HOUSE ADD TO THE CITY OF GRAND ISLAND LT 1 | - |
| 400039613 | HALL CO | COURT HOUSE ADD TO THE CITY OF GRAND ISLAND LT 2 | - |
| 400039621 | HALL CO | COURT HOUSE ADD TO THE CITY OF GRAND ISLAND LT 3 | - |
| 400039648 | HALL CO | COURT HOUSE ADD TO THE CITY OF GRAND ISLAND LT 4 | - |
| 400042169 | COUNTY OF HALL NEBRASKA | HANN'S ADD TO THE CITY OF GRAND ISLAND N 31' LT 2 & S 13.75' LT 1 BLK 1~ | - |

ORDINANCE NO. 9784 (A) (cont.)

| | | | |
|-----------|----------------------------------|--|--------|
| 400042177 | COUNTY OF HALL | HANN'S FOURTH ADD TO THE CITY OF GRAND ISLAND LT 2 | - |
| 400042185 | REYES/DAILYS | HANN'S ADD N 14' LT 3 & S 26' LT 2 BLK 1~ | 161.81 |
| 400042193 | CAMPBELL/HUNTER A H & KATHLEEN A | HANN'S ADD N 7' PT LT 4 & S 43' LT 3 BLK 1~ | 243.38 |
| 400042207 | MITCHELL/DEREK L & RUTH E | HANN'S ADD E 60' OF S 50' OF LT 4 BLK 1~~ | 210.62 |
| 400042215 | CAMPBELL/KATHLEEN A | HANN'S ADD W 67' OF S 50' OF LT 4 BLK 1~ | 147.93 |
| 400042525 | COUNTY OF HALL | HANN'S FOURTH ADD TO THE CITY OF GRAND ISLAND LT 1 | - |
| 400042533 | MARSH PROPERTIES LLC | HANN'S SECOND ADD S 5' OF LT 2 & ALL LT 3 BLK 4 | 680.95 |
| 400042541 | WILLIAMS/CASEY J & MISTI A | HANN'S FIFTH SUB LT 2 | 172.63 |
| 400042568 | MUELLER/LLOYD & MARILYN | HANN'S FIFTH SUB LT 1 | 112.61 |
| 400042576 | TWO BROTHERS INC | HANN'S 3RD ADD W 111' X 118' BLK 5 | 506.95 |
| 400042584 | ROSALES-MONZON/CARLOS A | HANN'S 3RD ADD N 52.5' OF E 91.9' OF BLK 5 | 224.35 |
| 400042592 | ROYLE/CECILIA B | HANN'S 3RD ADD E 56' OF W 174' OF BLK 5 | 149.13 |
| 400042606 | VALENZUELA/LINDA L | HANN'S 3RD ADD S 58.5' OF E 91.9' OF BLK 5 | 263.69 |
| 400080532 | HOOS INSURANCE AGENCY INC | RAILROAD ADD LT 4 & PT VAC ST BLK 97 | 309.42 |
| 400080540 | SANCHEZ/FILEMON | RAILROAD ADD N 1/2 LT 1 BLK 98 | 63.66 |
| 400080559 | SANCHEZ/FILEMON | RAILROAD ADD S 1/2 LT 1 BLK 98 | 369.08 |
| 400080567 | CHAIRMAN INVESTMENTS LLC | RAILROAD ADD LT 2 BLK 98 | 124.99 |
| 400080575 | PHAM/TAMMY | RAILROAD ADD W 1/2 LT 3 BLK 98 | 145.87 |
| 400080583 | SCHAFER/LEE ANN G & MICHAEL W | RAILROAD ADD E 1/2 LT 3 BLK 98 | 158.33 |
| 400080591 | TPCR RENTALS LLC | RAILROAD ADD N 86' LT 4 BLK 98 | 80.39 |
| 400080605 | TPCR RENTALS LLC | RAILROAD ADD S 46' LT 4 BLK 98 | 167.89 |

ORDINANCE NO. 9784 (A) (cont.)

| | | | |
|-----------|--|---|----------|
| 400080613 | TPCR RENTALS LLC | RAILROAD ADD LT 5 BLK 98 | 1,710.67 |
| 400080621 | TPCR RENTALS LLC | RAILROAD ADD LT 6 BLK 98 | 405.20 |
| 400080648 | BENITEZ/FLORIBERTO SANCHEZ | RAILROAD ADD W 52' LT 7 BLK 98 | 210.22 |
| 400080656 | SANCHEZ/FILEMON | RAILROAD ADD E 14' LT 7 & ALL LT 8 BLK 98 | 449.42 |
| 400080990 | HUNT/AMY S | RAILROAD ADD FR LT 1 & FR LT 2 BLK 105 | 112.69 |
| 400081008 | BLACKSTONE RESIDENCE, LLC | RAILROAD ADD LT 3 BLK 105 | 195.74 |
| 400081016 | LAZENDORF HOLDINGS LIMITED PARTNERSHIP | RAILROAD ADD LT 4 BLK 105 | 338.14 |
| 400081040 | BLACKSTONE RESIDENCE, LLC | RAILROAD ADD LT 5 & FR LTS 6 & 7 XC CITY BLK 105 | 1,453.16 |
| 400081059 | FRIENDSHIP HOUSE INC | RAILROAD ADD LTS 1 & 2 BLK 106 | - |
| 400081067 | C & S GROUP LLC | RAILROAD ADD LT 3 BLK 106 | 303.28 |
| 400081075 | FERNANDEZ/PEDRO | RAILROAD ADD LT 4 BLK 106 | 300.71 |
| 400081105 | MUFFLER SHOP INC/THE | RAILROAD ADD LTS 1 & 2 BLK 107 | 389.84 |
| 400081113 | MUFFLER SHOP INC/THE | RAILROAD ADD LTS 3 & 4 BLK 107 | 156.03 |
| 400081121 | MIDWEST PREMIER INVESTMENTS LLC | RAILROAD ADD S 2/3 LT 5 BLK 107 | 98.47 |
| 400081148 | MIDWEST PREMIER INVESTMENTS LLC | RAILROAD ADD N 1/3 LT 5 BLK 107 | 68.09 |
| 400081156 | MIDWEST PREMIER INVESTMENTS LLC | RAILROAD ADD LT 6 BLK 107 | 293.35 |
| 400081164 | MIDWEST PREMIER INVESTMENTS LLC | RAILROAD ADD LT 7 XC N 60' OF E 22' & XC E 29.54' OF S 71.50' BLK 107 | 477.60 |
| 400081172 | MIDWEST PREMIER INVESTMENTS LLC | RAILROAD ADD S 72' LT 8 & E 29.54' OF S 71.50' LT 7 BLK 107 | 240.63 |
| 400081180 | MIDWEST PREMIER INVESTMENTS LLC | RAILROAD ADD N 60' OF E 22' LT 7 & N 60' LT 8 BLK 107 | 270.24 |
| 400081199 | FOX/RICHARD & MARILYN | RAILROAD ADD LTS 1 & 2 BLK 108 | 487.70 |
| 400081202 | WESTGATE PROPERTIES LLC | RAILROAD ADD E 37' LT 3 BLK 108 | |

ORDINANCE NO. 9784 (A) (cont.)

| | | | |
|-----------|---------------------------------|---|--------|
| | | | 180.05 |
| 400081210 | DOUGLAS BOOKKEEPING SERVICE INC | RAILROAD ADD W 29' LT 3 & ALL LT 4 BLK 108 | 588.81 |
| 400081229 | PLACKE/DONALD J & JANET L | RAILROAD ADD S 88' LT 5 BLK 108 | 131.69 |
| 400081237 | PLACKE/DONALD J & JANET L | RAILROAD ADD N 44' LT 5 BLK 108 | 7.15 |
| 400081245 | BREWER PROPERTIES LLC | RAILROAD ADD LT 6 BLK 108 | 298.31 |
| 400081253 | BOSSELMAN INC | RAILROAD ADD LTS 7 & 8 BLK 108 | 526.63 |
| 400081261 | GILROY/DAVID A & CAROLYN J | RAILROAD ADD S 61' LT 1 & S 61' LT 2 BLK 109 | 192.45 |
| 400081288 | HANEY/THOMAS W & DIANE K | RAILROAD ADD N 71' LT 1 & N 71' LT 2 BLK 109~ | 177.15 |
| 400081296 | ROEBUCK ENTERPRISES, LLC | RAILROAD ADD E 59.5' LT 3 BLK 109 | 135.03 |
| 400081318 | ROEBUCK ENTERPRISES, LLC | RAILROAD ADD E 52' 11 LT 4 & W 6.5' LT 3 BLK 109~ | 81.39 |
| 400081326 | LINDELL/TIMOTHY C | RAILROAD ADD E 52' 11 OF LT 5 & ALL LT 6 BLK 109 | 239.49 |
| 400081334 | LPB, LLC | RAILROAD ADD LTS 7 & 8 BLK 109 | 705.87 |
| 400113651 | HALL CO | WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND LT 2 | - |
| 400113678 | HALL CO | WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND LT 3 | - |
| 400113686 | HALL CO | WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND N 52 1/3' OF W 150' LT 4 | - |
| 400113694 | HALL CO | WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND LT 5 | - |
| 400113708 | COUNTY OF HALL | WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND W 86' OF E 165' OF 4 & W 86' OF E 165' OF N 48.5' LT 5 | - |
| 400113716 | COUNTY OF HALL | WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND W PT OF N 48.5' X 150' LT 5 & 26.17' X 150' OF W PT LT 4 | - |
| 400135868 | L.P.B. LLC | GILBERT'S SUB NORTH, PART OF BLK 79, ORIGINAL TOWN 22' X 99' LT A | 159.48 |

ORDINANCE NO. 9784 (A) (cont.)

| | | | |
|-----------|------------------------------------|---|--------|
| 400135876 | EQUITABLE BUILDING & LOAN ASSOC | GILBERT'S SUB NORTH, PART OF BLK 79, ORIGINAL TOWN LT B | 170.10 |
| 400143259 | EQUITABLE BUILDING & LOAN ASSOC | THE YANCEY, A CONDOMINIUM UNIT 102 | 152.53 |
| 400143267 | EQUITABLE BUILDING & LOAN ASSOC | THE YANCEY, A CONDOMINIUM UNIT 103 | 220.76 |
| 400143275 | EQUITABLE BUILDING & LOAN ASSN/THE | THE YANCEY, A CONDOMINIUM UNIT 104 | 548.53 |
| 400143283 | EQUITABLE BUILDING & LOAN ASSOC | THE YANCEY, A CONDOMINIUM UNIT 201A | 489.03 |
| 400143291 | DEVCO INVESTMENT CORPORATION | THE YANCEY, A CONDOMINIUM UNIT 301 | 121.36 |
| 400143305 | GEORGE/MOLLIE JO | THE YANCEY, A CONDOMINIUM UNIT 302 | 88.00 |
| 400143313 | FARR/THOMAS M & NITA J | THE YANCEY, A CONDOMINIUM UNIT 303 | 125.34 |
| 400143321 | JENSEN/PATTI | THE YANCEY, A CONDOMINIUM UNIT 304 | 115.19 |
| 400143348 | HINRICHS/DARRELL D & MARLENE M | THE YANCEY, A CONDOMINIUM UNIT 305 | 184.38 |
| 400143356 | BAXTER/DUDLEY D & DIANA K | THE YANCEY, A CONDOMINIUM UNIT 401 | 89.77 |
| 400143364 | MEYER/RONNIE A | THE YANCEY, A CONDOMINIUM UNIT 402 | 102.19 |
| 400143372 | ARTVEST III, A NE GENERAL PARTNER | THE YANCEY, A CONDOMINIUM UNIT 403 | 98.20 |
| 400143380 | MEYER/RONNY A & LYNN M | THE YANCEY, A CONDOMINIUM UNIT 404 | 115.50 |
| 400143399 | ARTVEST III, A NE GENERAL PARTNER | THE YANCEY, A CONDOMINIUM UNIT 405 | 98.48 |
| 400143402 | POWERS/YOLANDA L | THE YANCEY, A CONDOMINIUM UNIT 406 | 130.41 |
| 400143410 | THE A-A-RON GROUP, LLC | THE YANCEY, A CONDOMINIUM UNIT 407 | 153.20 |
| 400143429 | LUCE/ERIC D | THE YANCEY, A CONDOMINIUM UNIT 501 | 97.78 |
| 400143437 | ARTVEST III, A NE GENERAL PARTNER | THE YANCEY, A CONDOMINIUM UNIT 502 | 105.05 |
| 400143445 | QUALITY QTRS. LLC | THE YANCEY, A CONDOMINIUM UNIT 503 | 93.80 |

ORDINANCE NO. 9784 (A) (cont.)

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| 400143453 | JENSEN/PATTI | THE YANCEY, A CONDOMINIUM UNIT 504 | 115.55 |
| 400143461 | ARTVEST III, A NE GENERAL PARTNER | THE YANCEY, A CONDOMINIUM UNIT 505 | 98.53 |
| 400143488 | BERGHOLZ/MICHAEL J | THE YANCEY, A CONDOMINIUM UNIT 506 | 130.49 |
| 400143496 | ALEXANDER/WENDY L | THE YANCEY, A CONDOMINIUM UNIT 507 | 141.71 |
| 400143518 | ROE/JIM GAYLORD & ADRIANA | THE YANCEY, A CONDOMINIUM UNIT 601 | 85.90 |
| 400143526 | ROE/JIM GAYLORD & ADRIANA | THE YANCEY, A CONDOMINIUM UNIT 602 | 95.26 |
| 400143534 | POST/KAELEIGH | THE YANCEY, A CONDOMINIUM UNIT 603 | 101.80 |
| 400143542 | JOHNSTON/ANDREW COLE | THE YANCEY, A CONDOMINIUM UNIT 604 | 113.35 |
| 400143550 | QUALITY QTRS LLC | THE YANCEY, A CONDOMINIUM UNIT 605 | 94.16 |
| 400143569 | STEPHENS/ALEXA E | THE YANCEY, A CONDOMINIUM UNIT 606 | 87.26 |
| 400143577 | KILE/ABBY | THE YANCEY, A CONDOMINIUM UNIT 607 | 145.30 |
| 400143585 | HINRICHS/DARRELL & MARLENE | THE YANCEY, A CONDOMINIUM UNIT 701 | 92.27 |
| 400143593 | ARTVEST III, A NE GENERAL PARTNER | THE YANCEY, A CONDOMINIUM UNIT 702 | 105.27 |
| 400143607 | LUBER/HANNAH | THE YANCEY, A CONDOMINIUM UNIT 703 | 98.45 |
| 400143615 | BURTSCHER/JAN L | THE YANCEY, A CONDOMINIUM UNIT 704 | 152.26 |
| 400143623 | SEADREAM ENTERPRISES, LLC | THE YANCEY, A CONDOMINIUM UNIT 705 | 106.82 |
| 400143631 | WAINWRIGHT/TODD AARON | THE YANCEY, A CONDOMINIUM UNIT 706 | 100.66 |
| 400143658 | SABELS/MARTIN C | THE YANCEY, A CONDOMINIUM UNIT 707 | 136.14 |
| 400143666 | ARTVEST III, A NE GENERAL PARTNER | THE YANCEY, A CONDOMINIUM UNIT 801 | 90.51 |
| 400143674 | APPEL/AUSTIN | THE YANCEY, A CONDOMINIUM UNIT 802 | 105.35 |

ORDINANCE NO. 9784 (A) (cont.)

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|-----------|------------------------------|-------------------------------------|--------|
| 400143682 | ZAVALA/VINCENT & SHARON | THE YANCEY, A CONDOMINIUM UNIT 803 | 115.28 |
| 400143690 | NESIBA/ MERLIN J & JUDY M | THE YANCEY, A CONDOMINIUM UNIT 804 | 183.76 |
| 400143704 | POWERS/YOLANDA L | THE YANCEY, A CONDOMINIUM UNIT 805 | 121.79 |
| 400143712 | NELSON/JACK L | THE YANCEY, A CONDOMINIUM UNIT 806 | 174.25 |
| 400143720 | HINRICHS/DARRELL D & MARLENE | THE YANCEY, A CONDOMINIUM UNIT 901 | 90.53 |
| 400143739 | STEVENS/KARI | THE YANCEY, A CONDOMINIUM UNIT 902 | 105.40 |
| 400143747 | DETLEFSEN/DARRELL F & LISA | THE YANCEY, A CONDOMINIUM UNIT 903 | 115.33 |
| 400143755 | NICKERSON/MITCHELL & SUSAN | THE YANCEY, A CONDOMINIUM UNIT 904 | 158.72 |
| 400143763 | DIZMANG/TAMMY L | THE YANCEY, A CONDOMINIUM UNIT 905 | 121.84 |
| 400143771 | JENSEN/PATTI | THE YANCEY, A CONDOMINIUM UNIT 906 | 161.77 |
| 400143798 | TODD/LINDA M | THE YANCEY, A CONDOMINIUM UNIT 1001 | 92.42 |
| 400143801 | WEINRICH/WILLIAM | THE YANCEY, A CONDOMINIUM UNIT 1002 | 105.42 |
| 400143828 | JENSEN/PATTI | THE YANCEY, A CONDOMINIUM UNIT 1003 | 115.38 |
| 400143836 | WHITEHEAD/DIANA L | THE YANCEY, A CONDOMINIUM UNIT 1004 | 209.03 |
| 400143844 | YENNIFRE, LLC | THE YANCEY, A CONDOMINIUM UNIT 1005 | 123.37 |
| 400143852 | ADEN/STEVEN G | THE YANCEY, A CONDOMINIUM UNIT 1006 | 174.40 |
| 400143860 | MYERS/JON M & CHANDRA L | THE YANCEY, A CONDOMINIUM UNIT 1101 | 92.51 |
| 400143879 | MUSQUIZ/LARRY J | THE YANCEY, A CONDOMINIUM UNIT 1102 | 105.50 |
| 400143887 | BUCKLEY/LYNN A | THE YANCEY, A CONDOMINIUM UNIT 1103 | 117.83 |
| 400143895 | PERFORMANCE PLUS LIQUIDS INC | THE YANCEY, A CONDOMINIUM UNIT 1104 | 165.41 |

ORDINANCE NO. 9784 (A) (cont.)

| | | | |
|-----------|----------------------------------|---|------------|
| 400143909 | BOLEY/LOREN E | THE YANCEY, A CONDOMINIUM UNIT 1105 | 123.49 |
| 400143917 | AULNER/KRISTINE | THE YANCEY, A CONDOMINIUM UNIT 1106 | 170.20 |
| 400144247 | HOME FEDERAL SAVINGS & LOAN ASSN | HANN'S FOURTH ADD LT 3 | 1,626.10 |
| 400287218 | ARTVEST III | THE YANCEY, A CONDOMINIUM UNIT 002 | 19.21 |
| 400287226 | ARTVEST III | THE YANCEY, A CONDOMINIUM UNIT 001 | 107.15 |
| 400287390 | ELLISON/ROXANN T | ORIGINAL TOWN W 18.9' OF E 33' OF S 25.1' LT 7 BLK 65 | 55.92 |
| 400292963 | EQUITABLE BUILDING & LOAN ASSOC | THE YANCEY, A CONDOMINIUM UNIT 101 | 36.74 |
| 400292971 | EQUITABLE BUILDING & LOAN ASSOC | THE YANCEY, A CONDOMINIUM UNIT 201B | 59.10 |
| 400292998 | EQUITABLE BUILDING & LOAN ASSOC | THE YANCEY, A CONDOMINIUM UNIT 201C | 148.77 |
| 400293005 | EQUITABLE BUILDING & LOAN ASSOC | THE YANCEY, A CONDOMINIUM UNIT 201D | 112.27 |
| 400294982 | HOME FEDERAL SAVINGS & LOAN | ORIGINAL TOWN PT LTS 1-2-3-4-7 & ALL 5 & 6 & PT VACATED ALLEY BLK 89 | 384.70 |
| 400325705 | CALDERON/ELISEO | JENSEN SUB LT 2 | 88.44 |
| 400367009 | IGLESIA EVANGELICA PENTECOSTES | ZILLER SUB LT 2 | - |
| 400401681 | GRAND ISLAND/CITY OF | WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND VACATED ST SOUTH OF LT 1 | - |
| 400424177 | CITY OF GRAND ISLAND | ORIGINAL TOWN S 1/2 LT 1 BLK 57 | 28.72 |
| 400467186 | GRAND ISLAND LIEDERKRANZ | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND PT LTS 1-2-3 & 4 BLK 87 | - |
| 400475235 | CITY OF GRAND ISLAND | PARKING RAMP SUB TO THE CITY OF GRAND ISLAND LTS 1-2-& 3 | - |
| ; | NORTHWESTERN BELL TELE CO | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 5-6-7 BLK 80 | - |
| | | TOTAL | 119,988.52 |

ORDINANCE NO. 9784 (A) (cont.)

SECTION 2. The special tax shall become delinquent in fifty (50) days from date of this levy; the entire amount so assessed and levied against each lot or tract may be paid within fifty (50) days from the date of this levy without interest and the lien of special tax thereby satisfied and released. After the same shall become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereon.

SECTION 3. The city treasurer of the City of Grand Island, Nebraska, is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 4. Such special assessments shall be paid into a fund to be designated as the “Railside Business Improvement District”.

SECTION 5. Any provision of the Grand Island City Code, any ordinance, or part of an ordinance in conflict herewith is hereby repealed.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication, in pamphlet form, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: September 8, 2020.

Mike Paulick, Council President

Attest:

Aaron Schmid, Acting City Clerk

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9784 (B)

An ordinance to assess and levy a special tax to pay the 2020-2021 revenue cost of Railside Business Improvement District of the City Of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2020-2021 revenue year cost of Railside Business Improvement District of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2020-2021 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

| | |
|---------------------|--|
| Approved as to Form | <input type="checkbox"/> _____ |
| September 3, 2020 | <input type="checkbox"/> City Attorney |

ORDINANCE NO. 9784 (B) (cont.)

| PARCEL | OWNER | LEGAL | Assessment Amount |
|-----------|---|---|-------------------|
| 310 | TALLGRASS INTERSTATE GAS TRANSMISSION LLC | CENTRALLY ASSESSED | 16.91 |
| 380 | SOURCEGAS DISTRIBUTION LLC | CENTRALLY ASSESSED | - |
| 450 | NORTHWESTERN CORPORATION | CENTRALLY ASSESSED | 8,813.11 |
| 620 | WINDSTREAM NEBRASKA INC | CENTRALLY ASSESSED | - |
| 640 | QWEST CORPORATION | CENTRALLY ASSESSED | 4,769.63 |
| 705 | AT & T COMMUNICATION | CENTRALLY ASSESSED | 43.97 |
| 840 | AT & T MOBILITY LLC | CENTRALLY ASSESSED | 446.42 |
| 845 | NE COLORADO CELLULAR INC | CENTRALLY ASSESSED | 33.48 |
| 850 | SPRINT WIRELESS | CENTRALLY ASSESSED | 7.79 |
| 890 | USCOC OF NEBRASKA/KANSAS LLC | CENTRALLY ASSESSED | 475.17 |
| 400004097 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL BLKS 52 & 53 & PT VAC KIMBALL AVE | - |
| 400004119 | HERNANDEZ/PEDRO RIVERA | ORIGINAL TOWN N 100.5' E 2/3 LT 1 BLK 54 | 321.13 |
| 400004127 | HERNANDEZ/PEDRO RIVERA | ORIGINAL TOWN S 31.9' E 2/3 OF LT 1 BLK 54 | 63.66 |
| 400004135 | WING PROPERTIES INC | ORIGINAL TOWN W 1/3 LT 1 BLK 54 | 19.15 |
| 400004143 | WING EMPIRE INC | ORIGINAL TOWN LT 2 BLK 54 | 750.22 |
| 400004151 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 3 BLK 54 | - |
| 400004178 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 4 BLK 54 | - |
| 400004186 | WAYNE/JOHN W & TERESA A | ORIGINAL TOWN N 1/2 W 2/3 LT 6 & N 1/2 LT 5 BLK 54 | 484.46 |

ORDINANCE NO. 9784 (B) (cont.)

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| 400004194 | KATROUZOS/GUS G | ORIGINAL TOWN S 60' W 1/3 LT 5 BLK 54 | 133.05 |
| 400004208 | KATROUZOS/GUS G | ORIGINAL TOWN S 60' W 16' E 2/3 LT 5 BLK 54 | 82.89 |
| 400004216 | PINNACLE BANK | ORIGINAL TOWN E 28' S 1/2 LT 5 & N 6' W 38' S 1/2 LT 5 BLK 54 | 196.23 |
| 400004224 | PINNACLE BANK | ORIGINAL TOWN W 22' S 1/2 LT 6 BLK 54 | 157.89 |
| 400004232 | WING PROPERTIES INC | ORIGINAL TOWN E 22' W 44' S 1/2 & E 22' LT 6 BLK 54 | 493.07 |
| 400004240 | WING PROPERTIES INC | ORIGINAL TOWN W 1/3 LT 7 BLK 54 | 236.24 |
| 400004259 | WING PROPERTIES INC | ORIGINAL TOWN C 1/3 LT 7 BLK 54 | 274.32 |
| 400004275 | WING PROPERTIES INC | ORIGINAL TOWN LT 8 & E 1/3 OF LT 7 XC 15' X 15' X 15' SOLD TO CITY BLK 54 | 704.56 |
| 400004305 | URBAN ISLAND LLC | ORIGINAL TOWN N 1/2 LT 1 BLK 55 | 793.27 |
| 400004313 | URBAN ISLAND LLC | ORIGINAL TOWN N 44' OF S 1/2 LT 1 BLK 55 | 285.81 |
| 400004321 | IRVINE/VIRGINIA | ORIGINAL TOWN S 22' LT 1 BLK 55 | 93.97 |
| 400004348 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 1/2 LT 3 & ALL LT 2 BLK 55 | - |
| 400004356 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND N 1/2 W 1/2 LT 3 & N 1/2 LT 4 BLK 55 | - |
| 400004364 | HOETFELKER/RUSSELL L | ORIGINAL TOWN S 1/2 W 1/2 LT 3 & S 1/2 LT 4 BLK 55 | 506.52 |
| 400004372 | DOWNTOWN CENTER LLC | ORIGINAL TOWN N 67.5' LT 5 BLK 55 | 42.59 |
| 400004380 | ARMSTRONG/MATTHEW E & JANELLE A | ORIGINAL TOWN N 20' S 64.5' LT 5 BLK 55 | 117.08 |
| 400004399 | ERIVES ENTERPRISES LLC | ORIGINAL TOWN S 44.5' LT 5 BLK 55 | 400.42 |
| 400004402 | FAMOS CONSTRUCTION INC | ORIGINAL TOWN W 2/3 LT 6 BLK 55 | 482.25 |
| 400004429 | CAMPOS/ARTHUR V & JEANENE | ORIGINAL TOWN E 1/3 LT 6 BLK 55 | 231.52 |

ORDINANCE NO. 9784 (B) (cont.)

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| 400004437 | NEPPL/KAREN | ORIGINAL TOWN W 1/3 LT 7 BLK 55 | 219.63 |
| 400004445 | HEDDE BUILDING LLC | ORIGINAL TOWN E 2/3 LT 7 BLK 55 | 894.82 |
| 400004461 | T W ZILLER PROPERTIES LLC | ORIGINAL TOWN W 1/3 LT 8 BLK 55 | 118.88 |
| 400004488 | T W ZILLER PROPERTIES LLC | ORIGINAL TOWN C 1/3 LT 8 BLK 55 | 120.08 |
| 400004496 | T W ZILLER PROPERTIES LLC | ORIGINAL TOWN E 1/3 LT 8 BLK 55 | 504.92 |
| 400004526 | DOWNTOWN CENTER LLC | ORIGINAL TOWN N 68' LT 1 & ALL LT 2 & E 1/2 LT 3 BLK 56 | 145.98 |
| 400004534 | DOWNTOWN CENTER LLC | ORIGINAL TOWN N 22' S 42' & W 6' S 20' LT 1 BLK 56 | 12.70 |
| 400004542 | DOWNTOWN CENTER LLC | ORIGINAL TOWN N 22' S 64' LT 1 BLK 56 | 11.73 |
| 400004550 | DOWNTOWN CENTER LLC | ORIGINAL TOWN S 20' E 60' LT 1 BLK 56 | 9.69 |
| 400004569 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL LT 4 & W 1/2 LT 3 BLK 56 | - |
| 400004577 | MAYHEW/CARL & SUSAN A | ORIGINAL TOWN W 1/3 LT 5 BLK 56 | 275.80 |
| 400004585 | TRINTOWN LLC | ORIGINAL TOWN E 2/3 LT 5 BLK 56 | 396.84 |
| 400004593 | POHL/HELEN E & JAMES A | ORIGINAL TOWN LT 6 BLK 56 | 353.89 |
| 400004615 | JOHNSON/DUANE A & DEE ANN | ORIGINAL TOWN LT 7 BLK 56 | 593.28 |
| 400004623 | DOWNTOWN CENTER LLC | ORIGINAL TOWN LT 8 BLK 56 | 3,703.85 |
| 400004631 | CITY OF G I PARK LOT | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND N 1/2 LT 1 & ALL LTS 2-3 & 4 BLK 57 | - |
| 400004658 | J & B RENTALS LLC | ZILLER SUB LT 1 | 658.38 |
| 400004666 | THE GRAND FOUNDATION, INC | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 2/3 LT 6 BLK 57 | - |
| 400004674 | T & S LAND DEVELOPMENT, LLC | ORIGINAL TOWN LT 7 BLK 57 | 2,327.13 |
| 400004682 | AMUR REAL ESTATE LLC | ORIGINAL TOWN LT 8 BLK 57 | 1,704.93 |

ORDINANCE NO. 9784 (B) (cont.)

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| 400004690 | FIRSTIER BANK NATIONAL ASSOC | ORIGINAL TOWN LTS 1 & 2 BLK 58 | 273.74 |
| 400004704 | FIRSTIER BANK NATIONAL ASSOC | ORIGINAL TOWN N 1/2 LT 4 & N 1/2 LT 3 BLK 58 | 96.61 |
| 400004712 | FIRSTIER BANK NATIONAL ASSOC | ORIGINAL TOWN LT 5 & W 22' LT 6 BLK 58 | 1,381.83 |
| 400004720 | FIRSTIER BANK NATIONAL ASSOC | ORIGINAL TOWN S 1/2 LT 3 & S 1/2 LT 4 BLK 58 | 102.77 |
| 400004739 | STELK/MARK D | JENSEN SUB LT 1 | 143.04 |
| 400004747 | CALDERON/ELISEO | ORIGINAL TOWN W 1/3 LT 7 BLK 58 | 223.37 |
| 400004755 | LINDNER-BOMBECK TRUSTEE/MARILYN A | ORIGINAL TOWN C 1/3 LT 7 BLK 58 | 278.60 |
| 400004763 | GALVAN/VICTORIA | PRENSA LATINA SUB LT 1 | 88.92 |
| 400004771 | CALDERON/ELISEO | PRENSA LATINA SUB LT 2 | 112.65 |
| 400004798 | STELK/MARK D | PRENSA LATINA SUB LT 4 | 321.42 |
| 400004801 | STELK/MARK D & WANDA L | PRENSA LATINA SUB LT 3 | 404.93 |
| 400004828 | MEAD BUILDING CENTERS | ORIGINAL TOWN N 102.5' LT 1 & ALL LT 2 BLK 59 | 244.10 |
| 400004844 | T SQUARED PROPERTIES LLC | ORIGINAL TOWN S 29.5' LT 1 BLK 59 | 15.73 |
| 400004852 | THIRD CITY ARCHERS INC | ORIGINAL TOWN S 99' LT 4 & ALL LT 3 BLK 59 | - |
| 400004860 | MEAD BUILDING CENTERS | ORIGINAL TOWN N 33' LT 4 BLK 59 | 150.56 |
| 400004879 | SPIRIT IN THE SKY LLC | ORIGINAL TOWN LT 5 BLK 59 | 1,055.77 |
| 400004887 | LUCERO/JOSE LUIS & AURA | ORIGINAL TOWN E 23' W 46' LT 6 BLK 59 | 158.50 |
| 400004895 | GERDES/LARRY C & MARY ANN | ORIGINAL TOWN W 23' LT 6 BLK 59 | 171.62 |
| 400004909 | BERTA/GARY J & BILLIE J | ORIGINAL TOWN E 20' LT 6 & W 1/2 LT 7 BLK 59 | 97.10 |
| 400004917 | T SQUARED PROPERTIES LLC | ORIGINAL TOWN W 22' E 1/2 LT 7 BLK 59 | 182.13 |
| 400004925 | T SQUARED PROPERTIES LLC | ORIGINAL TOWN E 11' LT 7 & ALL LT 8 BLK 59 | 552.15 |

ORDINANCE NO. 9784 (B) (cont.)

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| 400004933 | CKP LLC | ORIGINAL TOWN LTS 1 & 2 BLK 60 | 544.49 |
| 400004941 | CKP LLC | ORIGINAL TOWN LT 3 BLK 60 | 129.54 |
| 400004968 | BUSINESS PROPERTIES | ORIGINAL TOWN LT 4 BLK 60 | 347.32 |
| 400004984 | LB AUDIO LLC | ORIGINAL TOWN LTS 5 & 6 BLK 60 | 798.47 |
| 400004992 | GRAND DENTAL HOLDINGS LLC | ORIGINAL TOWN LTS 7 & 8 BLK 60 | 1,380.00 |
| 400005018 | ABJAL LLC | ORIGINAL TOWN LTS 1 & 2 BLK 61 | 955.91 |
| 400005026 | ABJAL LLC | ORIGINAL TOWN LTS 3 & 4 BLK 61 | 832.36 |
| 400005034 | JIA PROPERTIES, LLC | ORIGINAL TOWN LT 5 BLK 61 | 722.33 |
| 400005042 | HANSEN PROPERTIES LLC | ORIGINAL TOWN LTS 6-7 & 8 BLK 61 | 779.99 |
| 400005050 | D & A INVESTMENTS LLC | ORIGINAL TOWN S 44' LT 1 BLK 62 | 179.67 |
| 400005069 | D & A INVESTMENTS LLC | ORIGINAL TOWN N 88' LT 1 BLK 62 | 677.72 |
| 400005077 | D & A INVESTMENTS LLC | ORIGINAL TOWN LT 2 BLK 62 | 374.62 |
| 400005085 | D & A INVESTMENTS, INC | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND S 66' LT 4 & N 66' E 57' LT 3 & S 66' LT 3 BLK 62 | 566.12 |
| 400005093 | D & A INVESTMENTS LLC | ORIGINAL TOWN N 66' W 9' LT 3 & N 66' LT 4 BLK 62 | 185.05 |
| 400005107 | MIDWEST PREMIER INVESTMENTS, LLC | ORIGINAL TOWN S 1/2 W 50' LT 5 BLK 62 | 89.47 |
| 400005115 | MIDWEST PREMIER INVESTMENTS LLC | ORIGINAL TOWN N 1/2 W 50' LT 5 BLK 62 | 246.86 |
| 400005123 | VOGEL ENTERPRISES LTD AN IA CORP | ORIGINAL TOWN E 16' LT 5 & W 1/2 LT 6 BLK 62 | 52.10 |
| 400005131 | VOGEL ENTERPRISES LTD AN IA CORP | ORIGINAL TOWN E 1/2 LT 6 & W 1/2 LT 7 BLK 62 | 348.52 |
| 400005158 | GRAND ISLAND AREA HABITAT FOR HUMANITY INC | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 1/2 LT 7 & ALL LT 8 BLK 62 | - |
| 400005166 | HUENEFELD/DANIEL C & LINDA K | ORIGINAL TOWN LTS 1 & 2 BLK 63 | 539.15 |

ORDINANCE NO. 9784 (B) (cont.)

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| 400005168 | GRAND ISLAND ENTREPRENEURIAL VENTURE LLC | CITY CENTRE CONDOMINIUMS UNIT 2 (FORMERLY PT ORIGINAL TOWN LTS 1 & 2 BLK 63) | 110.49 |
| 400005170 | PARAMOUNT DEVELOPMENT, LLC | CITY CENTRE CONDOMINIUMS UNIT 3 (FORMERLY PT ORIGINAL TOWN LTS 1 & 2 BLK 63) | 321.51 |
| 400005174 | LL FORGY PROPERTIES, LLC | ORIGINAL TOWN E 2/3 LT 3 BLK 63 | 224.58 |
| 400005182 | MASONIC TEMPLECRAFT ASSO OF GI | ORIGINAL TOWN W 1/3 LT 3 & E 1/3 LT 4 BLK 63 | - |
| 400005190 | GUERRERO/ROCIO A ESPARZA | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND W 2/3 LT 4 BLK 63 | 227.75 |
| 400005204 | WARDENS & VESTRYMEN OF ST | ST. STEPHENS SUB TO THE CITY OF GRAND ISLAND LT 1 | - |
| 400005212 | WARDENS & VESTRY ST STEPHENS | ST. STEPHENS SUB TO THE CITY OF GRAND ISLAND LT 2 | - |
| 400005220 | HACK/MONTE C & SHERI S | ORIGINAL TOWN S 88' LT 8 BLK 63 | 399.87 |
| 400005239 | T W ZILLER PROPERTIES LLC | ORIGINAL TOWN N 44' LT 8 BLK 63 | 982.51 |
| 400005247 | NIELSEN/THOMAS L & LOIS E | ORIGINAL TOWN E 1/3 LT 1 BLK 64 | 427.88 |
| 400005255 | HAND/CRAIG C | ORIGINAL TOWN C 1/3 LT 1 BLK 64 | 208.78 |
| 400005263 | BOWEN/STEPHEN T & JACQUELINE E | ORIGINAL TOWN W 1/3 LT 1 BLK 64 | 272.73 |
| 400005271 | AVILA/LOURDES | ORIGINAL TOWN E 44' LT 2 BLK 64 | 257.49 |
| 400005298 | VANWINKLE LIMITED LLC | ORIGINAL TOWN W 1/3 LT 2 BLK 64 | 183.36 |
| 400005301 | DOUBLE S PROPERTIES LLC | ORIGINAL TOWN E 1/3 LT 3 BLK 64 | 232.24 |
| 400005328 | ALVAREZ/ABRAHAM HERMOSILLO | ORIGINAL TOWN W 2/3 LT 3 BLK 64 | 245.52 |
| 400005336 | GERDES/GALEN E & TAMERA M | ORIGINAL TOWN LT 4 BLK 64 | 1,214.08 |
| 400005344 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 5 BLK 64 | - |
| 400005352 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 6 & 7 BLK 64 | - |
| 400005360 | WAGONER/MICHAEL | ORIGINAL TOWN N 22' LT 8 BLK 64 | 151.37 |

ORDINANCE NO. 9784 (B) (cont.)

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| 400005379 | TAYLOR/TERRY N & SUSAN M | ORIGINAL TOWN S 1/2 N 1/3 LT 8 BLK 64 | 148.85 |
| 400005387 | PERFORMANCE PLUS LIQUIDS, INC | ORIGINAL TOWN N 44' S 88' LT 8 BLK 64 | 1,261.39 |
| 400005395 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND S 44' LT 8 BLK 64 | - |
| 400005409 | HEDDE BUILDING LLC | ORIGINAL TOWN LT 1 BLK 65 | 249.14 |
| 400005417 | NIELSEN/THOMAS L & LOIS E | ORIGINAL TOWN E 1/3 LT 2 BLK 65 | 220.43 |
| 400005425 | TAKE FLIGHT INVESTMENTS LLC | ORIGINAL TOWN C 1/3 LT 2 BLK 65 | 937.04 |
| 400005433 | ARCHWAY PARTNERSHIP | ORIGINAL TOWN W 1/3 LT 2 BLK 65 | 236.23 |
| 400005441 | TAKE FLIGHT INVESTMENTS, LLC | ORIGINAL TOWN E 1/3 LT 3 BLK 65 | 183.26 |
| 400005468 | IGLESIA EVANGELICA PENTECOSTES | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND C 1/3 LT 3 BLK 65 | - |
| 400005476 | SPOTANSKI/MARK & TERESA | ORIGINAL TOWN W 1/3 LT 3 BLK 65 | 264.10 |
| 400005484 | HOFFER/ALLEN & LINDA | ORIGINAL TOWN E 1/3 LT 4 BLK 65 | 329.88 |
| 400005492 | WALD 12 PROPERTIES LLC | ORIGINAL TOWN W 2/3 LT 4 BLK 65 | 248.46 |
| 400005506 | J & B RENTALS LLC | ORIGINAL TOWN S 44' N 1/2 LT 5 BLK 65 | 244.84 |
| 400005514 | TAYLOR/TERRY N & SUSAN M | ORIGINAL TOWN N 22' LT 5 BLK 65 | 146.95 |
| 400005522 | J O ENTERPRISES INC | ORIGINAL TOWN S 1/2 LT 5 BLK 65 | 295.85 |
| 400005530 | J & B RENTALS LLC | ORIGINAL TOWN W 1/3 LT 6 BLK 65 | 190.32 |
| 400005549 | T W ZILLER PROPERTIES LLC | ORIGINAL TOWN E 2/3 LT 6 BLK 65 | 260.51 |
| 400005557 | T W ZILLER PROPERTIES LLC | ORIGINAL TOWN W 1/2 LT 7 BLK 65 | 198.16 |
| 400005565 | C & S GROUP LLC | ORIGINAL TOWN N 55' E 1/2 LT 7 & N 55' LT 8 BLK 65 | 42.49 |
| 400005573 | C & S GROUP LLC | ORIGINAL TOWN PT W 18.9' E 1/2 LT 7 & N 29.9' E 14.1' LT 7 & W 29' OF C 22' OF E 1/2 LT 7 & N 29.9' OF S 55' LT 8 XC N 6' S 31.1' E 40' LT 8 BLK 65 | 195.81 |

ORDINANCE NO. 9784 (B) (cont.)

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| 400005581 | PARMLEY/DAVID J | ORIGINAL TOWN C 22' E 4' LT 7 & C 22' LT 8 BLK 65 | 265.48 |
| 400005603 | C & S GROUP LLC | ORIGINAL TOWN S 25.1' E 14.1' LT 7 & S 25.1' LT 8 & N 6' S 31.1' E 40' LT 8 BLK 65 | 225.25 |
| 400005611 | AZTECA MARKET LLC | ORIGINAL TOWN LTS 1 & 2 BLK 66 | 1,008.18 |
| 400005638 | FRANCO ENTERTAINMENT, LLC | ORIGINAL TOWN W 2/3 LT 3 XC W 17.5' OF S 44' BLK 66 | 407.92 |
| 400005646 | VIPPERMAN/JOHN FREDRICK | ORIGINAL TOWN E 1/3 LT 3 BLK 66 | 320.46 |
| 400005654 | DUDA/JAMES G | ORIGINAL TOWN N 88' E 1/3 LT 4 BLK 66 | 232.85 |
| 400005662 | AREND/SIERRA | ORIGINAL TOWN N 88' C 1/3 LT 4 BLK 66 | 201.17 |
| 400005670 | WING EMPIRE INC | ORIGINAL TOWN N 80' W 1/3 LT 4 BLK 66 | 441.59 |
| 400005689 | TOWER 217, LLC | ORIGINAL TOWN W 17 1/2' S 44' LT 3 & N 8' S 52' W 22' & S 44' LT 4 BLK 66 | 3,261.17 |
| 400005697 | PEACEFUL ROOT LLC | ORIGINAL TOWN W 1/3 LT 6 & ALL LT 5 BLK 66 | 835.08 |
| 400005700 | PEACEFUL ROOT LLC | ORIGINAL TOWN E 2/3 LT 6 & W 1/3 LT 7 BLK 66 | 930.60 |
| 400005719 | RAWR HOLDINGS LLC | ORIGINAL TOWN E 2/3 LT 7 BLK 66 | 223.25 |
| 400005721 | PROCON MANAGEMENT INC | OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 100 (1ST FLOOR)~ | 387.30 |
| 400005722 | PROCON MANAGEMENT INC | OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 101 (FIRST FLOOR)~ | 403.14 |
| 400005723 | PROCON MANAGEMENT INC | OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 201 (2ND FLOOR) | 866.91 |
| 400005725 | GRAND ISLAND REAL ESTATE | OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 301 (3RD FLOOR) | 1,225.01 |
| 400005727 | PROCON MANAGEMENT INC | OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 001 (BASEMENT) | 141.28 |

ORDINANCE NO. 9784 (B) (cont.)

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| 400005729 | OLD CITY HALL COND ASSO INC | OLD CITY HALL CONDOMINIUM PROPERTY REGIME(COMMON AREA) | 589.70 |
| 400005735 | CITY OF GI | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND N 1/2 BLK 67 | - |
| 400005743 | COUNTY OF HALL NEBRASKA | ORIGINAL TOWN S 1/2 BLK 67 | - |
| 400005751 | S&V INVESTMENTS, LLC | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 1/3 LT 2 & ALL LT 1 BLK 68 | - |
| 400005786 | S & V INVESTMENTS LLC | SV SUB LT 1 | 2,466.41 |
| 400005794 | PLAZA SQUARE DEVELOPMENT LLC | ORIGINAL TOWN W 22' LT 6 & ALL LT 5 BLK 68 | 144.35 |
| 400005808 | SMITH/JONATHAN M | ORIGINAL TOWN W 6' LT 7 & E 2/3 LT 6 BLK 68 | 260.56 |
| 400005816 | SMITH/JONATHAN M | ORIGINAL TOWN E 60' LT 7 BLK 68 | 243.06 |
| 400005824 | TPCR RENTALS LLC | ORIGINAL TOWN LT 8 BLK 68 | 337.90 |
| 400006588 | WESTERBY/DOUGLAS M | ORIGINAL TOWN LT 1 BLK 77 | 197.81 |
| 400006596 | 201 E 2ND LLC | ORIGINAL TOWN LT 2 BLK 77 | 155.94 |
| 400006618 | 201 E 2ND LLC | ORIGINAL TOWN LTS 3 & 4 BLK 77 | 2,154.13 |
| 400006626 | CITY OF GRAND ISLAND NE | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 5-6-7-8 BLK 77 | - |
| 400006685 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL BLK 78 & VACATED ALLEY | - |
| 400006707 | EQUITABLE BLDG & LOAN ASSN/THE | ORIGINAL TOWN LT 1 BLK 79 | 315.05 |
| 400006715 | EQUITABLE BLDG & LOAN ASSN OF GI | ORIGINAL TOWN LT 2 BLK 79 | 89.53 |
| 400006723 | EQUITABLE BLDG & LOAN ASSN/THE | ORIGINAL TOWN S 44' LT 3 & S 44' LT 4 BLK 79 | 1,284.81 |
| 400006766 | EQUITABLE BLDG & LOAN ASSN OF GI | ORIGINAL TOWN N 26' 10.5 LT 8 BLK 79 | 22.95 |
| 400006774 | EQUITABLE BLDG & LOAN ASSN OF G I | ORIGINAL TOWN S 17' 1.5 N 44' LT 8 BLK 79 | 13.13 |

ORDINANCE NO. 9784 (B) (cont.)

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| 400006782 | EQUITABLE BLDG & LOAN ASSN OF G I | ORIGINAL TOWN S 88' LT 8 BLK 79 | 97.20 |
| 400006790 | CALDERON/ELISEO | ORIGINAL TOWN E 22' LT 4 & W 22' LT 3 BLK 80 | 82.59 |
| 400006809 | CALDERON/ELISEO | ORIGINAL TOWN W 44' LT 4 BLK 80 | 92.24 |
| 400006820 | NORTHWESTERN BELL TELE CO | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND N 44' LT 8 BLK 80 | 19.15 |
| 400006839 | MCDERMOTT/NIELS C & VIRGINIA A | ORIGINAL TOWN C 1/3 LT 8 BLK 80 | 368.14 |
| 400006847 | HALL CO | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 1-2 & E 44' LT 3 BLK 80 | - |
| 400006863 | MITCHELL/DEREK L & RUTH E | ORIGINAL TOWN S 44' LT 8 BLK 80 | 283.06 |
| 400006871 | VICTORY BIBLE FELLOWSHIP OF THE | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 1 BLK 81 | - |
| 400006898 | GRAND ISLAND AREA CHAMBER OF COMMERCE | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 2/3 LT 2 BLK 81 | - |
| 400006901 | TRAMPE/RONALD EUGENE | ORIGINAL TOWN W 1/3 LT 2 BLK 81 | 160.37 |
| 400006928 | TINAJERO/FRANCISCO | ORIGINAL TOWN E 1/3 LT 3 BLK 81 | 159.48 |
| 400006936 | ENCINGER ENTERPRISES LLC | ORIGINAL TOWN C 1/3 LT 3 BLK 81 | 262.59 |
| 400006944 | KRAUSS ENTERPRISES LLC | ORIGINAL TOWN W 1/3 LT 3 & ALL 4 BLK 81 | 533.33 |
| 400006952 | MEHRING & SHADA PROPERTIES LLC | ORIGINAL TOWN LT 5 BLK 81 | 427.73 |
| 400006960 | MEHRING & SHADA PROPERTIES LLC | ORIGINAL TOWN LT 6 BLK 81 | 177.11 |
| 400006979 | WHEELER STREET PARTNERSHIP | ORIGINAL TOWN LT 7 & S 2/3 LT 8 BLK 81 | 1,017.21 |
| 400006987 | WHEELER ST PARTNERSHIP | ORIGINAL TOWN N 1/3 LT 8 BLK 81 | 138.05 |
| 400006995 | GRAND ISLAND INDEPENDENT | ORIGINAL TOWN LT 1 & PT VAC ALLEY BLK 82 | 71.90 |
| 400007002 | GRAND ISLAND INDEPENDENT | ORIGINAL TOWN LT 2 & PT VAC ALLEY BLK 82 | 310.16 |
| 400007010 | GRAND ISLAND INDEPENDENT | ORIGINAL TOWN LT 3 & PT VAC ALLEY BLK 82 | 76.44 |

ORDINANCE NO. 9784 (B) (cont.)

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| 400007029 | GRAND ISLAND INDEPENDENT | ORIGINAL TOWN LT 4 & PT VAC ALLEY BLK 82 | 153.94 |
| 400007037 | GRAND ISLAND INDEPENDENT | ORIGINAL TOWN LTS 5-6-7-8 & PT VAC ALLEY BLK 82 | 3,057.71 |
| 400007061 | GRAND ISLAND HOSPITALITY LLC | ORIGINAL TOWN LTS 1 & 2 BLK 83 | 498.24 |
| 400007088 | DIAZ/JESUS SALAS | ORIGINAL TOWN LTS 3 & 4 BLK 83 | 784.90 |
| 400007096 | GRAND ISLAND APARTMENTS, LLC | ORIGINAL TOWN N 60.35' LT 5 BLK 83 | 188.54 |
| 400007118 | J & B RENTALS LLC | ORIGINAL TOWN S 71.65' LT 5 BLK 83 | 214.14 |
| 400007126 | MATEO P/TOMAS | ORIGINAL TOWN W 2/3 LT 6 BLK 83 | 210.86 |
| 400007134 | PEREZ/SYLVIA | ORIGINAL TOWN E 1/3 LT 6 & ALL LT 7 BLK 83 | 306.61 |
| 400007142 | WOODEN/MICHAEL OWEN & SONYA KAY | ORIGINAL TOWN E 41' N 28' LT 8 BLK 83 | 139.60 |
| 400007150 | WOODEN/MICHAEL OWEN & SONYA KAY | ORIGINAL TOWN PT N 1/3 & S 2/3 LT 8 BLK 83~ | 246.35 |
| 400007169 | PARK | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL BLK 84 | - |
| 400007177 | LANE HOME IMPROVEMENTS | ORIGINAL TOWN LT 1 BLK 85 (SEE COMMENTS) | 261.04 |
| 400007185 | LANE HOME IMPROVEMENTS | ORIGINAL TOWN LT 2 BLK 85 | 185.66 |
| 400007193 | HOPE HARBOR INC | ORIGINAL TOWN LTS 3 & 4 BLK 85 | - |
| 400007223 | GRAND ISLAND LIEDERKRANZ | ORIGINAL TOWN PT LTS 1-2-3 & 4 BLK 87 | 425.42 |
| 400007304 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL BLK 88 | - |
| 400007312 | DODGE & ELK PARK LOTS | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND PT BLK 89 | - |
| 400007320 | OLD ELKS BUILDING DEVEL LLC | ORIGINAL TOWN N 60' FR LTS 1 & 2 & N 60' OF E 24' OF LT 3 BLK 89 | 269.86 |
| 400007339 | HALL CO | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL LTS 1-2 & 3 & FR LT 7 BLK 91 | - |
| 400007347 | HALL CO | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 4 & PT VAC ST BLK | - |

ORDINANCE NO. 9784 (B) (cont.)

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| | | 91 | |
| 400007355 | HALL CO | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND PT LT 6 & PT LT 8 BLK 91 | - |
| 400007363 | HALL CO | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND STRIP 8' X 66' & PT LT 8 BLK 91 | - |
| 400007371 | DOMINICK/EUGENE | ORIGINAL TOWN E 6' N 103' & E 37' S 29' LT 2 & ALL LT 1 BLK 92~ | 283.99 |
| 400007398 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 2 XC E 6' N 103' & E 37' S 29' LT 2 BLK 92 | - |
| 400007401 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 50' LT 3 BLK 92 | - |
| 400007428 | CITY OF G I | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND W 16' LT 3 & ALL LT 4 BLK 92 | - |
| 400029022 | EMERY/GREGORY D & CHARLENE A | CAMPBELL'S SUB E 51' 8 LTS 1-2-3 | 81.91 |
| 400029030 | MENDOZA/WILMER | CAMPBELL'S SUB W 75'4 LTS 1-2-3 | 344.55 |
| 400029049 | HASTINGS GRAIN INSPECTION INC | CAMPBELL'S SUB LTS 4-5-6 & N 10' LT 7 | 180.25 |
| 400029057 | HASTINGS GRAIN INSPECTION INC | CAMPBELL'S SUB S 12' LT 7 & ALL LT 8 | 276.03 |
| 400029065 | TWO BROTHERS INC | CAMPBELL'S SUB 32' X 127' LT 9 | 216.00 |
| 400029073 | HILL/DAVID C | CAMPBELL'S SUB LTS 10-13 | 328.56 |
| 400039605 | HALL CO | COURT HOUSE ADD TO THE CITY OF GRAND ISLAND LT 1 | - |
| 400039613 | HALL CO | COURT HOUSE ADD TO THE CITY OF GRAND ISLAND LT 2 | - |
| 400039621 | HALL CO | COURT HOUSE ADD TO THE CITY OF GRAND ISLAND LT 3 | - |
| 400039648 | HALL CO | COURT HOUSE ADD TO THE CITY OF GRAND ISLAND LT 4 | - |
| 400042169 | COUNTY OF HALL NEBRASKA | HANN'S ADD TO THE CITY OF GRAND ISLAND N 31' LT 2 & S 13.75' LT 1 BLK 1~ | - |

ORDINANCE NO. 9784 (B) (cont.)

| | | | |
|-----------|----------------------------------|--|--------|
| 400042177 | COUNTY OF HALL | HANN'S FOURTH ADD TO THE CITY OF GRAND ISLAND LT 2 | - |
| 400042185 | REYES/DAILYS | HANN'S ADD N 14' LT 3 & S 26' LT 2 BLK 1~ | 161.81 |
| 400042193 | CAMPBELL/HUNTER A H & KATHLEEN A | HANN'S ADD N 7' PT LT 4 & S 43' LT 3 BLK 1~ | 243.38 |
| 400042207 | MITCHELL/DEREK L & RUTH E | HANN'S ADD E 60' OF S 50' OF LT 4 BLK 1~~ | 210.62 |
| 400042215 | CAMPBELL/KATHLEEN A | HANN'S ADD W 67' OF S 50' OF LT 4 BLK 1~ | 147.93 |
| 400042525 | COUNTY OF HALL | HANN'S FOURTH ADD TO THE CITY OF GRAND ISLAND LT 1 | - |
| 400042533 | MARSH PROPERTIES LLC | HANN'S SECOND ADD S 5' OF LT 2 & ALL LT 3 BLK 4 | 680.95 |
| 400042541 | WILLIAMS/CASEY J & MISTI A | HANN'S FIFTH SUB LT 2 | 172.63 |
| 400042568 | MUELLER/LLOYD & MARILYN | HANN'S FIFTH SUB LT 1 | 78.82 |
| 400042576 | TWO BROTHERS INC | HANN'S 3RD ADD W 111' X 118' BLK 5 | 506.95 |
| 400042584 | ROSALES-MONZON/CARLOS A | HANN'S 3RD ADD N 52.5' OF E 91.9' OF BLK 5 | 224.35 |
| 400042592 | ROYLE/CECILIA B | HANN'S 3RD ADD E 56' OF W 174' OF BLK 5 | 104.39 |
| 400042606 | VALENZUELA/LINDA L | HANN'S 3RD ADD S 58.5' OF E 91.9' OF BLK 5 | 263.69 |
| 400080532 | HOOS INSURANCE AGENCY INC | RAILROAD ADD LT 4 & PT VAC ST BLK 97 | 309.42 |
| 400080540 | SANCHEZ/FILEMON | RAILROAD ADD N 1/2 LT 1 BLK 98 | 63.66 |
| 400080559 | SANCHEZ/FILEMON | RAILROAD ADD S 1/2 LT 1 BLK 98 | 369.08 |
| 400080567 | CHAIRMAN INVESTMENTS LLC | RAILROAD ADD LT 2 BLK 98 | 124.99 |
| 400080575 | PHAM/TAMMY | RAILROAD ADD W 1/2 LT 3 BLK 98 | 145.87 |
| 400080583 | SCHAFER/LEE ANN G & MICHAEL W | RAILROAD ADD E 1/2 LT 3 BLK 98 | 158.33 |
| 400080591 | TPCR RENTALS LLC | RAILROAD ADD N 86' LT 4 BLK 98 | 80.39 |
| 400080605 | TPCR RENTALS LLC | RAILROAD ADD S 46' LT 4 BLK 98 | 167.89 |

ORDINANCE NO. 9784 (B) (cont.)

| | | | |
|-----------|--|---|----------|
| 400080613 | TPCR RENTALS LLC | RAILROAD ADD LT 5 BLK 98 | 1,710.67 |
| 400080621 | TPCR RENTALS LLC | RAILROAD ADD LT 6 BLK 98 | 405.20 |
| 400080648 | BENITEZ/FLORIBERTO SANCHEZ | RAILROAD ADD W 52' LT 7 BLK 98 | 210.22 |
| 400080656 | SANCHEZ/FILEMON | RAILROAD ADD E 14' LT 7 & ALL LT 8 BLK 98 | 449.42 |
| 400080990 | HUNT/AMY S | RAILROAD ADD FR LT 1 & FR LT 2 BLK 105 | 112.69 |
| 400081008 | BLACKSTONE RESIDENCE, LLC | RAILROAD ADD LT 3 BLK 105 | 195.74 |
| 400081016 | LAZENDORF HOLDINGS LIMITED PARTNERSHIP | RAILROAD ADD LT 4 BLK 105 | 338.14 |
| 400081040 | BLACKSTONE RESIDENCE, LLC | RAILROAD ADD LT 5 & FR LTS 6 & 7 XC CITY BLK 105 | 1,453.16 |
| 400081059 | FRIENDSHIP HOUSE INC | RAILROAD ADD LTS 1 & 2 BLK 106 | - |
| 400081067 | C & S GROUP LLC | RAILROAD ADD LT 3 BLK 106 | 303.28 |
| 400081075 | FERNANDEZ/PEDRO | RAILROAD ADD LT 4 BLK 106 | 300.71 |
| 400081105 | MUFFLER SHOP INC/THE | RAILROAD ADD LTS 1 & 2 BLK 107 | 389.84 |
| 400081113 | MUFFLER SHOP INC/THE | RAILROAD ADD LTS 3 & 4 BLK 107 | 156.03 |
| 400081121 | MIDWEST PREMIER INVESTMENTS LLC | RAILROAD ADD S 2/3 LT 5 BLK 107 | 98.47 |
| 400081148 | MIDWEST PREMIER INVESTMENTS LLC | RAILROAD ADD N 1/3 LT 5 BLK 107 | 68.09 |
| 400081156 | MIDWEST PREMIER INVESTMENTS LLC | RAILROAD ADD LT 6 BLK 107 | 293.35 |
| 400081164 | MIDWEST PREMIER INVESTMENTS LLC | RAILROAD ADD LT 7 XC N 60' OF E 22' & XC E 29.54' OF S 71.50' BLK 107 | 477.60 |
| 400081172 | MIDWEST PREMIER INVESTMENTS LLC | RAILROAD ADD S 72' LT 8 & E 29.54' OF S 71.50' LT 7 BLK 107 | 240.63 |
| 400081180 | MIDWEST PREMIER INVESTMENTS LLC | RAILROAD ADD N 60' OF E 22' LT 7 & N 60' LT 8 BLK 107 | 270.24 |
| 400081199 | FOX/RICHARD & MARILYN | RAILROAD ADD LTS 1 & 2 BLK 108 | 487.70 |
| 400081202 | WESTGATE PROPERTIES LLC | RAILROAD ADD E 37' LT 3 BLK 108 | |

ORDINANCE NO. 9784 (B) (cont.)

| | | | |
|-----------|---------------------------------|---|--------|
| | | | 180.05 |
| 400081210 | DOUGLAS BOOKKEEPING SERVICE INC | RAILROAD ADD W 29' LT 3 & ALL LT 4 BLK 108 | 588.81 |
| 400081229 | PLACKE/DONALD J & JANET L | RAILROAD ADD S 88' LT 5 BLK 108 | 131.69 |
| 400081237 | PLACKE/DONALD J & JANET L | RAILROAD ADD N 44' LT 5 BLK 108 | 7.15 |
| 400081245 | BREWER PROPERTIES LLC | RAILROAD ADD LT 6 BLK 108 | 298.31 |
| 400081253 | BOSSelman INC | RAILROAD ADD LTS 7 & 8 BLK 108 | 526.63 |
| 400081261 | GILROY/DAVID A & CAROLYN J | RAILROAD ADD S 61' LT 1 & S 61' LT 2 BLK 109 | 192.45 |
| 400081288 | HANEY/THOMAS W & DIANE K | RAILROAD ADD N 71' LT 1 & N 71' LT 2 BLK 109~ | 177.15 |
| 400081296 | ROEBUCK ENTERPRISES, LLC | RAILROAD ADD E 59.5' LT 3 BLK 109 | 135.03 |
| 400081318 | ROEBUCK ENTERPRISES, LLC | RAILROAD ADD E 52' 11 LT 4 & W 6.5' LT 3 BLK 109~ | 81.39 |
| 400081326 | LINDELL/TIMOTHY C | RAILROAD ADD E 52' 11 OF LT 5 & ALL LT 6 BLK 109 | 239.49 |
| 400081334 | LPB, LLC | RAILROAD ADD LTS 7 & 8 BLK 109 | 705.87 |
| 400113651 | HALL CO | WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND LT 2 | - |
| 400113678 | HALL CO | WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND LT 3 | - |
| 400113686 | HALL CO | WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND N 52 1/3' OF W 150' LT 4 | - |
| 400113694 | HALL CO | WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND LT 5 | - |
| 400113708 | COUNTY OF HALL | WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND W 86' OF E 165' OF 4 & W 86' OF E 165' OF N 48.5' LT 5 | - |
| 400113716 | COUNTY OF HALL | WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND W PT OF N 48.5' X 150' LT 5 & 26.17' X 150' OF W PT LT 4 | - |
| 400135868 | L.P.B. LLC | GILBERT'S SUB NORTH, PART OF BLK 79, ORIGINAL TOWN 22' X 99' LT A | 159.48 |

ORDINANCE NO. 9784 (B) (cont.)

| | | | |
|-----------|------------------------------------|---|--------|
| 400135876 | EQUITABLE BUILDING & LOAN ASSOC | GILBERT'S SUB NORTH, PART OF BLK 79, ORIGINAL TOWN LT B | 170.10 |
| 400143259 | EQUITABLE BUILDING & LOAN ASSOC | THE YANCEY, A CONDOMINIUM UNIT 102 | 152.53 |
| 400143267 | EQUITABLE BUILDING & LOAN ASSOC | THE YANCEY, A CONDOMINIUM UNIT 103 | 220.76 |
| 400143275 | EQUITABLE BUILDING & LOAN ASSN/THE | THE YANCEY, A CONDOMINIUM UNIT 104 | 548.53 |
| 400143283 | EQUITABLE BUILDING & LOAN ASSOC | THE YANCEY, A CONDOMINIUM UNIT 201A | 489.03 |
| 400143291 | DEVCO INVESTMENT CORPORATION | THE YANCEY, A CONDOMINIUM UNIT 301 | 121.36 |
| 400143305 | GEORGE/MOLLIE JO | THE YANCEY, A CONDOMINIUM UNIT 302 | 88.00 |
| 400143313 | FARR/THOMAS M & NITA J | THE YANCEY, A CONDOMINIUM UNIT 303 | 125.34 |
| 400143321 | JENSEN/PATTI | THE YANCEY, A CONDOMINIUM UNIT 304 | 115.19 |
| 400143348 | HINRICHS/DARRELL D & MARLENE M | THE YANCEY, A CONDOMINIUM UNIT 305 | 184.38 |
| 400143356 | BAXTER/DUDLEY D & DIANA K | THE YANCEY, A CONDOMINIUM UNIT 401 | 89.77 |
| 400143364 | MEYER/RONNIE A | THE YANCEY, A CONDOMINIUM UNIT 402 | 102.19 |
| 400143372 | ARTVEST III, A NE GENERAL PARTNER | THE YANCEY, A CONDOMINIUM UNIT 403 | 98.20 |
| 400143380 | MEYER/RONNY A & LYNN M | THE YANCEY, A CONDOMINIUM UNIT 404 | 115.50 |
| 400143399 | ARTVEST III, A NE GENERAL PARTNER | THE YANCEY, A CONDOMINIUM UNIT 405 | 98.48 |
| 400143402 | POWERS/YOLANDA L | THE YANCEY, A CONDOMINIUM UNIT 406 | 130.41 |
| 400143410 | THE A-A-RON GROUP, LLC | THE YANCEY, A CONDOMINIUM UNIT 407 | 153.20 |
| 400143429 | LUCE/ERIC D | THE YANCEY, A CONDOMINIUM UNIT 501 | 97.78 |
| 400143437 | ARTVEST III, A NE GENERAL PARTNER | THE YANCEY, A CONDOMINIUM UNIT 502 | 105.05 |
| 400143445 | QUALITY QTRS. LLC | THE YANCEY, A CONDOMINIUM UNIT 503 | 93.80 |

ORDINANCE NO. 9784 (B) (cont.)

| | | | |
|-----------|-----------------------------------|------------------------------------|--------|
| 400143453 | JENSEN/PATTI | THE YANCEY, A CONDOMINIUM UNIT 504 | 115.55 |
| 400143461 | ARTVEST III, A NE GENERAL PARTNER | THE YANCEY, A CONDOMINIUM UNIT 505 | 98.53 |
| 400143488 | BERGHOLZ/MICHAEL J | THE YANCEY, A CONDOMINIUM UNIT 506 | 91.34 |
| 400143496 | ALEXANDER/WENDY L | THE YANCEY, A CONDOMINIUM UNIT 507 | 99.19 |
| 400143518 | ROE/JIM GAYLORD & ADRIANA | THE YANCEY, A CONDOMINIUM UNIT 601 | 85.90 |
| 400143526 | ROE/JIM GAYLORD & ADRIANA | THE YANCEY, A CONDOMINIUM UNIT 602 | 95.26 |
| 400143534 | POST/KAELEIGH | THE YANCEY, A CONDOMINIUM UNIT 603 | 71.26 |
| 400143542 | JOHNSTON/ANDREW COLE | THE YANCEY, A CONDOMINIUM UNIT 604 | 113.35 |
| 400143550 | QUALITY QTRS LLC | THE YANCEY, A CONDOMINIUM UNIT 605 | 94.16 |
| 400143569 | STEPHENS/ALEXA E | THE YANCEY, A CONDOMINIUM UNIT 606 | 87.26 |
| 400143577 | KILE/ABBY | THE YANCEY, A CONDOMINIUM UNIT 607 | 145.30 |
| 400143585 | HINRICHS/DARRELL & MARLENE | THE YANCEY, A CONDOMINIUM UNIT 701 | 92.27 |
| 400143593 | ARTVEST III, A NE GENERAL PARTNER | THE YANCEY, A CONDOMINIUM UNIT 702 | 105.27 |
| 400143607 | LUBER/HANNAH | THE YANCEY, A CONDOMINIUM UNIT 703 | 98.45 |
| 400143615 | BURTSCHER/JAN L | THE YANCEY, A CONDOMINIUM UNIT 704 | 152.26 |
| 400143623 | SEADREAM ENTERPRISES, LLC | THE YANCEY, A CONDOMINIUM UNIT 705 | 106.82 |
| 400143631 | WAINWRIGHT/TODD AARON | THE YANCEY, A CONDOMINIUM UNIT 706 | 100.66 |
| 400143658 | SABELS/MARTIN C | THE YANCEY, A CONDOMINIUM UNIT 707 | 136.14 |
| 400143666 | ARTVEST III, A NE GENERAL PARTNER | THE YANCEY, A CONDOMINIUM UNIT 801 | 90.51 |
| 400143674 | APPEL/AUSTIN | THE YANCEY, A CONDOMINIUM UNIT 802 | 105.35 |

ORDINANCE NO. 9784 (B) (cont.)

| | | | |
|-----------|------------------------------|-------------------------------------|--------|
| 400143682 | ZAVALA/VINCENT & SHARON | THE YANCEY, A CONDOMINIUM UNIT 803 | 115.28 |
| 400143690 | NESIBA/ MERLIN J & JUDY M | THE YANCEY, A CONDOMINIUM UNIT 804 | 183.76 |
| 400143704 | POWERS/YOLANDA L | THE YANCEY, A CONDOMINIUM UNIT 805 | 121.79 |
| 400143712 | NELSON/JACK L | THE YANCEY, A CONDOMINIUM UNIT 806 | 174.25 |
| 400143720 | HINRICHS/DARRELL D & MARLENE | THE YANCEY, A CONDOMINIUM UNIT 901 | 90.53 |
| 400143739 | STEVENS/KARI | THE YANCEY, A CONDOMINIUM UNIT 902 | 105.40 |
| 400143747 | DETLEFSEN/DARRELL F & LISA | THE YANCEY, A CONDOMINIUM UNIT 903 | 80.73 |
| 400143755 | NICKERSON/MITCHELL & SUSAN | THE YANCEY, A CONDOMINIUM UNIT 904 | 158.72 |
| 400143763 | DIZMANG/TAMMY L | THE YANCEY, A CONDOMINIUM UNIT 905 | 121.84 |
| 400143771 | JENSEN/PATTI | THE YANCEY, A CONDOMINIUM UNIT 906 | 161.77 |
| 400143798 | TODD/LINDA M | THE YANCEY, A CONDOMINIUM UNIT 1001 | 92.42 |
| 400143801 | WEINRICH/WILLIAM | THE YANCEY, A CONDOMINIUM UNIT 1002 | 105.42 |
| 400143828 | JENSEN/PATTI | THE YANCEY, A CONDOMINIUM UNIT 1003 | 115.38 |
| 400143836 | WHITEHEAD/DIANA L | THE YANCEY, A CONDOMINIUM UNIT 1004 | 146.32 |
| 400143844 | YENNIFRE, LLC | THE YANCEY, A CONDOMINIUM UNIT 1005 | 123.37 |
| 400143852 | ADEN/STEVEN G | THE YANCEY, A CONDOMINIUM UNIT 1006 | 174.40 |
| 400143860 | MYERS/JON M & CHANDRA L | THE YANCEY, A CONDOMINIUM UNIT 1101 | 92.51 |
| 400143879 | MUSQUIZ/LARRY J | THE YANCEY, A CONDOMINIUM UNIT 1102 | 105.50 |
| 400143887 | BUCKLEY/LYNN A | THE YANCEY, A CONDOMINIUM UNIT 1103 | 82.48 |
| 400143895 | PERFORMANCE PLUS LIQUIDS INC | THE YANCEY, A CONDOMINIUM UNIT 1104 | 165.41 |

ORDINANCE NO. 9784 (B) (cont.)

| | | | |
|-----------|----------------------------------|---|------------|
| 400143909 | BOLEY/LOREN E | THE YANCEY, A CONDOMINIUM UNIT 1105 | 123.49 |
| 400143917 | AULNER/KRISTINE | THE YANCEY, A CONDOMINIUM UNIT 1106 | 170.20 |
| 400144247 | HOME FEDERAL SAVINGS & LOAN ASSN | HANN'S FOURTH ADD LT 3 | 1,626.10 |
| 400287218 | ARTVEST III | THE YANCEY, A CONDOMINIUM UNIT 002 | 19.21 |
| 400287226 | ARTVEST III | THE YANCEY, A CONDOMINIUM UNIT 001 | 107.15 |
| 400287390 | ELLISON/ROXANN T | ORIGINAL TOWN W 18.9' OF E 33' OF S 25.1' LT 7 BLK 65 | 55.92 |
| 400292963 | EQUITABLE BUILDING & LOAN ASSOC | THE YANCEY, A CONDOMINIUM UNIT 101 | 36.74 |
| 400292971 | EQUITABLE BUILDING & LOAN ASSOC | THE YANCEY, A CONDOMINIUM UNIT 201B | 59.10 |
| 400292998 | EQUITABLE BUILDING & LOAN ASSOC | THE YANCEY, A CONDOMINIUM UNIT 201C | 148.77 |
| 400293005 | EQUITABLE BUILDING & LOAN ASSOC | THE YANCEY, A CONDOMINIUM UNIT 201D | 112.27 |
| 400294982 | HOME FEDERAL SAVINGS & LOAN | ORIGINAL TOWN PT LTS 1-2-3-4-7 & ALL 5 & 6 & PT VACATED ALLEY BLK 89 | 384.70 |
| 400325705 | CALDERON/ELISEO | JENSEN SUB LT 2 | 88.44 |
| 400367009 | IGLESIA EVANGELICA PENTECOSTES | ZILLER SUB LT 2 | - |
| 400401681 | GRAND ISLAND/CITY OF | WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND VACATED ST SOUTH OF LT 1 | - |
| 400424177 | CITY OF GRAND ISLAND | ORIGINAL TOWN S 1/2 LT 1 BLK 57 | 28.72 |
| 400467186 | GRAND ISLAND LIEDERKRANZ | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND PT LTS 1-2-3 & 4 BLK 87 | - |
| 400475235 | CITY OF GRAND ISLAND | PARKING RAMP SUB TO THE CITY OF GRAND ISLAND LTS 1-2-& 3 | - |
| ; | NORTHWESTERN BELL TELE CO | ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 5-6-7 BLK 80 | - |
| | | TOTAL | 119,493.70 |

ORDINANCE NO. 9784 (B) (cont.)

SECTION 2. The special tax shall become delinquent in fifty (50) days from date of this levy; the entire amount so assessed and levied against each lot or tract may be paid within fifty (50) days from the date of this levy without interest and the lien of special tax thereby satisfied and released. After the same shall become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereon.

SECTION 3. The city treasurer of the City of Grand Island, Nebraska, is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 4. Such special assessments shall be paid into a fund to be designated as the “Railside Business Improvement District”.

SECTION 5. Any provision of the Grand Island City Code, any ordinance, or part of an ordinance in conflict herewith is hereby repealed.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication, in pamphlet form, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: September 8, 2020.

Mike Paulick, Council President

Attest:

Aaron Schmid, Acting City Clerk



City of Grand Island

Tuesday, September 8, 2020

Council Session

Item F-3

#9785 - Consideration of Approving Assessments for Fonner Park Business Improvement District

This item relates to the aforementioned Board of Equalization item D-2.

Staff Contact: Patrick Brown

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ORDINANCE NO. 9785

An ordinance to assess and levy a special tax to pay the 2020-2021 revenue year cost of Fonner Park Business Improvement District of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2020-2021 revenue year cost of Fonner Park Business Improvement District of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2020-2021 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

| OWNER | LEGAL NAME | Assessment Amount |
|-------|------------|----------------------|
|-------|------------|----------------------|

Approved as to Form ☐ _____
September 3, 2020 ☐ City Attorney

ORDINANCE NO. 9785 (cont.)

| | | |
|--|---|-----------|
| WESTERBY/MICHAEL J & MANDY | JANISCH SUB PT LT 1 | 1,203.72 |
| ROEBUCK ENTERPRISES LLC | BROWNELL SUB XC .0051 AC TO ROW LT 1 XC E 10' | 664.84 |
| WILTGEN CORP II | KIRKPATRICK SUB LT 5 | 707.92 |
| WILTGEN CORP II | KIRKPATRICK SUB LT 6 | 697.32 |
| DA-LY PROPERTIES LLC | LABELINDO SECOND SUB PT LT 1 XC 18.3 FT TO CITY | 2,805.47 |
| ZANA/JAMES SCOTT | R & R SUB PT LT 1 | 1,412.10 |
| CASEY'S RETAIL CO | PLEASANT HOME SUB XC CITY E 1/2 OF S 1/2 BLK 9 | 1,408.70 |
| LOCUST STREET LLC | PLEASANT HOME SUB XC CITY BLK 16 | 2,576.35 |
| OBERG/DANNY K | ROEPKE SUB PT LT 2 & PT LT 1 | 1,548.74 |
| OBERG/DANNY K | ROEPKE SECOND SUB PT LT 1 | 456.56 |
| EDWARDS BUILDING CORP | FONNER SUB LT 1 XC CITY | 1,358.75 |
| BOSSELMAN REAL ESTATE LLC | FONNER FOURTH SUB LT 1 | 4,882.61 |
| RMA INVESTMENTS LLC | FONNER SECOND SUB XC CITY LT 5 | 2,005.56 |
| RMA INVESTMENTS LLC | FONNER SECOND SUB XC CITY LT 6 | 4,015.44 |
| TOWN & COUNTRY LLC | FONNER THIRD SUB PT LT 1 & PT LT 3 | 3,410.08 |
| WILLIAMS HOSPITALITY LLC | FONNER THIRD SUB REPLATTED PT LT 3 | 1,409.51 |
| LOCUST STREET LLC | MISCELLANEOUS TRACTS 21-11-9 PT SE 1/4 SE 1/4 .20 AC TO CITY .817 AC | 2,107.65 |
| REILLY/MICHAEL J & CAREY M | JNW SUB LT 1 | 1,503.69 |
| EDWARDS BUILDING CORP | JNW SECOND SUB LT 1 | 1,664.08 |
| SAX PIZZA OF AMERICA INC | SAX'S SECOND SUB LT 2 | 1,084.74 |
| BRADDY/CINDY | MISCELLANEOUS TRACTS XC TO CITY 21-11-9 PT SE 1/4 SE 1/4 .78 AC | 1,350.12 |
| AREC 7, LLC | MISCELLANEOUS TRACTS 21-11-9 XC CITY PT SE 1/4 SE 1/4 1.17 AC | 2,041.44 |
| SAX PIZZA OF AMERICA INC | SAX'S SECOND SUB LT 1 | 1,251.28 |
| GOODWILL INDUST OF GREATER NEBR | GOODWILL SIXTH SUB LT 2 | 1,822.99 |
| HALL COUNTY LIVESTOCK IMPROVEMENT ASSN | MISCELLANEOUS TRACTS 22-11-9 TO THE CITY OF GRAND ISLAND PT SW 1/4 SW 1/4 & PT NW 1/4 SW 1/4 XC .15 A CITY & 1.03 AC FONNER RD XC .05 AC CITY XC .98 AC CITY 23.97 AC | 3,196.57 |
| SANCHEZ/FILEMON | R & R SUB PT LT 2 | 1,398.37 |
| PREFERRED ENTERPRISES LLC | FONNER FOURTH SUB TO CITY ROW PT LT 2 | 1,505.30 |
| | | 49,489.90 |

ORDINANCE NO. 9785 (cont.)

SECTION 2. The special tax shall become delinquent in fifty (50) days from date of this levy; the entire amount so assessed and levied against each lot or tract may be paid within fifty (50) days from the date of this levy without interest and the lien of special tax thereby satisfied and released. After the same shall become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereon.

SECTION 3. The city treasurer of the City of Grand Island, Nebraska, is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 4. Such special assessments shall be paid into a fund to be designated as the “Fonner Park Business Improvement District”.

SECTION 5. Any provision of the Grand Island City Code, any ordinance, or part of an ordinance in conflict herewith is hereby repealed.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication, in pamphlet form, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: September 8, 2020.

Mike Paulick, Council President

Attest:

Aaron Schmid, Acting City Clerk



City of Grand Island

Tuesday, September 8, 2020

Council Session

Item F-4

#9786 - Consideration of Approving Assessments for South Locust Business Improvement District

This item relates to the aforementioned Board of Equalization item D-3.

Staff Contact: Patrick Brown

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ORDINANCE NO. 9786

An ordinance to assess and levy a special tax to pay the 2020-2021 revenue year cost of South Locust Business Improvement District of the City Of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2020-2021 revenue year cost of South Locust Business Improvement District of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2020-2021 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| September 4, 2020 | ☐ City Attorney |

ORDINANCE NO. 9786 (cont.)

| OWNER | LEGAL NAME | ASSESSMENT AMOUNT |
|-------------------------------------|---|----------------------|
| MMY HOSPITALITY LLC | BURCH SUB W 273' LT 1 XC CITY | 1,310.00 |
| CASEY'S RETAIL COMPANY | BURCH SUB W 125' LT 2-3-4 XC CITY | 1,683.29 |
| FUGATE/J LARRY | BURCH SUB LT 5 XC CITY | 1,119.55 |
| WILLIAMS/MICHAEL S & SANDRA S | BURCH SECOND SUB LT 1 XC CITY | 1,313.50 |
| EATING ESTABLISHMENT/THE | RUNZA SUB LT 1 XC CITY | 1,443.60 |
| WILLIS/RONALD J & LORI D | HOLCOMB'S HIGHWAY HOMES E 100' LT 12 XC CITY & E 100' LT 13 XC CITY | 1,869.92 |
| WILLIS/RONALD J | HOLCOMB'S HIGHWAY HOMES LT 14 XC CITY | 1,024.30 |
| ROYELLE INC | HOLCOMB'S HIGHWAY HOMES LT 15 XC CITY | 1,013.89 |
| ROYELLE INC | BARTZ SUB LT 1 | 1,019.12 |
| MEHRING/DONALD D | SHOVLAIN SECOND SUB LT 3 | 1,452.81 |
| CARPENTER REAL ESTATE INC | HOLCOMB'S HIGHWAY HOMES S 52' LT 19 & N 1' LT 20 | 489.33 |
| CARPENTER REAL ESTATE INC | HOLCOMB'S HIGHWAY HOMES S 108' LT 20 XC CITY | 1,019.36 |
| KERSHNER PROPERTIES, LLC | HOLCOMB'S HIGHWAY HOMES N 60' LT 22 XC CITY | 553.94 |
| HOLIDAY PLAZA LLC | HOLCOMB'S HIGHWAY HOMES LT 21 XC CITY | 1,019.36 |
| DA-LY PROPERTIES LLC | HOLCOMB'S HIGHWAY HOMES N 12' LT 24 XC CITY & S 98' LT 23 XC CITY | 1,028.54 |
| ROEBUCK ENTERPRISES LLC | HOLCOMB'S HIGHWAY HOMES S 49' LT 22 & N 11' LT 23 XC CITY | 560.99 |
| LLAMAS JR/MOISES | HOLCOMB'S HIGHWAY HOMES ADDITION S 97' LT 24 XC CITY & N 38' LT 26~ XC CITY & ALL 25 XC CITY~ | 2,280.88 |
| DEGAN LOCUST LLC | HOLCOMB'S HIGHWAY HOMES N 79' LT 27 XC CITY & S 71' LT 26 XC CITY | 1,403.17 |
| SOUTH POINT DEVELOPMENT, LLC | MATTHEWS SUB PT LT 25 XC CITY | 2,531.63 |
| KAY ENTERPRISES GRAND ISLAND LLC | GARRISON SUB LT 1 XC CITY | 2,124.68 |
| CITY OF GRAND ISLAND | MIL-NIC SECOND SUB TO THE CITY OF GRAND ISLAND LT 1 | 1,113.70 |

ORDINANCE NO. 9786 (cont.)

| | | |
|---|---|----------|
| CALM NIGHTS LLC | MIL-NIC SECOND SUB LT 2 | 2,558.06 |
| PAULSEN AND SONS INC | ROUSH'S PLEASANTVILLE TERRACE SUB LTS 1 & 28 XC CITY & ALL LTS 2-3- 26-27 | 1,870.53 |
| MEHRING/DONALD D | SHOVLAIN SECOND SUB LT 2 | 1,122.25 |
| CARPENTER/REX E & JONADYNE A | WOODLAND FIRST SUB LT 1 200' X 400' XC CITY | 1,912.54 |
| CARPENTER/REX E & JONADYNE A | WOODLAND FIRST SUB LT 2 200' X 400' XC CITY | 1,870.41 |
| VISIONCOMM VENDING INC | WOODLAND FIRST SUB LT 3 XC CITY | 1,870.62 |
| OBERG/DANNY K | WOODLAND FIRST SUB LT 4 XC CITY | 1,861.06 |
| BOURKE/JEFFREY T & KARI K | WOODLAND FIRST SUB LT 5 XC CITY | 1,870.62 |
| RASMUSSEN JR/RICHARD S | WOODLAND FIRST SUB N 50' OF E 260' LT 6 XC CITY | 466.14 |
| PAM'S RENTALS LLC | WOODLAND FIRST SUB S 126' OF E 260' LT 6 XC CITY | 1,184.02 |
| ALPHA CORP | WOODLAND FIRST SUB E 260' LT 8 XC CITY | 1,962.04 |
| SOUTHEAST CROSSINGS LLC | WOODLAND SECOND SUB LT 11 XC CITY | 5,099.43 |
| BOSSELMAN INC | WOODLAND SECOND SUB LT 8 | 1,399.91 |
| CARPENTER REAL ESTATE INC | WOODLAND SECOND SUB LT 9 | 1,402.52 |
| LAUB-OTTO, LLC | WOODLAND SECOND SUB LT 10 | 1,480.69 |
| RASMUSSEN JR/RICHARD S | WOODLAND THIRD SUB LT 1 XC N 25' OF E 260' XC CITY | 700.55 |
| DJ & DK PROPERTIES LLC | WOODLAND THIRD SUB N 25' OF E 260' LT 1 XC CITY & LT 2 XC CITY | 1,168.08 |
| ALLEN/TAMARA J & JOHN L | WOODRIDGE SOUTH SUB LT 1 XC CITY | 2,359.67 |
| DEGAN LOCUST LLC | WOODRIDGE SOUTH SUB LT 2 XC CITY | 1,013.83 |
| SOUTH POINTE DEVELOPMENT LLC | SOUTH POINTE SUB LT 1 | 2,314.20 |
| SARASWATI LLC | MISCELLANEOUS TRACTS 27-11-9 PT N 1/2 SW 1/4 SW 1/4 3.03 A | 4,695.37 |
| PLATTE VALLEY STATE BANK & | EQUESTRIAN MEADOWS SUB LT 1 | 1,666.58 |
| COMMUNITY REDEVELOPMENT AUTHORITY | DESERT ROSE SUB PT LT 1 XC CITY | 3,945.26 |

ORDINANCE NO. 9786 (cont.)

| | | |
|-----------------------------------|--|-----------|
| ROBB/THEODORE J | MISCELLANEOUS TRACTS 27-11-9 PT NW 1/4 SW 1/4 XC CITY 5.08 AC | 3,144.68 |
| RIGI HOSPITALITY LLC | MISCELLANEOUS TRACTS 27-11-9 PT NW 1/4 SW 1/4 PT LT 4 ISLAND XC CITY 4.85 AC | 3,008.71 |
| LLAMAS/MOISES & OLIVIA | KNOX SUB LOT 1 XC CITY | 1,310.86 |
| ALL FAITHS FUNERAL HOME LLC | MISCELLANEOUS TRACTS 27-11-9 PT NW 1/4 NW 1/4 SW 1/4 2.34 AC | 2,260.77 |
| PHARMACY PROPERTIES LLC | EQUESTRIAN MEADOWS SUB LT 2 | 1,355.70 |
| WILLIS/RONALD J & LORI D | MISCELLANEOUS TRACTS 28-11-9 PT NE 1/4 NE 1/4 XC CITY .445 AC | 934.96 |
| ROBB/MASON D | KNOX THIRD SUB LT 2 XC CITY | 1,226.21 |
| ROBB/TED | KNOX THIRD SUB LT 3 XC CITY | 719.91 |
| O'REILLY AUTO ENTERPRISES, LLC | RUNZA SUB LT 2 XC CITY | 1,455.18 |
| ROBB/MASON D | KNOX THIRD SUB LT 1 XC CITY | 1,433.37 |
| FAULKNER/MARK A & SUZANNE G | EQUESTRIAN MEADOWS SUB LT 3 | 1,721.90 |
| HERITAGE HOSPITALITY INC | VANOSDALL SUB LT 1 | 827.26 |
| VANOSDALL/DELVIN WAYNE | VANOSDALL SUB LT 2 | 663.43 |
| | | 93,232.82 |

SECTION 2. The special tax shall become delinquent in fifty (50) days from date of this levy; the entire amount so assessed and levied against each lot or tract may be paid within fifty (50) days from the date of this levy without interest and the lien of special tax thereby satisfied and released. After the same shall become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereon.

SECTION 3. The city treasurer of the City of Grand Island, Nebraska, is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "South Locust Business Improvement District".

ORDINANCE NO. 9786 (cont.)

SECTION 5. Any provision of the Grand Island City Code, any ordinance, or part of an ordinance in conflict herewith is hereby repealed.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication, in pamphlet form, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: September 8, 2020.

Mike Paulick, Council President

Attest:

Aaron Schmid, Acting City Clerk



City of Grand Island

Tuesday, September 8, 2020

Council Session

Item G-1

Approving Minutes of August 25, 2020 City Council Regular Meeting.

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

August 25, 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 25, 2020. Notice of the meeting was given in *The Grand Island Independent* on August 19, 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, Chuck Haase and Jeremy Jones. 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.

PUBLIC HEARINGS:

Public Hearing on Request on Amendment to the Redevelopment Plan for CRA No. 25 located at 6060 W. Old Potash Highway (J & L Westward Enterprises). Regional Planning Director Chad Nabity reported in 2017, City Council declared property CRA Area #25 as blighted and substandard. The redevelopment plan proposes to authorize the use of Tax Increment Financing (TIF) for the acquisition of property and redevelopment of the property. J & L Westward Enterprises LLC owns property in this area and is proposing to develop an expansion of Webb Cutting Tools, a Grand Island Company at the Cornhusker Army Ammunition Plant. The redevelopment plan specifies that the TIF will be used to offset allowed costs for acquisition of the property. Estimated expenses are at over \$360,000 for identified expenses eligible for tax increment financing. The bond for this project would be issued for a period of 15 years and the expected TIF proceeds for the 15 year period of \$359,625. Staff recommended approval. Ron Depue, 308 North Locust Street and Neil Niedfelt, President of the Southern Power District spoke in support. No further public testimony was heard.

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). Public Works Director John Collins reported that the Old Potash Highway Roadway Improvements; Project No. 2019-P-1 was for improvements to Old Potash Highway, as well as intersecting roadways from North Road to Webb Road. This plan included 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 were needed to allow the corridor to safely handle the ever increasing traffic in this area. The property owners had signed the necessary documents to grant the property. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Public Easements for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (R & D Investments, LLC- 120 Diers Avenue). Public Works Director John Collins reported that the Old Potash Highway Roadway Improvements; Project No. 2019-P-1 was improvements to Old Potash Highway, as well as intersecting roadways from North Road to Webb Road. The plan included 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 Old Potash Highway corridor. Improvements were needed to allow the corridor to safely handle the ever increasing traffic in this area. The property owners had signed the necessary documents to grant the property. Engineering staff of the Public Works Department negotiated with the property owner for such purchase. Staff recommended approval. No public testimony was heard.

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). Public Works Director John Collins reported that the Old Potash Highway Improvements; Project No. 2019-P-1 was for improvements to Old Potash Highway, as well as intersecting roadways from North Road to Webb Road. The plan included 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 were needed to allow the corridor to safely handle the ever increasing traffic in this area. Public right-of-way and easements were needed to accommodate the roadway improvements along Old Potash Highway. Negotiations were conducted with the property owner. 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 amount offered and the condemnation amount was \$43,200.00 Staff recommended approval. No public testimony was heard.

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

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

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

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.

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

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

#2020-195 - Approving Purchase of 2020 1/2 Ton Transit Van for Police Department on State Contract with Anderson Auto Group of Lincoln, Nebraska in an Amount of \$24,096.00.

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

#2020-197 - Approving Annual Agreement for Financial Software Licensing and Support Tyler Technologies, Inc. in an Amount of \$214,137.38.

#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).

#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).

#2020-200 - 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).

#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).

#2020-202 - Approving Certificate of Final Completion for Diffuser Replacement; Project No. 2020-WWTP-3 with JCI Industries, Inc. of Lincoln, Nebraska.

#2020-203 - Approving Award of Proposal for Permitting Software and Implementation with Carahsoft Technology Corporation of Reston, Virginia in an Amount of \$77,851.62 for the first year and \$49,438.62 annually for years 2-5.

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

RESOLUTIONS:

#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 was related to the aforementioned Public Hearing.

Motion by Nickerson, second by Hehnke to approve Resolution #2020-205. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Hehnke to approve the payment of claims for the period of August 12, 2020 through August 25, 2020 for a total amount of \$6,715,888.91. Upon roll call vote, all voted aye. Motion adopted.

SPECIAL ITEMS:

CRA Budget Presentation. Regional Planning Director Chad Nabity presented the budget for the Community Redevelopment Authority (CRA) for 2020-2021. Reviewed were the following:

- Blighted and Substandard Areas. There are 30 designated Blighted and Substandard Areas within the Grand Island City Limits. The City has authority to designate up to 35% of the community a blighted and substandard. Presently 22.76% of the City had been designated blighted and substandard. Council 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 2018 and does not appear there was any traction on that study.
- CRA Mission. The CRA was charged with taking action in specified areas of the community to assist in the prevention and inhibit physical deterioration (blighted and substandard conditions) thereby enhancing property values and creating incentives for private investment.
- Fiscal Resources. The CRA was 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 was requesting the same amount of funding as was approved last year. At this point it was based on the certified valuation for 2020 the levy would be 0.02056 per \$100 valuation. The CRA was allowed a levy of up to 0.026.
- Program Funding. The CRA had 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 was as follow:
 - Façade Development: For the façade development program \$200,000 had 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 was anticipated that all three of these projects would be completed and the grants paid prior to the end of September 2020. Currently 1 project was in line for the 2021 fiscal year. No projects would be approved until after the budget was finalized. This program had been used extensively in the Downtown part of Redevelopment Area #1 but had also been used in Areas #2 and #6. It was only available in those areas that had 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 had committed to transfer \$200,000 a year to Farm Progress for 10 years beginning in November 2018. The City had 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 would continue to hold at least a three day event on site for the next 20 years or be subject to repayment penalties. This would be extended an additional year per the redevelopment contract due to the fact that Farm Progress was not holding a show during the 2020 year. This was the third of ten scheduled payments.

- TIF Payments: The largest portion of the CRA Budget was the payments on the TIF Bonds. These payments were funded by the tax increment created by each project. Accounts were set up by the finance department after the first payment was received from the treasurer. It was expected that the CRA would make TIF payments totaling around \$4,100,000 on all projects. 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 were 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 would be paid off during the 20-21 tax year.
- Other projects: In the blighted and substandard areas \$200,000 had been reserved for other projects. The CRA assisted in the development of property in northeast Grand Island as part of the Starostka's Fifth Street project. A grant of over \$111,000 was approved in August to pay for sewer and assessments 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 would 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 had 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.

Jay Vavricek, 2729 Brentwood Boulevard spoke in support and requested the Council to restore the tax asking dollar to 0.026 to encourage businesses to Grand Island. Mr. Nabity answered questions regarding the façade projects. He also mentioned several bills that had passed by the Legislature.

General FY 2020/2021 Budget Discussion.

Finance Director Patrick Brown presented an update on the FY2020-2021 Budgets current status. Mentioned was the revenue forecast models of prior years were no longer relevant. The 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 Sales Tax Revenues had been higher than anticipated. May through August Sales Tax receipts were down 8.6% compared to last year. August Sales Tax receipts were only down 1%. Forecasted revenues for FY2020 would be approximately 1.5% or \$567,000 lower than budgeted revenues for FY2020.

Mr. Brown stated with the reduction of spending and with temporarily closing the Library and workforce reduction by 5.5 FTE's, Golf Course, Heartland Shooting Park, Island Oasis, limited Lincoln Pool attendance, and other various programs cancelled for the year, the General Fund estimated savings in expenses of \$1.5 million for FY2020.

The cash reserve percentage was forecasted at 42% with an estimated increase in cash in bank of \$1.0 million.

Mr. Brown stated going into FY2021 budget, the City was forecasting a reduction in Sales Tax revenues of 15% and reductions in Fees and Services. Department Directors were asked to reduce their operating expenses as well. Property Tax valuations for tax year 2020 increased 5.42% from \$3,231,585,947 to \$3,406,720,662. Also mentioned was not transferring \$250,000.00 of KENO funds to General Fund. Sales Tax revenues were forecasted for a 15% reduction in FY2021 but had been updated to a reduction of 11%. At the end of FY2021, the estimated cash reserves would be 36.5%.

Discussion was held concerning the amount in cash reserves.

Jay Vavricek, 2729 Brentwood Boulevard commented and asked questions about the valuation, mill levy, affordable care act funds, KENO funds, and Grand Generation funding.

ADJOURNMENT: The meeting was adjourned at 8:38 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, September 8, 2020

Council Session

Item G-2

#2020-206 - Approving Keno Satellite Location and Agreement for Spirit in the Sky, LLC dba 40 North Tap & Grille, 520 West 3rd Street

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: September 8, 2020

Subject: Approving Keno Satellite Location and Agreement for Spirit in the Sky, LLC dba 40 North Tap & Grille, 520 West 3rd Street

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

Spirit in the Sky, LLC dba 40 North Tap & Grille, 520 West 3rd Street has submitted a request for approval of a satellite location at the premises of 40 North Tap & Grille, 520 West 3rd Street. Approval of the Satellite Agreement between Spirit in the Sky, 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 Spirit in the Sky, LLC dba 40 North Tap & Grille, 520 West 3rd Street.

Sample Motion

Move to approve the request for a Keno Satellite Location and Agreement for Spirit in the Sky, LLC dba 40 North Tap & Grille, 520 West 3rd Street.

SATELLITE AGREEMENT

THIS SATELLITE AGREEMENT made this 18th day of August,
by and between FONNER KENO, INC., a Nebraska corporation,
(hereinafter referred to as "Contractor") and Spirit in the Sky LLC
(hereinafter referred to as "Satellite Owner"). dba 40 North Tap + Grille

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 23rd 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 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 keno-type 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 hereunder, 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.

Exhibit "A"

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

Premises of:

40 North Tap + Grille
520 W. 3rd Street
Grand Island, Ne.
68801

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

Joseph J. Vavricek
2729 Brentwood Blvd.
Grand Island, Ne.
68801

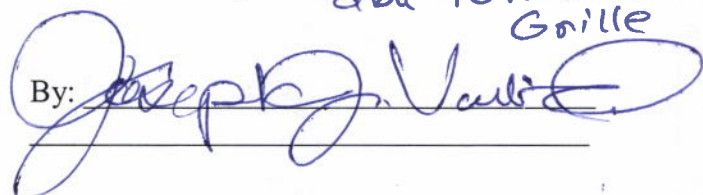
49. The Satellite Owner acknowledges and agrees that it is not an employee of, or joint venture or partner with, the Contractor. This Satellite Agreement does not give rise for any claim, loss or damages against the Contractor in the event of the termination of the Satellite Agreement, or in the event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

By:  8.19.2020

"Contractor"

Spirit in the Sky LLC
A Nebraska Corporation dba 40 North Tap +
Grille
By: 

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 40 North Tap + Grille
520 W 3rd St 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 23rd 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 12/31/2020 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 Agreement.

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.

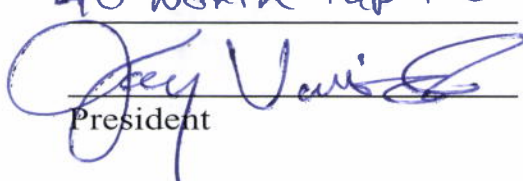
15. The undersigned will not transfer, sell, assign, grant or convey this Option to any other person or entity.

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 12th day of August 2020

40 North Tap + Grille

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.

DATED this 11 day of August, 2020

FONNER KENO, INC., A Nebraska
Corporation

By 
CHRIS KOWALAK CEO

Spirit in the Sky LLC

DBA: 40 North Tap + Grille

520 W 3rd St

Grand Island, Ne 68801

August 10, 2020

Kim Dugan

Hall County Keno Administrator

121 South Pine Street

Grand Island, NE 68801

Re: Keno Application

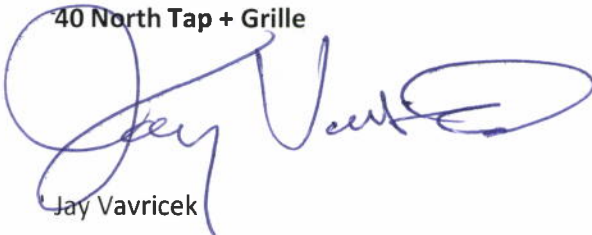
Dear Kim:

This letter is to advise you and the County Board, of a Security Plan that has been discussed between Jay Vavricek, Owner 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.

Sincerely,

40 North Tap + Grille



Jay Vavricek

Owner

APPLICATION FOR HALL COUNTY KENO SALES OUTLET APPROVAL

1. Business name and location of proposed sales outlet location: 40 North
Tap + Grille 520 W. 3rd St. Grand Island, Ne.

2. Address of proposed sales outlet location: 520 W. 3rd Street.

3. Applicant's name: Joseph J. Vavricek

4. Applicant is: ☐ individual/sole proprietorship; ☐ partnership; ☒ corporation (check one) LLC

5. Provide below the name, address, and date of birth of the applicant individually, or in the case of a business entity, of all officer, director, employee, or limited liability company member of the applicant (other than an employee whose duties are purely ministerial in nature), and state the nature of each person's ownership interest. (Attach additional sheets if necessary):

Joseph J. Vavricek. managing member
Spirit in the Sky LLC.
100% ownership.
2729 Brentwood Blvd.
Grand Island, Ne. 68801
Birthdate 10-13-53

6. Provide below the name, address, and date of birth of the person or persons who will be in charge of the day-to-day operations of the keno lottery at the sales outlet location:

Jordan T. Narber
2905 Bearing Pointe
Grand Island, Ne. 68803
DOB 12-31-94

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:

Jordan T. Narber 2905 Bearing Pointe.
Grand Island, Ne. 68803 DOB 12-31-94
Kenny Aerni 304 John St. Marquette, Ne. 68854
DOB. 11-28-63.
Trisha Thies 1903 W. 16th St. Grand Island, Ne.
68803 DOB. 2-20-80
Katie Hibbs 2503 W. Koenig St. Grand Island,
Ne. 68803 DOB. 3-14-82

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.

10. 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) delinquent in the payment of any county, state or federal taxes? no. If yes, state the type and amount of each delinquency and explain the reason for the delinquency.

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;
- c) 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 nolo 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 or 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, consultant or building inspector who has surveyed the facility for compliance.

14. Seating capacity of sales outlet location: 292

15. Parking capacity of sales outlet location: off street parking

Date: 8-19-20

Signature: Joseph J. Vautour

Title: managing member.

Phone: (308) 380-4913

Permit # 171801819

Date: 08-01-2019

Certificate of Occupancy

City of Grand Island, Nebraska

Department of Building Inspection

This Certificate issued pursuant to the requirements of the 2015 I.R.C. and I.B.C. certifying that at the time of issuance this structure was in compliance with the various ordinances of the City regulating building construction or use. For the following:

Address: 520 W 3rd St

Legal Description: Lt 5 Blk 59 Original Town

Owner: 40 North Tap & Grill General Contractor: Jim Narber

Type: VB Fire Sprinkler: Yes Group: A2 Electrical Contractor: Middleton Electric

Zone: B3 Occupancy Load: 292 Plumbing Contractor: O'Hara Plumbing

Mechanical Contractor: Jerry's Sheet Metal

Craig A. Lewis
Building Official - Craig A. Lewis



Occupancy Use Permit

Grand Island Fire Department

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

PERMIT TYPE: Assembly Within Building

08/28/2019 -

Business Name 40 North Tap & Grille
Address: 520 W 3rd St
Grand Island, NE 68801

Emergency Contact: Jay Vavricek

P-fhotz-19-0142

Permit Number

133

Occupant Load

Sports Bar North End of Building

Hotz, Fred

Inspector

Fred Hotz
Issuing Official Signature

RESOLUTION #20- 158

**A RESOLUTION APPROVING SPIRIT IN THE SKY LLC,
DBA 40 NORTH TAP & GRILLE
AS A KENO SALES OUTLET LOCATION**

WHEREAS, Spirit In The Sky LLC, DBA 40 North Tap & Grille, 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 520 W 3rd Street, 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 520 W 3rd Street, Grand Island, Nebraska, consistent with the Lottery Operator Agreement between Hall County and Fonner Keno, Inc., is hereby approved.

Resolution moved by Commissioner Gary Quandt.

Seconded by Commissioner Karen Bredthauer

Vote:

| | | | | |
|--------------------------|---|----------------------------------|------------------------------------|--------------------------------------|
| Commissioner Bredthauer: | For <input checked="" type="checkbox"/> | Against <input type="checkbox"/> | Abstained <input type="checkbox"/> | Not Present <input type="checkbox"/> |
| Commissioner Hartman: | For <input checked="" type="checkbox"/> | Against <input type="checkbox"/> | Abstained <input type="checkbox"/> | Not Present <input type="checkbox"/> |
| Commissioner Hurst: | For <input checked="" type="checkbox"/> | Against <input type="checkbox"/> | Abstained <input type="checkbox"/> | Not Present <input type="checkbox"/> |
| Commissioner Lancaster: | For <input checked="" type="checkbox"/> | Against <input type="checkbox"/> | Abstained <input type="checkbox"/> | Not Present <input type="checkbox"/> |
| Commissioner Peterson: | For <input checked="" type="checkbox"/> | Against <input type="checkbox"/> | Abstained <input type="checkbox"/> | Not Present <input type="checkbox"/> |
| Commissioner Quandt: | For <input checked="" type="checkbox"/> | Against <input type="checkbox"/> | Abstained <input type="checkbox"/> | Not Present <input type="checkbox"/> |
| Commissioner Richardson: | For <input checked="" type="checkbox"/> | Against <input type="checkbox"/> | Abstained <input type="checkbox"/> | Not Present <input type="checkbox"/> |

PASSED AND ADOPTED THIS 15 day of August, 2020.

HALL COUNTY BOARD OF COMMISSIONERS

Pamela E. Lancaster
Pamela E. Lancaster, Board Chair

Marla J. Conley
Marla J. Conley, Hall County Clerk

RESOLUTION 2020-206

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 520 West 3rd Street in Grand Island, Nebraska, operated by Spirit in the Sky, LLC dba 40 North Tap & Grille, a Nebraska corporation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Spirit in the Sky, LLC dba 40 North Tap & Grille, a Nebraska corporation, located at 520 West 3rd Street, 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, September 8, 2020.

Mike Paulick, Council President

Attest:

Aaron Schmid, Acting City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| October 23, 2020 | ☐ City Attorney |



City of Grand Island

Tuesday, September 8, 2020

Council Session

Item G-3

#2020-207 - Approving Acquisition of Utility Easement - 2240 & 2244 North Webb Road - Grand Island Joint Venture, LLC

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2020-207

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

WHEREAS, a public hearing was held on September 8, 2020, for the purpose of discussing the proposed acquisition of utility easement located through a part of Lot One (1), Lot Two (2), and Outlot A, Grand Island Mall Eighteenth Subdivision, in the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

The southerly sixteen (16.0) feet and the easterly sixteen (16.0) feet of Lot One (1), and the southerly twenty-five (25.0) feet of the easterly sixteen (16.0) feet of Lot Two (2), and the southerly sixteen (16.0) feet of Outlot A, Grand Island Mall Eighteenth Subdivision, in the City of Grand Island, Hall County, Nebraska.

The above-described easement and right-of-way containing a total of .17 acres, more or less as shown on the plat dated 5/8/2020, marked Exhibit "A", attached hereto and incorporated herein by reference.

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

- - -

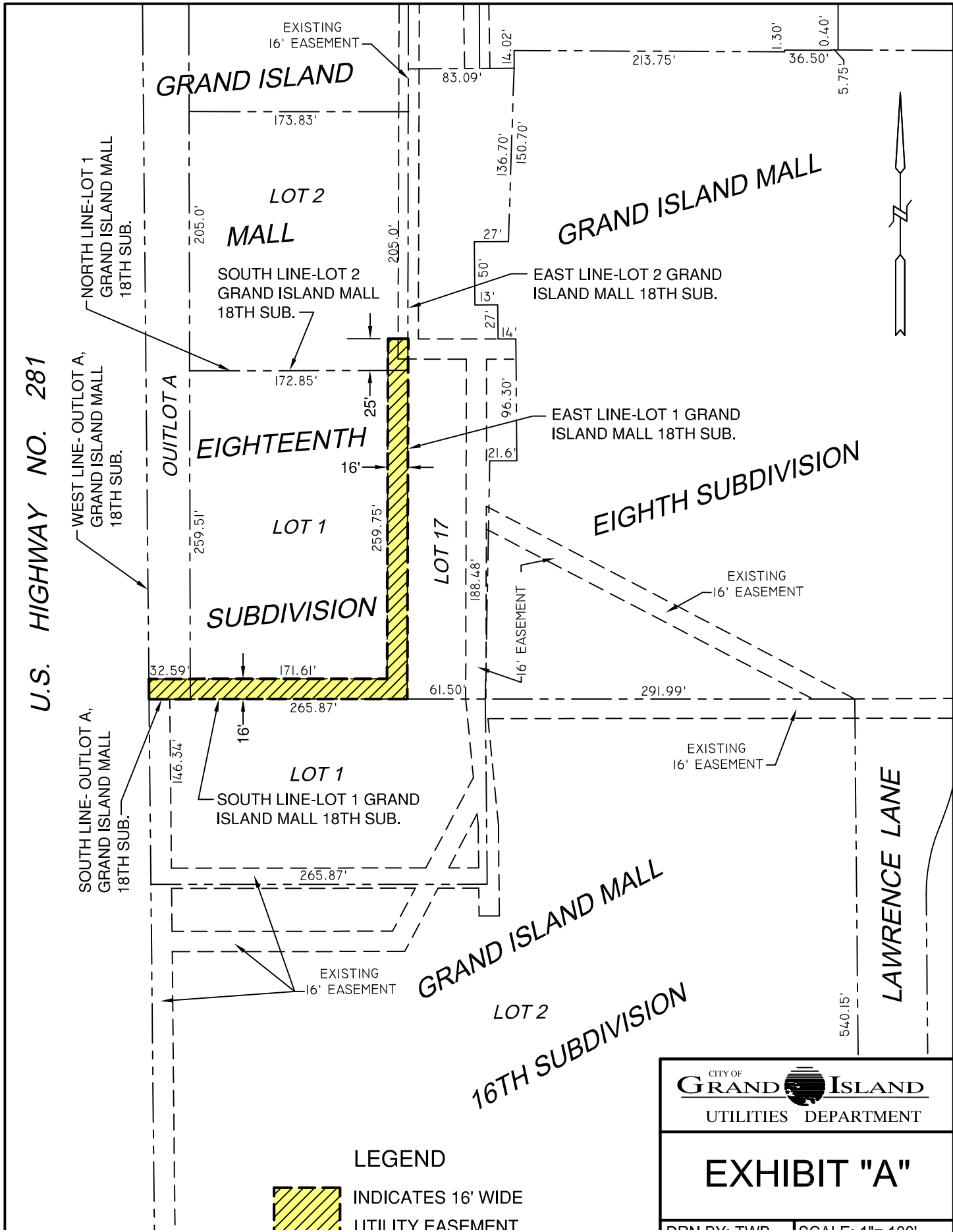
Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2020.

Mike Paulick, Council President

Attest:

Aaron Schmid, Acting City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| October 23, 2020 | ☐ City Attorney |





City of Grand Island

Tuesday, September 8, 2020

Council Session

Item G-4

**#2020-208 - Approving Bid Award - Boiler Scaffolding at Platte
Generating Station**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: September 8, 2020

Subject: Boiler Scaffolding

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

Background

The turbine generator receives boiler inspections during the fall outage at Platte Generating Station. The fall outage is currently scheduled for October 19 through November 19, 2020, during which time inspection and maintenance on the boiler will be performed. To conduct the maintenance on the boiler and maintenance on other areas of the plant, scaffolding needs to be erected to reach and repair these areas safely. Plant staff developed the specifications issued for bids covering this scope of work.

Discussion

The specification for the Boiler Scaffolding was advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on August 20, 2020. The engineer's estimate for this project was \$130,000.00.

| Bidder | Base Bid | Adjusted Bid Price |
|--|--------------|--------------------|
| BrandSafway Industries, LLC Kansas City, Kansas | \$ 53,661.86 | \$ 64,893.86 |
| HTH Companies, Inc. Union, Missouri | \$ 54,500.00 | \$ 61,460.00 |

The bids were reviewed by utility staff and evaluated for the firm bid items and then time for an additional 80 labor hours for smaller scaffolding projects that will need to be erected during the outage. The bid from BrandSafway Industries, LLC, has a lower firm bid for the three areas that were firm bid, but for the quoted 80 hours of additional work, their labor rates were higher.

The bid from HTH Companies, Inc., in the amount of \$54,500.00 plus the additional 80 hours of labor in the amount of \$6,960.00 totals \$61,460.00. The bid was found to be compliant with the specification and less than the engineer's estimate.

Alternatives

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

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

Recommendation

City Administration recommends that Council award the Contract for Boiler Scaffolding to HTH Companies, Inc., of Union, Missouri, as the low responsive bidder, with the bid in the amount of \$61,460.00.

Sample Motion

Move to approve the bid of \$61,460.00 from HTH Companies, Inc., for the Boiler Scaffolding at Platte Generating Station.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 20, 2020 at 2:00 p.m.
FOR: Boiler Scaffolding
DEPARTMENT: Utilities
ESTIMATE: \$130,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: August 5, 2020
NO. POTENTIAL BIDDERS: 5

SUMMARY

Bidder: BrandSafway Industries, LLC
Kansas City, KS
Bid Security: RLI Insurance Company
Exceptions: Noted

| Bid Price: | <u>Boiler</u> | <u>Dewatering Bins</u> | <u>SDA Dampers</u> |
|-------------------|----------------------|-------------------------------|---------------------------|
| Material: | \$ 3,060.00 | \$1,172.00 | \$ 2,279.00 |
| Labor: | \$23,573.00 | \$2,279.00 | \$17,555.00 |
| Sales Tax: | <u>\$ 1,997.48</u> | <u>\$ 258.83</u> | <u>\$ 1,487.55</u> |
| Total Bid: | \$28,630.48 | \$3,709.83 | \$21,321.55 |
| Total: | \$53,661.86 | | |

Bidder: hth companies, inc.
Union, MO
Bid Security: Travelers Casualty & Surety Co.
Exceptions: None

| Bid Price: | <u>Boiler</u> | <u>Dewatering Bins</u> | <u>SDA Dampers</u> |
|-------------------|----------------------|-------------------------------|---------------------------|
| Material: | \$ 5,000.00 | \$ 500.00 | \$ 2,800.00 |
| Labor: | \$25,000.00 | \$3,000.00 | \$14,400.00 |
| Sales Tax: | <u>\$ 2,250.00</u> | <u>\$ 250.00</u> | <u>\$ 1,300.00</u> |
| Total Bid: | \$32,250.00 | \$3,750.00 | \$18,500.00 |
| Total: | \$54,500.00 | | |

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

Pat Gericke, Admin. Asst. Utilities
Patrick Brown, Finance Director
Mike Steinke, Maintenance Supervisor

P2220



Working Together for a
Better Tomorrow. Today.

BID SPECIFICATION PACKAGE

for

BOILER SCAFFOLDING

C 129440

Bid Opening Date/Time

Thursday, August 20, 2020 at 2:00 p.m.
City of Grand Island, City Hall
100 East 1st Street, P.O. Box 1968
Grand Island, NE 68802-1968

Contact Information

Mike Steinke, Maintenance Supervisor
City of Grand Island – Utilities Department
Platte Generating Station
308/385-5496

Date issued:
Wednesday, August 3, 2020

**ADVERTISEMENT TO BIDDERS
FOR
BOILER SCAFFOLDING
FOR
CITY OF GRAND ISLAND, NEBRASKA**

Sealed bids for Boiler Scaffolding will be received at the office of the City Clerk, 100 E. First Street, P.O. Box 1968, Grand Island, Nebraska 68802, until **Thursday, August 20, 2020 at 2:00 p.m. local time**, FOB the City of Grand Island, freight prepaid. Bids will be publicly opened at this time in the Grand Island City Hall City Clerk's Office located on 1st floor of City Hall. **Submit an original and three copies if submitting by mail.** Bid package and any Addendas are also available on-line at www.grand-island.com under Business-Bids and Request for Proposals-Bid Calendar under the bid opening date. Bidding documents, plans and specifications for use in preparing bids may be downloaded from the QuestCDN website www.QuestCDN.com for a \$30.00 fee. Submitting through QuestCDN requires one original document of the bid to be uploaded. **Bids received after the specified time will not be considered.**

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

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

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

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

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

RaNae Edwards, City Clerk

Advertised

BOILER SCAFFOLDING BID DATA FORM

The undersigned Bidder, having examined all specifications and other bidding documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to the specified materials and equipment, hereby proposes to provide all necessary materials, labor, equipment and supervision to scaffold the Boiler, Spray Dry Absorber dampers, and Bottom Ash Dewatering bins at the Platte Generating Station during the maintenance outage in the fall of 2020, FOB the City of Grand Island, freight prepaid, at the following price:

EXTENDED COST

Total Bid \$ _____

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

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

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

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

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

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

End of Bid Data Form for Boiler Scaffolding

CHECKLIST FOR BID SUBMISSION

FOR

BOILER SCAFFOLDING

Bids must be received by the City Clerk before 2:00 p.m. on Thursday, August 20, 2020.

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

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

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

INSTRUCTIONS TO BIDDERS

1. GENERAL INFORMATION.

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

2. TYPE OF BID.

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

3. PREPARATION OF BIDS.

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

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

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

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

4. SUBMISSION OF BIDS.

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

5. BID SECURITY.

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

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

6. RETURN OF BID SECURITY.

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

7. BASIS OF AWARD.

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

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

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

8. EXECUTION OF CONTRACT.

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

9. PERFORMANCE AND PAYMENT BONDS.

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

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

10. TIME OF COMPLETION.

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

11. GRATUITIES AND KICKBACKS.

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

12. FISCAL YEAR.

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

CONTRACT AGREEMENT

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

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for BOILER SCAFFOLDING; and

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

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

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

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

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

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

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

The total cost of the Contract includes:

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

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

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

ARTICLE V. That the Contractor shall start work as soon as possible after the Contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. Platte Generating Station, and complete the work on or before **November 17, 2020**.

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

ARTICLE VII. Gratuities and kickbacks: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be

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

[SUCCESSFUL BIDDER]

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date _____
Mayor

Attest: _____
City Clerk

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

Attorney for the City

Date

DRAFT

REQUEST FOR BIDS - GENERAL SPECIFICATIONS

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

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

Mailed bids shall include the following on the **outside** of the mailing envelope: **"Boiler Scaffolding"**. All bids submitted by mail must include **an original and three copies** of the bid. The bid specification and on-line bidding forms are also available at <http://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar> under the bid opening date and "Click here for bid document link" through QuestCDN for a \$30.00 fee. If submitting through QuestCDN, **one** original document of the bid is required to be uploaded. No verbal bids will be considered. All sealed bids are due no later than Thursday, **August 20, 2020 at 2:00 p.m. local time.** to:

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

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

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

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

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

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

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

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

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

All bids must be on the bid form and must be signed and dated to be accepted. If exceptions and/or clarifications are noted to the bid, those exceptions must be fully explained on a separate sheet, clearly marked, and included with the Bid. Any changes that are found made to the original bid specification, other than Owner generated Addendums, would result in your bid not being considered. Please contact Mike Steinke at 308-385-5495, for questions concerning this specification.

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BOILER SCAFFOLDING

Detailed Specification

I. **SCOPE:** The Contractor shall supply all necessary material, labor, equipment, and supervision to scaffold the following areas: Boiler, Spray Dry Absorber dampers, and Bottom Ash Dewatering bins. as specified, at the Platte Generating Station during the maintenance outage in the fall of 2020.

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

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

III. **SCHEDULE:** The Platte Generating Station is currently scheduled the Fall Outage for October 19, 2020 through November 19, 2020. It is expected that the boiler and auxiliaries will be removed from service on October 19th, 2020, tagged out, and doors opened. These dates are not guaranteed and remain subject to adjustment based on the needs of the utility.

Access to the boiler may be limited at times during the first week of the outage due to the precipitator and ductwork cleaning. The Contractor shall coordinate all work in advance with the Owner. The boiler will be available to the Contractor once the precipitator and ductwork cleaning are completed on October 25th, 2020.

The Dewatering bins will be available to the contractor once hydro-blast cleaning is completed on October 25th, 2020.

The Turbine area will be available on October 21st, 2020, once the metal has had a chance to cool.

IV. **SCAFFOLDING:** Areas that will require scaffolding include:

- a. **Boiler:** The Contractor shall scaffold to the top of the fuel nozzles to Elevation 1937' to allow for replacement of level "A" fuel nozzles inside the furnace area of the boiler.
- b. **Dewatering Bins:** Scaffolding shall be placed in the dewatering bins to allow for replacement of screens.
- c. **Spray Dry Absorber Dampers:** Scaffolding shall be built to access the lower bearings on the Spray Dry Absorber air inlet dampers.

V. **TIME AND MATERIALS:** Time and Material rates shall be included with the firm quote for the specified areas of scaffolding.

VI. **BID EVALUATION:** Bids will be evaluated on the lowest firm bid and time and material rates.

VII. **QUALIFICATIONS:** The Contractor shall be a firm specializing in the erection of scaffolding in industrial areas and shall be certified in the erection of scaffolding. Inspections of the scaffolding shall be made daily to ensure they are still safe to work from. The Contractor shall be capable of fully performing the work without the assistance of City personnel, except as required for the City to identify specific scaffolding locations. A reference list of projects of similar scope and complexity shall be provided with the bid.

VIII. **FIELD SUPERVISION:** The Contractor shall provide an on-site Superintendent to direct the work. A summary of the experience of the Superintendent proposed for the project shall be provided.

- IX. **SAFETY:** The Contractor shall be responsible for compliance with all safety practices as required by the regulatory agencies governing the Contractor's operations as well as any and all safety requirements of the Contractor's organization. All personnel working on site will be required to participate in the plant's safety orientation prior to performing any work on site at Platte Generating Station and comply with plant safety requirements.

The plant has an equipment lockout/tag out procedure to prevent the unauthorized starting of motors and the unauthorized movement of valves and dampers. The Contractor is required to use the procedure and add its own locks/tags on top of the plant lock/tags if required. *Removal of plant locks/tags is not allowed and is cause for removal from the plant site.*

- X. **SERVICE RATES:** The Contractor shall provide lump sum T&M not-to-exceed pricing for the scope as specified with a breakout of separate lump sum pricing for each of:

- 1 - Firm price for boiler scaffolding including all Mobilization, Demobilization, Tools, Equipment, supplies, PPE, expendables, supervision and project management, overhead, fixed costs and expenses.
- 2 – A Lump sum for dewatering bin scaffolding.
- 3 – A lump sum for the spray dry absorber damper bearings.
- 4 - Provide T&M rate sheets for any additional scaffolding that may be needed during the outage to be completed on November 19th, 2020, including all modifications to the labor crew required during the performance of the work.

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

- XI. **SUBMITTALS REQUIRED:** Contractor shall submit the following documentation for review with the bid:

1. References for at least three (3) projects of a similar scope and for a similar size unit, including a description, name, and phone contact.
2. Superintendent's experience summary.
3. Pricing
4. Firm T&M Unit prices for additions or reductions to the bid labor hours included in the lump sum price, and for any other work added to the project for miscellaneous repairs.
5. Provide all other standard terms and conditions which will be in effect during the project.
6. A copy of your OSHA compliant Confined Space Procedure and Respiratory Protection Procedure.
7. Any exceptions the bidder wishes to take regarding the Owners specifications and contract documents must be submitted **with the bid** and noted on the Bid Data Form.

Time is of the essence in the evaluation of proposals, the execution of contract documents and/or issuance of a Purchase Order for the execution of the work. Submittal of proposals that include terms and conditions unacceptable to the Owner, or that lack the information and clarity required by these specifications may be subject to rejection at the sole discretion of the Owner.

- XII. **SITE CONTACT:** All bidders shall have visited the site prior to bidding to familiarize themselves with site conditions affecting the work. To arrange a site visit or for any questions regarding this specification, contact Mike Steinke at 308-385-5492 or email msteinke@giud.com

XII. INSURANCE: The Contractor shall comply with the attached Insurance Requirements

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

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

XV. Time and Material Accounting: Contractor shall be required to maintain accurate job logs and daily time sheets detailing all work performed and expenses incurred in the same format as the bid detail submittal for T&M work. Daily time sheets shall identify all individuals by name, craft and all hours worked on each portion of the work. Such job logs and time sheets shall accurately account for all man-hours with clear separation and identification of Time, equipment and Material as required accounting for the actual work hours and expenses.

The timesheets/logs shall clearly detail the specific work that was accomplished during the shift. These sheets will be presented to the Owner's representative on a daily basis for review with the Contractor. The Owners representative will sign these documents as a record of receipt and review only. Any corrections that need to be made to such signed documents shall be implemented upon the discovery of the error and both parties shall initial the change made on the form. These records will then serve as record of the work performed and a basis for determining the final billing.

XVI. ATTACHMENTS: The following are attached for reference:

- A. Boiler drawing showing elevations.
- B. Bottom Ash System showing dewatering bins

REQUEST FOR BIDS - SITE CONDITIONS

BOILER SCAFFOLDING

Site Visit: Bidders shall visit the site in order to inform themselves of the conditions under which the work is to be performed, concerning the site of the work, the nature of the existing facilities, the obstacles which may be encountered, the sequence of the work, and all other relevant matters concerning the work to be performed. No extra compensation shall be allowed by reason of the failure of such bidder to fully inform themselves of said site conditions prior to the bidding. The Contractor shall employ, so far as possible, such methods and means in the carrying out of their work as will not cause any interruption or interference with the City's operations and any other contractors.

A site visit may be arranged by contacting Mike Steinke at (308) 385-5496.

Signature of person visiting site: _____

Signature of Utilities personnel witnessing visit: _____

Date of Visit: _____

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MINIMUM INSURANCE REQUIREMENTS
CITY OF GRAND ISLAND, NEBRASKA

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

1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

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

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

2. BUSINESS AUTOMOBILE LIABILITY

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

| | |
|---------------------------------|----------------------------------|
| Bodily Injury & Property Damage | \$ 500,000 Combined Single Limit |
|---------------------------------|----------------------------------|

3. COMPREHENSIVE GENERAL LIABILITY

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

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

4. UMBRELLA LIABILITY INSURANCE

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

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

5. ADDITIONAL REQUIREMENTS

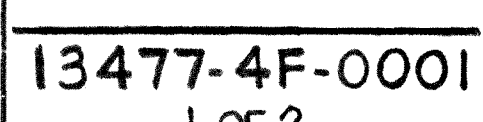
The City may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

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

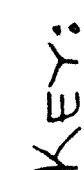
The Bidder shall provide and carry any additional insurance as may be required by special provisions of these specifications.

6. CERTIFICATE OF INSURANCE

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



| |
|--|
| <p>1 11-17-80 R.H. CARROLL DO 06/14</p> <p>ADDED: SUBSTANTIAL LEVELING DOWNS ON 11-17-80, 11-19-80, 11-20-80, 11-21-80, 11-22-80, 11-23-80, 11-24-80, 11-25-80, 11-26-80, 11-27-80, 11-28-80, 11-29-80, 11-30-80, 12-1-80, 12-2-80, 12-3-80, 12-4-80, 12-5-80, 12-6-80, 12-7-80, 12-8-80, 12-9-80, 12-10-80, 12-11-80, 12-12-80, 12-13-80, 12-14-80, 12-15-80, 12-16-80, 12-17-80, 12-18-80, 12-19-80, 12-20-80, 12-21-80, 12-22-80, 12-23-80, 12-24-80, 12-25-80, 12-26-80, 12-27-80, 12-28-80, 12-29-80, 12-30-80, 12-31-80, 1-1-81, 1-2-81, 1-3-81, 1-4-81, 1-5-81, 1-6-81, 1-7-81, 1-8-81, 1-9-81, 1-10-81, 1-11-81, 1-12-81, 1-13-81, 1-14-81, 1-15-81, 1-16-81, 1-17-81, 1-18-81, 1-19-81, 1-20-81, 1-21-81, 1-22-81, 1-23-81, 1-24-81, 1-25-81, 1-26-81, 1-27-81, 1-28-81, 1-29-81, 1-30-81, 1-31-81, 2-1-81, 2-2-81, 2-3-81, 2-4-81, 2-5-81, 2-6-81, 2-7-81, 2-8-81, 2-9-81, 2-10-81, 2-11-81, 2-12-81, 2-13-81, 2-14-81, 2-15-81, 2-16-81, 2-17-81, 2-18-81, 2-19-81, 2-20-81, 2-21-81, 2-22-81, 2-23-81, 2-24-81, 2-25-81, 2-26-81, 2-27-81, 2-28-81, 2-29-81, 2-30-81, 2-31-81, 3-1-81, 3-2-81, 3-3-81, 3-4-81, 3-5-81, 3-6-81, 3-7-81, 3-8-81, 3-9-81, 3-10-81, 3-11-81, 3-12-81, 3-13-81, 3-14-81, 3-15-81, 3-16-81, 3-17-81, 3-18-81, 3-19-81, 3-20-81, 3-21-81, 3-22-81, 3-23-81, 3-24-81, 3-25-81, 3-26-81, 3-27-81, 3-28-81, 3-29-81, 3-30-81, 3-31-81, 4-1-81, 4-2-81, 4-3-81, 4-4-81, 4-5-81, 4-6-81, 4-7-81, 4-8-81, 4-9-81, 4-10-81, 4-11-81, 4-12-81, 4-13-81, 4-14-81, 4-15-81, 4-16-81, 4-17-81, 4-18-81, 4-19-81, 4-20-81, 4-21-81, 4-22-81, 4-23-81, 4-24-81, 4-25-81, 4-26-81, 4-27-81, 4-28-81, 4-29-81, 4-30-81, 4-31-81, 5-1-81, 5-2-81, 5-3-81, 5-4-81, 5-5-81, 5-6-81, 5-7-81, 5-8-81, 5-9-81, 5-10-81, 5-11-81, 5-12-81, 5-13-81, 5-14-81, 5-15-81, 5-16-81, 5-17-81, 5-18-81, 5-19-81, 5-20-81, 5-21-81, 5-22-81, 5-23-81, 5-24-81, 5-25-81, 5-26-81, 5-27-81, 5-28-81, 5-29-81, 5-30-81, 5-31-81, 6-1-81, 6-2-81, 6-3-81, 6-4-81, 6-5-81, 6-6-81, 6-7-81, 6-8-81, 6-9-81, 6-10-81, 6-11-81, 6-12-81, 6-13-81, 6-14-81, 6-15-81, 6-16-81, 6-17-81, 6-18-81, 6-19-81, 6-20-81, 6-21-81, 6-22-81, 6-23-81, 6-24-81, 6-25-81, 6-26-81, 6-27-81, 6-28-81, 6-29-81, 6-30-81, 6-31-81, 7-1-81, 7-2-81, 7-3-81, 7-4-81, 7-5-81, 7-6-81, 7-7-81, 7-8-81, 7-9-81, 7-10-81, 7-11-81, 7-12-81, 7-13-81, 7-14-81, 7-15-81, 7-16-81, 7-17-81, 7-18-81, 7-19-81, 7-20-81, 7-21-81, 7-22-81, 7-23-81, 7-24-81, 7-25-81, 7-26-81, 7-27-81, 7-28-81, 7-29-81, 7-30-81, 7-31-81, 8-1-81, 8-2-81, 8-3-81, 8-4-81, 8-5-81, 8-6-81, 8-7-81, 8-8-81, 8-9-81, 8-10-81, 8-11-81, 8-12-81, 8-13-81, 8-14-81, 8-15-81, 8-16-81, 8-17-81, 8-18-81, 8-19-81, 8-20-81, 8-21-81, 8-22-81, 8-23-81, 8-24-81, 8-25-81, 8-26-81, 8-27-81, 8-28-81, 8-29-81, 8-30-81, 8-31-81, 9-1-81, 9-2-81, 9-3-81, 9-4-81, 9-5-81, 9-6-81, 9-7-81, 9-8-81, 9-9-81, 9-10-81, 9-11-81, 9-12-81, 9-13-81, 9-14-81, 9-15-81, 9-16-81, 9-17-81, 9-18-81, 9-19-81, 9-20-81, 9-21-81, 9-22-81, 9-23-81, 9-24-81, 9-25-81, 9-26-81, 9-27-81, 9-28-81, 9-29-81, 9-30-81, 9-31-81, 10-1-81, 10-2-81, 10-3-81, 10-4-81, 10-5-81, 10-6-81, 10-7-81, 10-8-81, 10-9-81, 10-10-81, 10-11-81, 10-12-81, 10-13-81, 10-14-81, 10-15-81, 10-16-81, 10-17-81, 10-18-81, 10-19-81, 10-20-81, 10-21-81, 10-22-81, 10-23-81, 10-24-81, 10-25-81, 10-26-81, 10-27-81, 10-28-81, 10-29-81, 10-30-81, 10-31-81, 11-1-81, 11-2-81, 11-3-81, 11-4-81, 11-5-81, 11-6-81, 11-7-81, 11-8-81, 11-9-81, 11-10-81, 11-11-81, 11-12-81, 11-13-81, 11-14-81, 11-15-81, 11-16-81, 11-17-81, 11-18-81, 11-19-81, 11-20-81, 11-21-81, 11-22-81, 11-23-81, 11-24-81, 11-25-81, 11-26-81, 11-27-81, 11-28-81, 11-29-81, 11-30-81, 12-1-81, 12-2-81, 12-3-81, 12-4-81, 12-5-81, 12-6-81, 12-7-81, 12-8-81, 12-9-81, 12-10-81, 12-11-81, 12-12-81, 12-13-81, 12-14-81, 12-15-81, 12-16-81, 12-17-81, 12-18-81, 12-19-81, 12-20-81, 12-21-81, 12-22-81, 12-23-81, 12-24-81, 12-25-81, 12-26-81, 12-27-81, 12-28-81, 12-29-81, 12-30-81, 12-31-81, 1-1-82, 1-2-82, 1-3-82, 1-4-82, 1-5-82, 1-6-82, 1-7-82, 1-8-82, 1-9-82, 1-10-82, 1-11-82, 1-12-82, 1-13-82, 1-14-82, 1-15-82, 1-16-82, 1-17-82, 1-18-82, 1-19-82, 1-20-82, 1-21-82, 1-22-82, 1-23-82, 1-24-82, 1-25-82, 1-26-82, 1-27-</p> |
|--|



SECTIONAL SIDE ELEVATION

SOOT BLOWER INFORMATION

DISCUSSION

HEADS.

REFERENCES

4. SOOT BLOWING MEDIUM: STEAM @ 205 PSIG @ 104 F

1. *Chlorophyll a* (Chl *a*)

RIGHT, LEFT, FRONT & REAR

LANCE COOLING DO NOT OPERATE

8. COEFFICIENT OF EXPANSION - $0.6"/FT$

SOOT BLOWER START-UP PRESSURE

PRESSURES LISTED ARE TO BE CONSIDERED AS START-UP

15-111 B-6220

LAKE CITY (ERIE CO.), PA. U.S.A.

POWER GENERATING STATION

C.E. INC. P.O. # 1810500

SOOT BLOWER ARRANGEMENT

PR ~~Exhibit~~ DATE 7-16-76 SCALE $1/4" = 1'-0"$

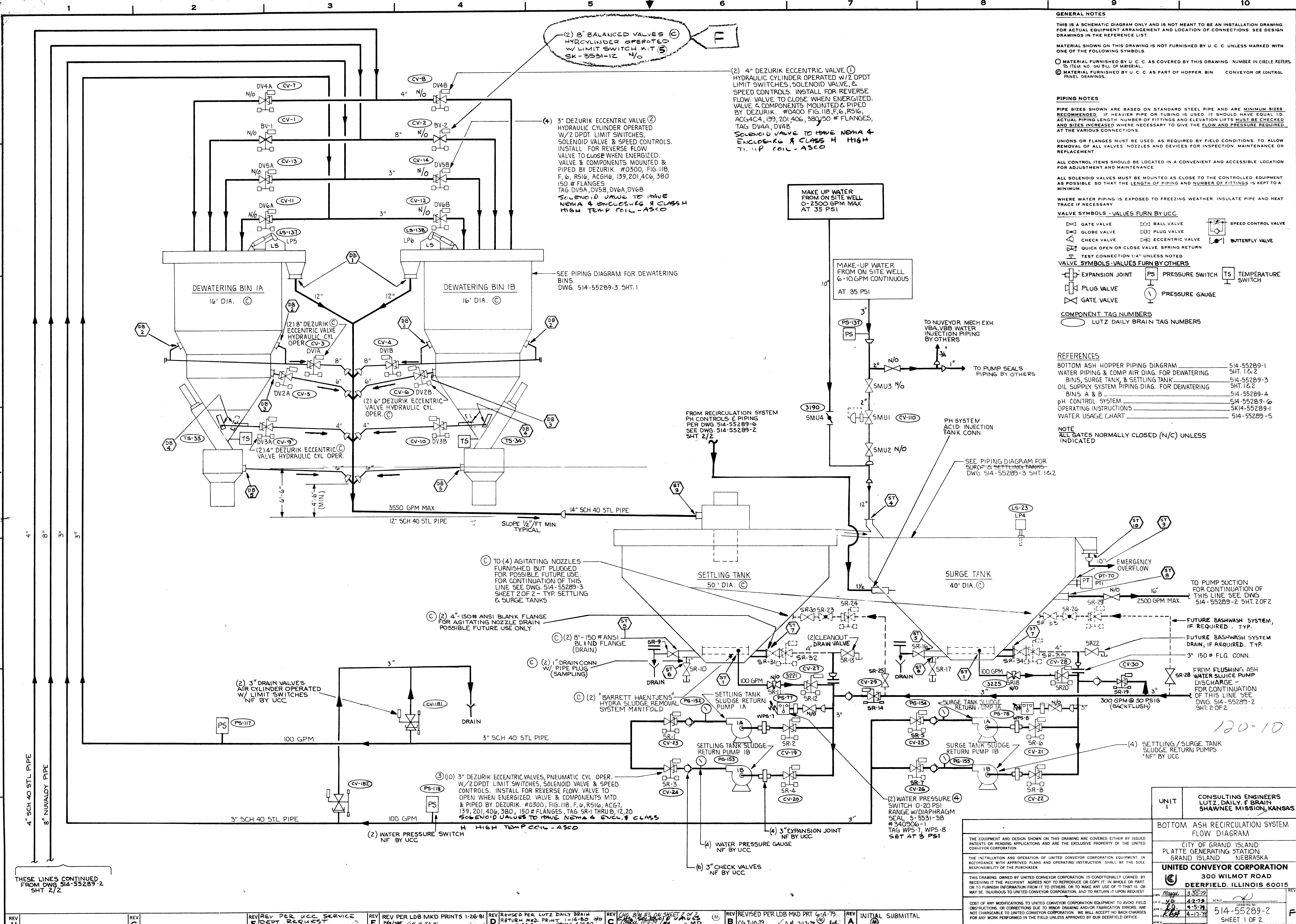
Page 19

GRAND JURY 77-8

PART CODE 6

NWC NO D-183702; REV. 2

Page 19



GENERAL NOTES

THIS IS A SCHEMATIC DIAGRAM ONLY AND IS NOT MEANT TO BE AN INSTALLATION DRAWING. FOR ACTUAL EQUIPMENT ARRANGEMENT AND LOCATION OF CONNECTIONS SEE DESIGN DRAWINGS IN THE REFERENCE LIST.

MATERIAL SHOWN ON THIS DRAWING IS NOT FURNISHED BY U. C. C. UNLESS MARKED WITH ONE OF THE FOLLOWING SYMBOLS:

- MATERIAL FURNISHED BY U. C. C. AS COVERED BY THIS DRAWING. NUMBER IN CIRCLE REFERS TO ITEM NO. ON BILL OF MATERIAL.
- ⊙ MATERIAL FURNISHED BY U. C. C. AS PART OF HOPPER, BIN, CONVEYOR OR CONTROL PANEL DRAWINGS.

PIPING NOTES

PIPE SIZES SHOWN ARE BASED ON STANDARD STEEL PIPE AND ARE MINIMUM SIZES. RECOMMENDED. IF HEAVIER PIPE OR TUBING IS USED IT SHOULD HAVE EQUAL I.D. ACTUAL PIPING LENGTH, NUMBER OF FITTINGS AND ELEVATION LIFTS MUST BE CHECKED AND SIZES INCREASED WHERE NECESSARY TO GIVE THE FLOW AND PRESSURE REQUIRED AT THE VARIOUS CONNECTIONS.

UNIONS OR FLANGES MUST BE USED, AS REQUIRED BY FIELD CONDITIONS TO ALLOW REMOVAL OF ALL VALVES, NOZZLES AND DEVICES FOR INSPECTION, MAINTENANCE OR REPLACEMENT.

ALL CONTROL ITEMS SHOULD BE LOCATED IN A CONVENIENT AND ACCESSIBLE LOCATION FOR ADJUSTMENT AND MAINTENANCE.

ALL SOLENOID VALVES MUST BE MOUNTED AS CLOSE TO THE CONTROLLED EQUIPMENT AS POSSIBLE SO THAT THE LENGTH OF PIPING AND NUMBER OF FITTINGS IS KEPT TO A MINIMUM.

WHERE WATER PIPING IS EXPOSED TO FREEZING WEATHER, INSULATE PIPE AND HEAT TRACE IF NECESSARY.

VALVE SYMBOLS - VALUES FURN BY UCC

| | | |
|-------------------------------------|-------------------|-----------------------|
| ◇ GATE VALVE | ⊞ BALL VALVE | ⊞ SPEED CONTROL VALVE |
| ⊞ GLOBE VALVE | ⊞ PLUG VALVE | ⊞ BUTTERFLY VALVE |
| ⊞ CHECK VALVE | ⊞ ECCENTRIC VALVE | |
| ⊞ QUICK OPEN OR CLOSE VALVE | ⊞ SPRING RETURN | |
| ⊞ TEST CONNECTION 1/4" UNLESS NOTED | | |

VALVE SYMBOLS - VALUES FURN BY OTHERS

| | | |
|-------------------|-------------------|----------------------|
| ⊞ EXPANSION JOINT | ⊞ PRESSURE SWITCH | ⊞ TEMPERATURE SWITCH |
| ⊞ PLUG VALVE | ⊞ PRESSURE GAUGE | |
| ⊞ GATE VALVE | | |

COMPONENT TAG NUMBERS

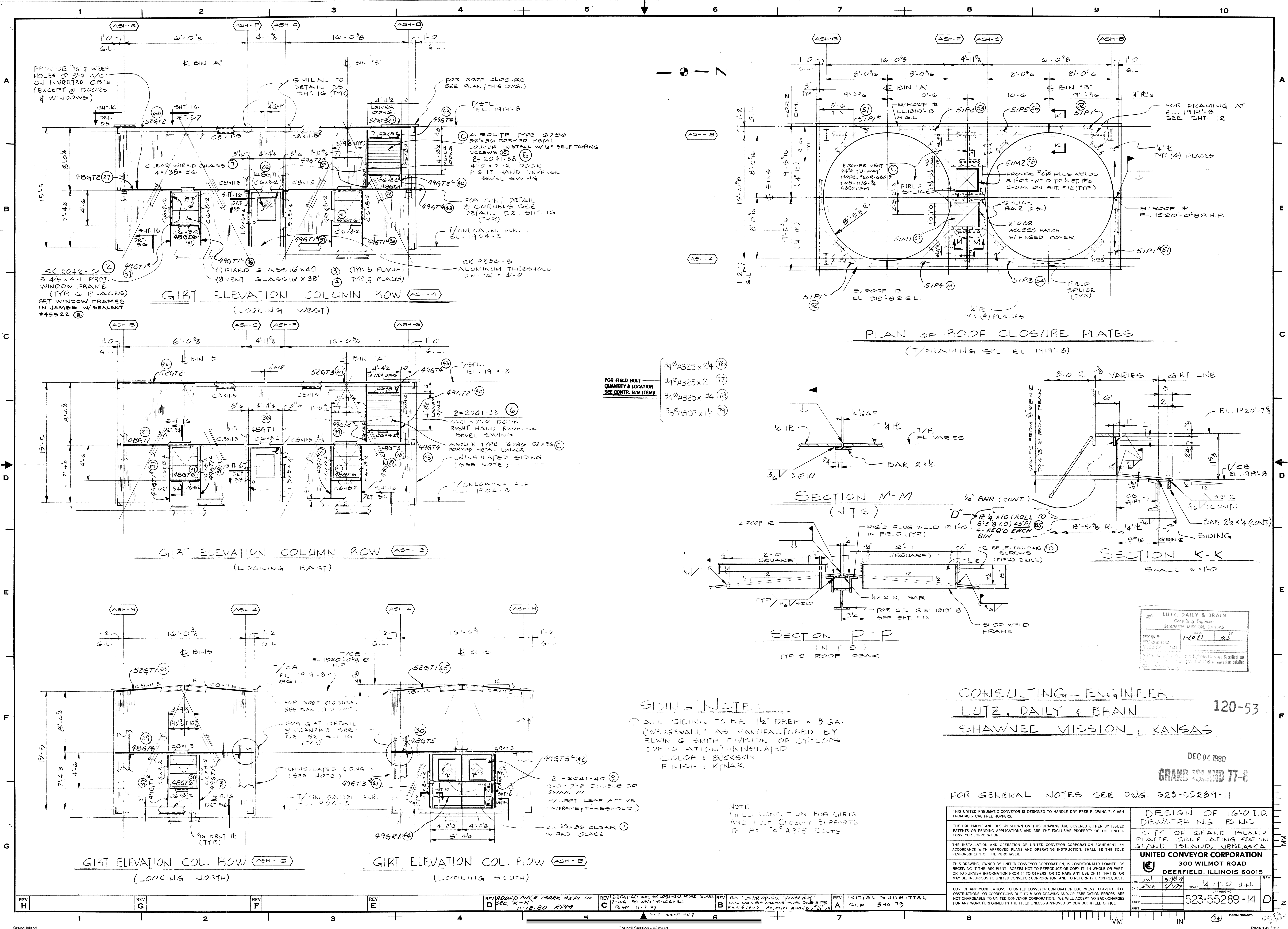
○ LUTZ DAILY BRAIN TAG NUMBERS

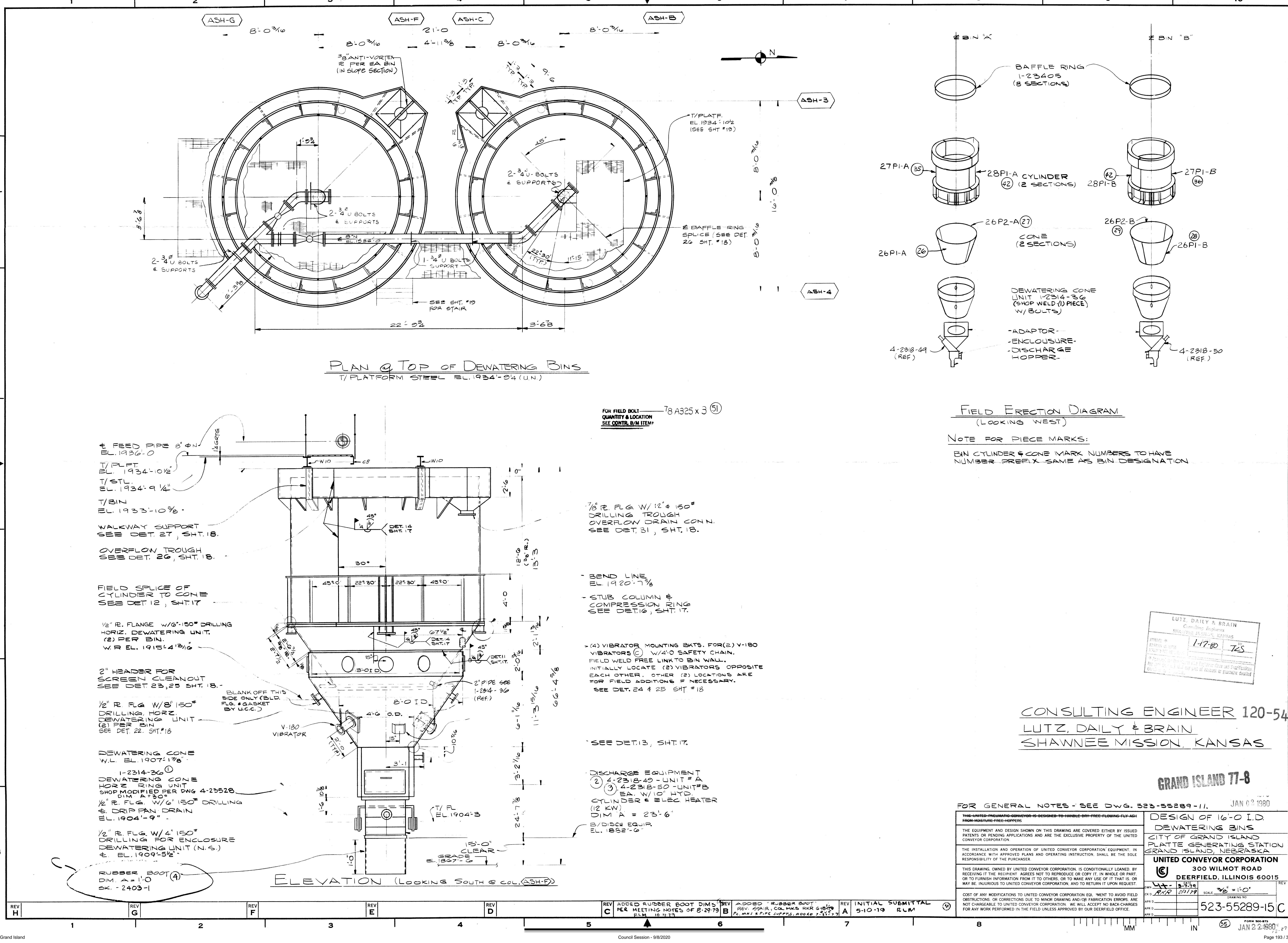
REFERENCES

| | |
|--|-------------|
| BOTTOM ASH HOPPER PIPING DIAGRAM | 514-55289-1 |
| WATER PIPING & COMP AIR DIAG. FOR DEWATERING BINS, SURGE TANK, & SETTLING TANK | 514-55289-3 |
| OIL SUPPLY SYSTEM PIPING DIAG. FOR DEWATERING BINS A & B | 514-55289-4 |
| pH CONTROL SYSTEM | 514-55289-6 |
| OPERATING INSTRUCTIONS | 514-55289-1 |
| WATER USAGE CHART | 514-55289-5 |

NOTE

ALL GATES NORMALLY CLOSED (N/C) UNLESS INDICATED





PLAN @ TOP OF DEWATERING BINS
T/PLATFORM STEEL EL. 1934'-04" (UN.)

FIELD ERECTION DIAGRAM
(LOOKING WEST)

NOTE FOR PIECE MARKS:
BIN CYLINDER & CONE MARK NUMBERS TO HAVE
NUMBER PREFIX SAME AS BIN DESIGNATION

CONSULTING ENGINEER 120-54
LUTZ, DAILY & BRAIN
SHAWNEE MISSION, KANSAS

GRAND ISLAND 77-8

| | | | |
|---|--|---|--|
| FOR GENERAL NOTES - SEE DWG. 323-55289-11. | | JAN 02 1980 | |
| THE UNITED CONVEYOR CORPORATION IS DESIGNED TO HANDLE DRY FREE-FLOWING FLY-ASH FROM MOISTURE-FREE HOPPERS. | | DESIGN OF 16'-0 I.D. DEWATERING BINS | |
| THE EQUIPMENT AND DESIGN SHOWN ON THIS DRAWING ARE COVERED EITHER BY ISSUED PATENTS OR PENDING APPLICATIONS AND ARE THE EXCLUSIVE PROPERTY OF THE UNITED CONVEYOR CORPORATION. | | CITY OF GRAND ISLAND PLATE GENERATING STATION GRAND ISLAND, NEBRASKA | |
| THE INSTALLATION AND OPERATION OF UNITED CONVEYOR CORPORATION EQUIPMENT, IN ACCORDANCE WITH APPROVED PLANS AND OPERATING INSTRUCTIONS, SHALL BE THE SOLE RESPONSIBILITY OF THE PURCHASER. | | UNITED CONVEYOR CORPORATION 300 WILMOT ROAD DEERFIELD, ILLINOIS 60015 | |
| THIS DRAWING, OWNED BY UNITED CONVEYOR CORPORATION, IS CONDITIONALLY LOANED, BY RECEIVING IT THE RECIPIENT AGREES NOT TO REPRODUCE OR COPY IT, IN WHOLE OR PART, OR TO FURNISH INFORMATION FROM IT TO OTHERS, OR TO MAKE ANY USE OF IT THAT IS, OR MAY BE, INJURIOUS TO UNITED CONVEYOR CORPORATION, AND TO RETURN IT UPON REQUEST. | | DWG. 523-55289-15 | |
| COST OF ANY MODIFICATIONS TO UNITED CONVEYOR CORPORATION EQUIPMENT TO AVOID FIELD OBSTRUCTIONS, OR CORRECTIONS DUE TO MINOR DRAWING AND/OR FABRICATION ERRORS, ARE NOT CHARGEABLE TO UNITED CONVEYOR CORPORATION. WE WILL ACCEPT NO BACK-CHARGES FOR ANY WORK PERFORMED IN THE FIELD UNLESS APPROVED BY OUR DEERFIELD OFFICE. | | SCALE: 3/8" = 1'-0" | |
| | | 523-55289-15 | |

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **HTH Companies, Inc.**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for BOILER SCAFFOLDING; and

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

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

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

1. This Contract Agreement.
2. City of Grand Island's Specification for this project.
3. HTH Companies, Inc.'s bid signed and dated August 19, 2020.

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

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

ARTICLE III. That the City shall pay to the Contractor for the performance of the work embraced in this Contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the Contract) of **Sixty-One Thousand Four Hundred Sixty and no/100 Dollars (\$61,460.00)** for all services, materials, and work covered by and included in the Contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

| | Boiler | Dewatering BinsAbsorber | Spray Dry Dampers |
|------------------------------|--------------|----------------------------|----------------------|
| Material | \$ 5,000.00 | \$ 500.00 | \$ 2,800.00 |
| Labor | 25,000.00 | 3,000.00 | 14,400.00 |
| *Applicable Sales tax | 2,250.00 | 250.00 | 1,300.00 |
| Total Base Bid | \$ 32,250.00 | \$ 3,750.00 | \$ 18,500.00 |
| Total Base Bid | | \$ 54,500.00 | |
| Plus Time for 80 Labor hours | | | \$6,960.00 |
| Total Bid | | | \$61,460.00 |

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

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

ARTICLE V. That the Contractor shall start work as soon as possible after the Contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. **Platte Generating Station**, and complete the work on or before **November 17, 2020**.

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

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

HTH COMPANIES, INC.

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date _____
Mayor

Attest: _____
City Clerk

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

Attorney for the City

Date _____

RESOLUTION 2020-208

WHEREAS, the City of Grand Island invited sealed bids for Boiler Scaffolding at Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on August 20, 2020, bids were received, opened and reviewed; and

WHEREAS, HTH Companies, Inc., of Union, Missouri, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$61,460.00; and

WHEREAS, the bid of HTH Companies, Inc., is less than the estimate for Boiler Scaffolding at Platte Generating Station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of HTH Companies, Inc., in the amount of \$61,460.00, for Boiler Scaffolding at Platte Generating Station, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2020.

Mike Paulick, Council President

Attest:

Aaron Schmid, Acting City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| October 23, 2020 | ☐ City Attorney |



City of Grand Island

Tuesday, September 8, 2020

Council Session

Item G-5

**#2020-209 - Approving Bid Award - Electrostatic Precipitator
Refurbish at Platte Generating Station - Fall 2020 Outage**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: September 8, 2020

Subject: Electrostatic Precipitator Refurbish – Fall 2020

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

Background

Platte Generating Station operates with an electrostatic precipitator designed to remove fly ash from the flue gas of a coal-fired boiler. The system, implemented in 1983, is designed such that an electric potential is created onto collecting plates and discharge electrodes. These plates and electrodes then attract particulate matter to them. After collecting the particulate matter, a system of rappers is used to “shake” the collected particulate off into a collecting chamber. In order to abide by the EPA regulations, the electrostatic precipitator needs to be running at optimal efficiency.

The rappers and transformer/rectifiers are controlled by electronic components. To reduce the amount of infiltration currently entering the hot gas flow and increase plant efficiency, the electrostatic precipitator needs to be refurbished during the Fall Outage.

Discussion

Specifications for the Electrostatic Precipitator Refurbish – Fall 2020 were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on August 20, 2020. The engineer’s estimate for this project was \$250,000.00.

| Bidder | Bid Price |
|---|--------------|
| Southern Field Luverne, Alabama | \$242,533.00 |
| The Babcock & Wilcox Company Akron, Ohio | \$371,137.00 |

Bids were reviewed by plant engineering staff. All bidders could comply with the required schedule. The Southern Field bid was otherwise found compliant with the specifications and less than the engineer’s estimate.

Alternatives

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

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

Recommendation

City Administration recommends that Council award the contract for the Electrostatic Precipitator Refurbish-Fall 2020 to Southern Field of Luverne, Alabama, as the low responsive bidder, with the bid in the amount of \$242,533.00.

Sample Motion

Move to approve the bid in the amount of \$242,533.00 from Southern Field for the Electrostatic Precipitator Refurbish-Fall 2020.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 20, 2020 at 2:15 p.m.
FOR: Electrostatic Precipitator Refurbish – Fall 2020
DEPARTMENT: Utilities
ESTIMATE: \$250,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: August 10, 2020
NO. POTENTIAL BIDDERS: 3

SUMMARY

| | | |
|----------------------|---|---|
| Bidder: | <u>Southern Field</u> Luverne, AL | <u>The Babcock & Wilcox Company</u> Akron, OH |
| Bid Security: | Atlantic Specialty Ins. Co. | Berkley Ins. Co. |
| Exceptions: | Noted | Noted |
| Bid Price: | | |
| Material: | \$ 37,164.16 | \$ 37,677.00 |
| Labor: | \$202,581.53 | \$330,634.00 |
| Sales Tax: | <u>\$ 2,787.31</u> | <u>\$ 2,826.00</u> |
| Total Bid: | \$242,533.00 | \$371,137.00 |

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

Pat Gericke, Admin. Asst. Utilities
Patrick Brown, Finance Director
Ryan Kruse, Production Engineer

P2216



Working Together for a
Better Tomorrow. Today.

BID SPECIFICATION PACKAGE

for

ELECTROSTATIC PRECIPITATOR REFURBISH - FALL 2020 OUTAGE

C 129376

Bid Opening Date/Time

**Tuesday, August 11, 2020 @ 2:00 p.m.
City of Grand Island, City Hall
100 East 1st Street, P.O. Box 1968
Grand Island, NE 68802-1968**

Contact Information

**Ryan Kruse, Production Engineer
City of Grand Island – Utilities Department
Platte Generating Station
308/385-5496**

Date issued: Monday, July 20, 2020

**ADVERTISEMENT TO BIDDERS
FOR
ELECTROSTATIC PRECIPITATOR REFURBISH - FALL 2020 OUTAGE
FOR
CITY OF GRAND ISLAND, NEBRASKA**

Sealed bids for the Electrostatic Precipitator Refurbish – Fall 2020 Outage will be received at the office of the City Clerk, 100 E. First Street, P.O. Box 1968, Grand Island, Nebraska 68802, until Tuesday, August 11, 2020 at 2:00 p.m. local time, FOB the City of Grand Island, freight prepaid. Bids will be publicly opened at this time in the Grand Island City Hall City Clerk's Office located on 1st floor of City Hall. Submit an original and three copies if submitting by mail. Bid package and any Addendas are also available on-line at <http://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar> under the bid opening date and "Click here for bid document link" through QuestCDN for a fee. Submitting through QuestCDN requires one original document of the bid to be uploaded. Bids received after the specified time will be returned unopened to sender.

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

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

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

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

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

RaNae Edwards, City Clerk

Advertised

(All bids must be submitted on this form)

ELECTROSTATIC PRECIPITATOR REFURBISH – FALL 2020 OUTAGE
BID DATA FORM

CITY OF GRAND ISLAND
GRAND ISLAND, NE

The undersigned Bidder, having examined all specifications and other bidding documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to the specified materials and equipment, hereby proposes to refurbish the existing Joy-Western, hot-side electrostatic precipitator in order to reduce the amount of infiltration currently entering the hot gas flow and increase plant efficiency. The scope of work consists of inspecting, cleaning, repairing, and replacing existing precipitator equipment, FOB the City of Grand Island, freight prepaid, at the following price:

ITEM DESCRIPTION

EXTENDED COST

Base Bid:

| | | |
|-----------------------|-----------|--------------|
| Material | \$ | _____ |
| Labor | \$ | _____ |
| Applicable Sales tax* | \$ | _____ |
| Total Base Bid | \$ | _____ |

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

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

☐ By checking this box, Bidder acknowledges the specified completion date of the project is **November 17, 2020**.

Bidder Company Name Date

Company Address City State Zip

Print Name of Person Completing Bid Signature

Email: _____ Telephone No. _____

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

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

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

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

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

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

CHECKLIST FOR BID SUBMISSION
FOR
ELECTROSTATIC PRECIPITATOR REFURBISH - FALL 2020 OUTAGE

Bids must be received by the City Clerk before 2:00 p.m. on Tuesday, August 11, 2020.

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

- ☐ Submittal of bid documents:
 - ☐ **Option 1 – Mailing:** A signed original and three (3) copies of the bidding documents. Failure to submit the correct number of copies may result in your bid not being considered.
 - ☐ Note: Your certified check, cashiers check or bid bond should be clearly marked in a separate envelope attached to the signed original bid.
 - ☐ **Option 2 – QuestCDN (online):** Purchase the bid specification through QuestCDN. Upload the signed original of the Bid Data Form, along with any supporting material required to meet the bid specification through QuestCDN. Upload your bid bond online through QuestCDN. *Bidders using Certified check or Cashiers' Check must mail said check to the office of the City Clerk no later than the scheduled bid opening date and time and clearly marked with the project name.*
- ☐ Bidders must complete and sign the Bid Data Form provided in these Documents. All blank spaces must be filled in. Bidders shall acknowledge receipt of any Addenda information on the Bid Data Form.
- ☐ A certified check, cashiers' check or bid bond in a separate envelope attached to the **outside of the envelope containing the original bid**. Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your bid not being opened.
- ☐ Selection of Nebraska Sales Tax Option.
- ☐ A reference list of at least three (3) projects of similar scope and complexity. [Section 3.0]
- ☐ A summary of the experience of the Job Superintendent proposed for this project. [Section 2.0]
- ☐ A copy of your OSHA compliant Confined Space Procedure and Respiratory Protection Procedure, and proof that workers have successfully completed respiratory fit testing and pulmonary function testing and have been trained for confined space entry. [Section 5.0]
- ☐ Firm lump sum fixed pricing; firm unit pricing in case adjustments are necessary, and breakout of sales tax pricing.
- ☐ A proposed schedule with major tasks/phase [Section 4.0]
- ☐ A site visit [Section 1.3]
- ☐ Acknowledgment of Addenda Number(s) _____.
- ☐ Time is of the essence: Provide all other proposed terms and conditions which will be in effect during the performance of the work as a separate attachment with the bid. Any exceptions the bidder wishes to take regarding the Owners specifications and contract documents must be submitted with the bid.

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

INSTRUCTIONS TO BIDDERS

1. GENERAL INFORMATION.

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

2. TYPE OF BID.

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

3. PREPARATION OF BIDS.

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

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

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

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

4. SUBMISSION OF BIDS.

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

5. BID SECURITY.

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

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

6. RETURN OF BID SECURITY.

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

7. BASIS OF AWARD.

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

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

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

8. EXECUTION OF CONTRACT.

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

9. PERFORMANCE AND PAYMENT BONDS.

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

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

10. TIME OF COMPLETION.

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

11. GRATUITIES AND KICKBACKS.

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

12. FISCAL YEAR.

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

CONTRACT AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

The total cost of the Contract includes:

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

Contractor Tax Option _____.

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

ARTICLE IV. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Invoices can be presented hard copy or via email to billing@giud.com. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the *ELECTROSTATIC PRECIPITATOR REFURBISH-FALL 2020 OUTAGE*.

ARTICLE V. That the Contractor shall start work as soon as possible after the Contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. Platte Generating Station, and complete the work on or before **November 17, 2020**.

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

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

[SUCCESSFUL BIDDER]

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date _____
Mayor

Attest: _____
City Clerk

DRAFT

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

Attorney for the City

Date

REQUEST FOR BIDS - GENERAL SPECIFICATIONS

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

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

Mailed bids shall include the following on the **outside** of the mailing envelope: **"Electrostatic Precipitator Refurbish-Fall 2020 Outage"**. All bids submitted by mail must include **an original and three copies** of the bid. The bid specification and on-line bidding forms are also available at <http://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar> under the bid opening date and "Click here for bid document link" through QuestCDN. If submitting through QuestCDN, **one** original document of the bid is required to be uploaded. No verbal bids will be considered. All sealed bids are due no later than Tuesday, **August 11, 2020 at 2:00 p.m. local time.** to:

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

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

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

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

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

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

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

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

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

All bids must be on the bid form and must be signed and dated to be accepted. If exceptions and/or clarifications are noted to the bid, those exceptions must be fully explained on a separate sheet, clearly marked, and included with the Bid. Any changes that are found made to the original bid specification, other than Owner generated Addendums, would result in your bid not being considered. Please contact Ryan Kruse at 308-385-5495, for questions concerning this specification.

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

Electrostatic Precipitator Refurbish – Fall 2020 Outage

Grand Island Utilities Department Detailed Specification

1.0 PROJECT DESCRIPTION

The City of Grand Island is accepting proposals to refurbish the existing Joy-Western, hot-side electrostatic precipitator at Platte Generating Station (PGS). The primary purpose of the contract will be to reduce the amount of infiltration currently entering the hot gas flow and increase plant efficiency.

1.1 EXISTING EQUIPMENT

Platte Generating Station operates with a Joy-Western, hot side precipitator that was commissioned in 1979. The precipitator is used to remove fly ash from the flue gas of a 100MW tangentially fired utility boiler, burning pulverized coal. The precipitator has four chambers with five (5) high-voltage electric fields in each chamber.

Each chamber's electric field is energized by a total of twenty (20) transformer-rectifier (T/R) sets. The high voltage output of each T/R set is connected to high voltage electrodes and distributed through bus ducts on the roof of the precipitator. Each field has two (2) bus sections, individually energized through their own high voltage disconnect (HVD) switches.

The system of high voltage discharge electrodes is suspended within, and insulated from, other systems of uniformly spaced collecting surfaces. The discharge from the electrodes creates an electrostatic field in the gas passages between the collecting surfaces. Oppositely charged dust particles are attracted to the collecting surfaces within the electrostatic precipitator. The collected material is periodically removed from the collecting surfaces by a system of rappers and falls by gravity into the precipitator hoppers.

1.2 LOCATION

Platte Generating Station is located at 1035 W. Wildwood Drive, Grand Island, NE.

1.3 SITE VISIT

A site visit is **REQUIRED** prior to bidding. Attachments or drawings can be requested at this time.

1.4 CONTACT

Question regarding this specification and arranging for site visits may be directed to:

Ryan Kruse
Platte Generating Station
1035 W. Wildwood Dr.
Grand Island, NE 68801
Ph. (308) 385-5495
rkruse@giud.com

2.0 SCOPE

The Contractor shall provide all necessary supervision, materials, equipment, and labor to complete the precipitator inspection and refurbishing services at the Platte Generating Station (PGS). The primary purpose of the contract will be to decrease air in-leakage and increase precipitator reliability and efficiency. The scope of work will consist of inspecting, cleaning, repairing, and replacing existing

precipitator equipment. Upon completion of the project, the contractor shall furnish a report that entails completed work, materials used, and recommendations for any further work that needs to be completed.

The contract will be awarded to a single prime Contractor for the full scope of services. The Contractor shall provide a qualified job Superintendent who shall be responsible for coordinating all aspects of the specified scope of work, including but not limited to, subcontractors, materials, and equipment. The job superintendent will also be required to coordinate work with other contractor's onsite and various PGS personnel.

2.1 OUTAGE SCHEDULE

The 2020 PGS Fall Outage is currently scheduled for October 19th – November 19th, 2020. Though these dates are fairly firm, they remain subject to change based upon changing conditions relative to the needs of the Grand Island Utility, schedule coordination with other outage work, as well due as outside influences typical of the industry.

Industrial cleaning on the inside of the precipitator is currently scheduled for October 20th – October 21st, 2020. The schedule as related to the scope of work under this contract is to be as follows:

| | |
|---|--|
| Prior to October 20th | Complete pre-outage inspection and obtain materials |
| October 20 th – October 28th | Perform only such work as not to interfere with the precipitator cleaning. |
| October 28th – November 17th | Full access to work area to perform all required work. |
| November 17 th | All work is completed, and unit returned to service. |

The schedule remains subject to modification based upon the needs of the utility in complying with regulatory agency requirements and overall outage planning. The schedule does not include any provision for weather delays, or other delays beyond the Owner's control, which the Owner will recognize as force majeure for both the Contractor and the Owner. The Owner will extend the outage time on a shift for a shift basis as the only remedy for such delays.

2.2 INSPECTION AND MAINTENANCE

All inspection results shall be thoroughly documented through a combination of written reports, photographic records and graphic mapping. Any major findings that jeopardize the safe ongoing operation of the unit requiring immediate repair shall be reported to the PGS representative daily. The following preventative maintenance activities need to be completed under this contract:

- 2.2.1 Clean and inspect the topside (support insulator/shaft insulator housing), support insulators (inside and outside), and DE shaft insulators.

Insulators shall be cleaned with a solution of 10 parts water to 1-part distilled vinegar. Do not use petroleum-based cleaning solvents.

- 2.2.2 Clean and inspect the high voltage and feed through insulator bushings.

2.2.3 Clean and inspect the high voltage bus duct. Inspect the bus bars and their connections. Note any indication of moisture in high voltage bus ducts.

2.2.4 Collect T/R oil samples and submit for testing

Samples shall be taken with equipment and bottles that are absolutely clean and moisture free.

The insulating fluid samples shall be sent to a reliable agency for dielectric strength testing and carbonization. Each sample shall be sent with the following information:

1. Customer's Name: GIUD
2. Plant Location PGS
3. Transformer Manufacturer
4. Transformer Serial Number
5. Transformer rating, voltage, and cycle
6. Sample taken _____ inches above bottom of case or below top of fluid level.
7. Date Sample was taken.

If necessary, add or replace insulating fluid, use only the type specified on the nameplate. Fill through the filling hole in the cover. After refilling, allow the unit to stand for at least 8 hours to permit entrapped air to escape from the windings. Then excite the transformer to approximately 50% of rated voltage for at least 2 hours before placing it in regular service at full voltage.

Sampling shall be completed as directed in the Instructions for WEMCO C and WEMCO C1 Insulating Oils document.

2.2.5 The T/R low voltage junction box shall be cleaned and checked for the following items:

Leakage around the bushings

Loose or damaged wire connectors

2.2.5 Inspect and verify operation of all rappers including:

Check top housing for corrosion, loose/missing bolts or any other damage

Check rapper housings for level

Check electrical connections for damaged/loose connections

Check coil resistivity, short or open circuit, with multi-meter. Coil resistance should be 7 ohms. If coil is shorted, grounded, open, or resistivity is 1 ohm higher or lower than 7 ohms, replace casing/coil assembly.

Remove hammer and inspect wear rings for wear. If worn, replace both rings.

Remove spring from casing and check for free-standing height, and replace if less than 3.5 in.

Inspect casing bore and if scored or pitted replace with new casing/coil.

2.2.6 Repair and Lubricate Interlock Cylinders as follows:

Insert flaked or powdered graphite in slots of cylinder.

Insert material with a squeeze gun containing a high-pressure nozzle to allow full penetration of graphite into lock slot to pre-lubricate lock tumblers.

Repair lock caps and chains as needed. Note missing lock caps.

2.2.7 Internal Inspections and Repairs

Perform an internal inspection of the entire precipitator exterior steel shell to identify cracks and sources of air in-leakage. Internal inspections shall include the inlet and outlet plenums and ducts. Implement weld repairs as authorized by the Owner's representative on a time and material basis.

2.3 KNOWN ISSUES

An inspection of the precipitator was completed in October of 2016. Within this scope of work, it will be the Contractor's responsibility to resolve the following issues recommended by the report.

2.3.1 Electrode Rapper System

Some rappers look to be in poor condition. Need to note any rappers that are not operating properly in the report.

Need to replace all of the (228) rapper grounding straps and clamps.

Need to replace all (228) rapper boot seals

Level and center all rapper guide nipples.

Replace rapper guide gaskets. Modify base to ensure complete seal, as not to allow any air to infiltrate the precipitator.

2.3.2 Access Doors

Replace all rope gaskets on (20) intermediate access doors, HV bus duct access doors, (20) small & (40) large, and (20) doghouse doors. The rope gaskets on all the (8) east and west side access doors, (4) north inlet doors and all ash hoppers shall be replaced.

HV bus duct access doors on T/R sets 1A & 2A south, 1D & 2D south, 3A & 4A south, 3B & 4B south and 3D & 4D south all have cracked viewing windows that need replaced.

The HV bus duct, (20) small and (40) large, access door fastening hardware is becoming corroded, hindering the ability of plant personnel to remove the access doors. The HV bus duct access door fastening hardware shall be replaced with new galvanized hardware and gaskets.

- Note there are 14 bolts on the small, 17"x25" doors, and 24 bolts on the large, 17"x44" doors.

2.3.3 High Voltage Bus Duct

T/R set 3A & 4A north, 3B & 4B south, 1A & 2A south, and 1D & 2D north and south all have corrosion occurring where the HV bus duct connects to the top of the T/R set. These holes need to be sealed with RTV.

T/R set 3C & 4C north has a purge air outlet that is clogged with debris. This debris needs to be removed from the inside out to prevent the debris from getting into the T/R set.

2.4 REPORT

Upon completion of this scope of work, the Contractor shall compile a detailed report through a combination of written descriptions, photographic records, and graphic mapping. The report shall detail the work performed and material used, inspection findings, and recommended future maintenance.

A detailed draft of the report shall be submitted within two (2) weeks of completion of the work for Owner review and discussion. A final report shall be submitted within four (4) weeks of completion of the work. The Contractor shall provide three (3) printed copies in three ring binders and an electronic copy in PDF format.

2.4.1 Work Report

The contractor shall provide a description of the work performed while on site. The description shall be detailed with pictures of the issues found and steps taken to correct the issues.

The contractor shall provide an itemized list of material used while completing this scope of work. The list shall include a part description, manufacturer, part number, and location used.

2.4.2 Inspection Report

The contractor shall note any findings that jeopardize the safe ongoing operation of the unit or require immediate repair. The contractor shall note any findings that may be detrimental to reliable and efficient operation of the precipitator.

Results of the T/R oil samples shall be listed in the report

2.4.3 Recommendations

The report shall include any recommendations such as improvements, modifications, or upgrades that may be beneficial to the future operation of the plant. Any recommendations shall be detailed with scopes of work and budgetary estimates.

3.0 QUALIFICATIONS

The Contractor shall be a firm specializing in the provision of services as outlined within this scope for large-scale utility precipitators and boilers used in the electric power industry. The contractor shall provide a list of references for three (3) similar projects with the bid. The Contractor will be expected to perform the work without the assistance of PGS personnel or tools.

4.0 BIDDING

The Contractor shall include in his bid a lump sum not-to-exceed estimate of all costs associated with the scope of work herein. Including, but not limited to all expenses, equipment, labor, mobilization and demobilization, and subcontractors. Please ensure that all bids contain the following as a minimum:

- Project scope/task list
- Schedule of work with major tasks/phase
- List of References
- Explanation of Deviations
- Hardware Specifications
- Lump Sum Pricing
 1. Inspecting
 2. Cleaning
 3. Oil Testing
 4. Replacing Door Gaskets
 5. Replacing Door Hardware
 6. Repair of Known Issues
- Unit Pricing
 1. Rappers
 2. Rapper Springs
 3. Rapper Ware Rings
 4. Rapper Boot Seals
 5. Ground Straps
 6. General Labor Rates
 7. Welding Labor Rates
 8. Insulating Labor Rates
- Additional pricing for work outside this scope

Bids will be evaluated by the Owner based on price, schedule, quality, economy of operation, experience of contractor, and adherence to specification. The primary evaluation factor will be the lump sum price. However, unit pricing will be considered when evaluating price. The owner reserves the right to reject any or all bids, or waive informalities and to accept whichever bid that may be in the best interest of owner, at its sole discretion. Bidders must use the Owner's Bid Data Form when submitting their bid.

4.1 UNIT PRICING

The contractor shall provide unit pricing for all parts and labor necessary to complete the scope of work. An itemized list of all parts included in the estimated total price shall be included in the bid. The list shall have the following fields: part description, manufacturer, part number, and price. The estimate shall also include firm unit pricing for adjustments that may be required for work performed outside of the specified scope of services.

4.2 TERMS AND CONDITIONS

Provide any and all other standard terms and conditions which will be in effect during this completion of this scope of work. Provide a detailed listing of any and all services that are to be provided by others outside the scope of work as covered in the proposal.

4.3 DEVIATIONS

The bid shall provide any explanation of any anticipated deviations from the detailed scope of work.

5.0 SAFETY

The Contractor is required to follow their OSHA regulations for work in areas that are contaminated with fly ash and for areas that may be considered as confined space. **NOTE: All Contractors must submit with the bid a copy of their OSHA compliant Confined Space Procedure and Respiratory Protection Procedure.** The Contractor will be required to provide proof that workers have successfully completed respiratory fit testing and pulmonary function testing and have been trained for confined space entry.

When onsite, workers shall wear steel/composite toed boots, hard hats, and safety glasses. Contractor shall follow all applicable OSHA regulations and plant safety regulations. All personnel working onsite will be required to view the plant's safety presentation before commencing work. All personnel shall comply with plant safety regulations and equipment lock out/tag out procedures.

During the course of work, the contractor shall clean up debris daily and remove all unnecessary equipment/material. Upon completion, the Contractor shall leave the premises in a neat and clean condition with respect to his/her own operation.

6.0 INSURANCE

The contractor shall comply with the attached City's insurance requirements.

REQUEST FOR BIDS - SITE CONDITIONS

ELECTROSTATIC PRECIPITATOR REFURBISH-FALL 2020 OUTAGE

Site Visit: Bidders shall visit the site in order to inform themselves of the conditions under which the work is to be performed, concerning the site of the work, the nature of the existing facilities, the obstacles which may be encountered, the sequence of the work, and all other relevant matters concerning the work to be performed. No extra compensation shall be allowed by reason of the failure of such bidder to fully inform themselves of said site conditions prior to the bidding. The Contractor shall employ, so far as possible, such methods and means in the carrying out of their work as will not cause any interruption or interference with the City's operations and any other contractors.

A site visit may be arranged by contacting Ryan Kruse at 385-5495.

Signature of person visiting site: _____

Signature of Utilities personnel witnessing visit: _____

Date of Visit: _____

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

MINIMUM INSURANCE REQUIREMENTS
CITY OF GRAND ISLAND, NEBRASKA

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

1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

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

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

2. BUSINESS AUTOMOBILE LIABILITY

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

| | |
|---------------------------------|----------------------------------|
| Bodily Injury & Property Damage | \$ 500,000 Combined Single Limit |
|---------------------------------|----------------------------------|

3. COMPREHENSIVE GENERAL LIABILITY

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

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

4. UMBRELLA LIABILITY INSURANCE

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

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

5. ADDITIONAL REQUIREMENTS

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

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

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

6. CERTIFICATE OF INSURANCE

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

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **Southern Field Maintenance and Fabrication, LLC.**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

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

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

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

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

1. This Contract Agreement.
2. City of Grand Island's Specification for this project.
3. Southern Field Maintenance & Fabrication, LLC.'s bid signed and dated August 20, 2020.

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

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

ARTICLE III. That the City shall pay to the Contractor for the performance of the work embraced in this Contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the Contract) of **Two Hundred Forty-Two Thousand Five Hundred Thirty-Three and no/100 Dollars (\$242,533.00)** for all services, materials, and work covered by and included in the Contract award and designated in the foregoing Article II;

payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

| | |
|---------------------------|---------------|
| Base Bid: Materials | \$ 37,164.16 |
| Labor | 202,581.53 |
| Sales Tax <u>2,787.31</u> | |
| Total | \$ 242,533.00 |

Contractor Tax Option 2.

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

ARTICLE IV. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Invoices can be presented hard copy or via email to billing@giud.com. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the *ELECTROSTATIC PRECIPITATOR REFURBISH-FALL 2020 OUTAGE*.

ARTICLE V. That the Contractor shall start work as soon as possible after the Contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. **Platte Generating Station**, and complete the work on or before **November 17, 2020**.

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

the State of Nebraska.

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

SOUTHERN FIELD MAINTENANCE & FABRICATION, LLC.

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date _____
Mayor

Attest: _____
City Clerk

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

Attorney for the City

Date _____

RESOLUTION 2020-209

WHEREAS, the City of Grand Island invited sealed bids for Electrostatic Precipitator Refurbish – Fall 2020 Outage, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on August 20, 2020, bids were received, opened and reviewed; and

WHEREAS, Southern Field of Luverne, Alabama, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$242,533.00.

WHEREAS, the bid of Southern Field is less than the estimate for Electrostatic Precipitator Refurbish – Fall 2020 Outage.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Southern Field in the amount of \$242,533.00 for Electrostatic Precipitator Refurbish – Fall 2020 Outage, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2020.

Mike Paulick, Council President

Attest:

Aaron Schmid, Acting City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| October 23, 2020 | ☐ City Attorney |



City of Grand Island

Tuesday, September 8, 2020

Council Session

Item G-6

#2020-210 - Approving Bid Award - Circulating Water Pump 1 B Repairs at Platte Generating Station

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: September 8, 2020

Subject: Circulating Water Pump 1B Repair

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

Background

The Platte Generating Station utilizes two circulating water pumps to supply cooling water from the cooling tower to the turbine generator condenser. Although one pump can satisfy most load conditions, both pumps are required for maximum plant capacity. In June, a leak developed due to wear and corrosion on the outlet of the pump casing and was temporarily repaired by plant maintenance staff. Specifications were developed to complete a permanent repair.

Discussion

Specifications for the Circulating Water Pump 1B Repair were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on August 27, 2020. The engineer's estimate for this project was \$75,000.00. Bid packages were sent to three potential bidders and the results are as follows:

The bids were reviewed by plant engineering staff. The bid from JCI Industries has no exceptions, compliant with the specification, and less than the engineer's estimate.

| Bidder | Bid Price |
|---------------------------------|-------------|
| JCI Industries, Inc. | |
| Lee's Summit, Missouri | \$44,880.00 |
| Rotating Equipment Repair, Inc. | |
| Sussex, Wisconsin | \$67,679.20 |
| RuhrPumpen, Inc. | |
| Tulsa, Oklahoma | \$87,639.00 |

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 Council award the Contract for the Circulating Water Pump 1B Repair to JCI Industries, Inc., of Lee's Summit, Missouri, as the low responsive bidder, with the bid in the amount of \$44,880.00.

Sample Motion

Move to approve the bid in the amount of \$44,880.00 from JCI Industries, Inc., for the Circulating Water Pump 1B Repair at Platte Generating Station.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 27, 2020 at 2:00 p.m.
FOR: Circulating Water Pump 1B Repair
DEPARTMENT: Utilities
ESTIMATE: \$75,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: August 3, 2020
NO. POTENTIAL BIDDERS: 7

SUMMARY

| | | |
|----------------------|--|---|
| Bidder: | <u>JCI Industries</u> Lee Summit, MO | <u>Rotating Equipment Repair</u> Sussex, WI |
| Bid Security: | Universal Surety Co. | Old Republic Surety Co. |
| Exceptions: | None | Noted |

| | | |
|-------------------|-------------|-------------|
| Bid Price: | | |
| Material: | \$ 6,400.00 | \$59,616.00 |
| Labor: | \$38,000.00 | \$ 3,592.00 |
| Sales Tax: | \$ 480.00 | \$ 4,471.20 |
| Total Bid: | \$44,880.00 | \$67,679.20 |

| | |
|----------------------|---|
| Bidder: | <u>Ruhrpumpen, Inc.</u> Tulsa, OK |
| Bid Security: | Travelers Casualty & Surety Co. |
| Exceptions: | None |

| | |
|-------------------|-------------|
| Bid Price: | |
| Material: | \$64,718.00 |
| Labor: | \$22,921.00 |
| Sales Tax: | N/A |
| Total Bid: | \$87,639.00 |

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

Pat Gericke, Utilities Admin. Assist.
Patrick Brown, Finance Director
Mike Steinke, Maintenance Supervisor
Lynn Mayhew, Utilities Deputy Director

P2219



Working Together for a
Better Tomorrow. Today.

BID SPECIFICATION PACKAGE

for

CIRCULATING WATER PUMP 1B REPAIR

C 129409

Bid Opening Date/Time

Thursday, August 27, 2020 at 2:00 p.m.
City of Grand Island, City Hall
100 East 1st Street, P.O. Box 1968
Grand Island, NE 68802-1968

Contact Information

Mike Steinke, Maintenance Supervisor
City of Grand Island – Utilities Department
Platte Generating Station
308/385-5496

Date issued: July 31, 2020

**ADVERTISEMENT TO BIDDERS
FOR
CIRCULATING WATER PUMP 1B REPAIR
FOR
CITY OF GRAND ISLAND, NEBRASKA**

Sealed bids for Circulating Water Pump 1B repair will be received at the office of the City Clerk, 100 E. First Street, P.O. Box 1968, Grand Island, Nebraska 68802, until **Thursday, August 27, 2020 at 2:00 p.m. local time**, FOB the City of Grand Island, freight prepaid. Bids will be publicly opened at this time in the Grand Island City Hall City Clerk's Office located on 1st floor of City Hall. **Submit an original and three copies if submitting by mail.** Bid package and any Addendas are also available on-line at www.grand-island.com under Business-Bids and Request for Proposals-Bid Calendar under the bid opening date. Bidding documents, plans and specifications for use in preparing bids may be downloaded from the QuestCDN website www.QuestCDN.com for a \$30.00 fee. Submitting through QuestCDN requires one original document of the bid to be uploaded. **Bids received after the specified time will not be considered.**

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

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

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

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

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

RaNae Edwards, City Clerk

Advertised

(All bids must be submitted on this form)

CIRCULATING WATER PUMP 1B REPAIR
BID DATA FORM

CITY OF GRAND ISLAND
GRAND ISLAND, NE

The undersigned Bidder, having examined all specifications and other bidding documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to the specified materials and equipment, hereby proposes to provide all engineering, equipment, labor and material necessary to replace the discharge elbow of circulation water pump 1B and recoat steel to protect from corrosion, including the cost of making the pump ready for return shipment, FOB the City of Grand Island, freight prepaid, at the following price:

ITEM DESCRIPTION

EXTENDED COST

Base Bid:

| | | |
|-----------------------|-----------|-------|
| Material | \$ | _____ |
| Labor | \$ | _____ |
| Applicable Sales tax* | \$ | _____ |
| Total Base Bid | \$ | _____ |

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

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

Bidder Company Name Date

Company Address City State Zip

Print Name of Person Completing Bid Signature

Email: _____ Telephone No. _____

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

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

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

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

☐ By checking this box, Bidder acknowledges the specified completion date of the project is **November 7, 2020.**

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

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

CHECKLIST FOR BID SUBMISSION
FOR
CIRCULATING WATER PUMP 1B REPAIR

Bids must be received by the City Clerk before 2:00 p.m. on Thursday, August 27, 2020.

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

- ☐ Submittal of bid documents:
 - ☐ **Option 1 – Mailing:** A signed original and three (3) copies of the bidding documents. Failure to submit the correct number of copies may result in your bid not being considered.
 - ☐ Note: Your certified check, cashiers check or bid bond should be clearly marked in a separate envelope attached to the signed original bid.
 - ☐ **Option 2 – QuestCDN (online):** Purchase the bid specification through QuestCDN at their \$30.00 fee. Upload the signed original of the Bid Data Form, along with any supporting material required to meet the bid specification through QuestCDN. Upload your bid bond online through QuestCDN. *Bidders using Certified check or Cashiers' Check must mail said check to the office of the City Clerk no later than the scheduled bid opening date and time and clearly marked with the project name.*
- ☐ Bidders must complete and sign the Bid Data Form provided in these Documents. All blank spaces must be filled in. Bidders shall acknowledge receipt of any Addenda information on the Bid Data Form.
- ☐ Selection of Nebraska Sales Tax Option. If the Nebraska sales and use tax election is not filed or noted above, the Contractor will be treated as a retailer under Option 1 for sales and use tax purposes.
- ☐ A reference list of at least three (3) projects of similar scope and complexity.
- ☐ Firm lump sum pricing; firm unit pricing in case adjustments are necessary, and breakout of sales tax pricing.
- ☐ A proposed project schedule for completing the repairs.
- ☐ Manufacturing capabilities to repair discharge elbow or obtaining a new discharge elbow.
- ☐ Exceptions to the specification must be clearly identified and attached to the bid.
- ☐ Acknowledgment of Addenda Number(s) if any _____.

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

INSTRUCTIONS TO BIDDERS

1. GENERAL INFORMATION.

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

2. TYPE OF BID.

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

3. PREPARATION OF BIDS.

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

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

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

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

4. SUBMISSION OF BIDS.

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

5. BID SECURITY.

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

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

6. RETURN OF BID SECURITY.

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

7. BASIS OF AWARD.

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

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

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

8. EXECUTION OF CONTRACT.

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

9. PERFORMANCE AND PAYMENT BONDS.

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

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

10. TIME OF COMPLETION.

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

11. GRATUITIES AND KICKBACKS.

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

12. FISCAL YEAR.

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

CONTRACT AGREEMENT

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

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for *CIRCULATING WATER PUMP 1B REPAIR*, and

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

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

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

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

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

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

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

The total cost of the Contract includes:

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

Contractor Tax Option _____

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

ARTICLE IV. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the CIRCULATING WATER PUMP 1B REPAIR.

ARTICLE V. That the Contractor shall start work as soon as possible after the Contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. Platte Generating Station, and complete the work on or before **November 7, 2020**.

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

ARTICLE VII. Gratuities and kickbacks: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter,

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

[SUCCESSFUL BIDDER]

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date _____
Mayor

Attest: _____
City Clerk

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

Attorney for the City

Date

DRAFT

REQUEST FOR BIDS - GENERAL SPECIFICATIONS

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

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

Mailed bids shall include the following on the **outside** of the mailing envelope: **“Circulating Water Pump 1B Repair”**. All bids submitted by mail must include **an original and three copies** of the bid. The bid specification and on-line bidding forms are also available at <http://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar> under the bid opening date and “Click here for bid document link” through QuestCDN for a \$30.00 fee. If submitting through QuestCDN, **one** original document of the bid is required to be uploaded. No verbal bids will be considered. All sealed bids are due no later than Thursday, **August 27, 2020 at 2:00 p.m. local time.** to:

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

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

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

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

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

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

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

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

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

All bids must be on the bid form and must be signed and dated to be accepted. If exceptions and/or clarifications are noted to the bid, those exceptions must be fully explained on a separate sheet, clearly marked, and included with the Bid. Any changes that are found made to the original bid specification, other than Owner generated Addendums, would result in your bid not being considered. Please contact Mike Steinke or Lynn Mayhew at 308-385-5496, for questions concerning this specification.

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

Circulating Water Pump 1B Repair

Detailed Specifications

SCOPE: The Contractor shall furnish all engineering, equipment, labor, and material necessary to replace the discharge elbow of circulation water pump B at Platte Generating Station.

DESCRIPTION: The Platte Generating Station is located at 1035 W. Wildwood Drive, Grand Island, Nebraska. The circulating pump is a Byron Jackson type 42 VX one-stage Vertical Circulator (VCT) pump, Serial Number 781-C-0413. The pumps are self-lubricated and configured for above-foundation discharge. The pump was placed into service in 1981.

PUMP INSPECTION: The following shall be completed with the teardown and inspection:

1. Receive pump from shippers.
2. Inspect and test material thickness in elbow.
3. Give report on repairs required.
4. Make recommended repairs to elbow.
5. Recoat steel to protect from corrosion.
6. Make pump ready for shipment.

The pump discharge elbow wore thin and was temporarily repaired June 2020 by plant maintenance staff. The elbow is to be replaced as per attached drawings. The area shall be carefully examined to what areas are thin and in need of replacement. The most economical method to replace the areas not within 95% of original material thickness shall be used, whether it is a repair or replacing the elbow section. The coating inside and outside shall be reapplied. Coating shall be of a quality to last 10-15 years.

Include the cost of making the pump ready for return shipment.

SUBMITTALS: Bids shall be based on a complete elbow replacement and entire recoating of interior and exterior surfaces not to exceed bid. Final project cost will be based on inspection and recommended repairs.

Bidders shall also include in their bids:

1. Manufacturing capabilities to repair discharge elbow or obtaining a new discharge elbow.
2. A project schedule for completing the repairs.
3. References of three (3) recent projects of similar scope.

MATERIALS, EQUIPMENT, AND SERVICES PROVIDED BY THE CONTRACTOR: The Contractor shall provide all required hand tools, hoists, scaffolding, consumables, and all other equipment and materials necessary to completely perform the work.

SAFETY: The Contractor shall follow all applicable OSHA regulations, plant safety regulations, and the use of FM Global Hot Work Permit System and FM global Red Tag Permit System.

SCHEDULE: The pump will be pulled by Platte Generating Station personnel and be ready for shipment on October 1, 2020. The Contractor shall include a schedule with the bid and a proposed completion date. All bid repair work is to be completed by **November 7, 2020**.

Access to the plant will be available at all times and the Contractor may determine working hours, however, the plant staff will only be available during normal, daytime, weekday working hours.

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

QUALIFICATIONS: The Contractor shall be a firm specializing in pump repair in industrial locations. Reference contacts of at least three (3) recent projects of similar scope shall be furnished with the bid.

SERVICE RATES: The Contractor shall include in the Bid a teardown and inspection as specified as a lump sum. The Bid shall also include firm unit pricing for adjustments that may be required for work outside of the specified scope of services.

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

CONTACT: Questions regarding this specification may be directed to Mike Steinke or Lynn Mayhew at the Platte Generating Station, telephone (308) 385-5496.

ATTACHMENTS:

- Pump Disassembly Procedure
- Pump Test Curve
- Pump Sectional Drawing 1F-8486
- Pump Outline 2C-5652
- Torquing Instructions GS-1507

INSURANCE: The Contractor shall comply with the attached Insurance Requirements.

MINIMUM INSURANCE REQUIREMENTS
CITY OF GRAND ISLAND, NEBRASKA

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

1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

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

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

2. BUSINESS AUTOMOBILE LIABILITY

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

| | |
|---------------------------------|----------------------------------|
| Bodily Injury & Property Damage | \$ 500,000 Combined Single Limit |
|---------------------------------|----------------------------------|

3. COMPREHENSIVE GENERAL LIABILITY

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

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

4. UMBRELLA LIABILITY INSURANCE

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

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

5. ADDITIONAL REQUIREMENTS

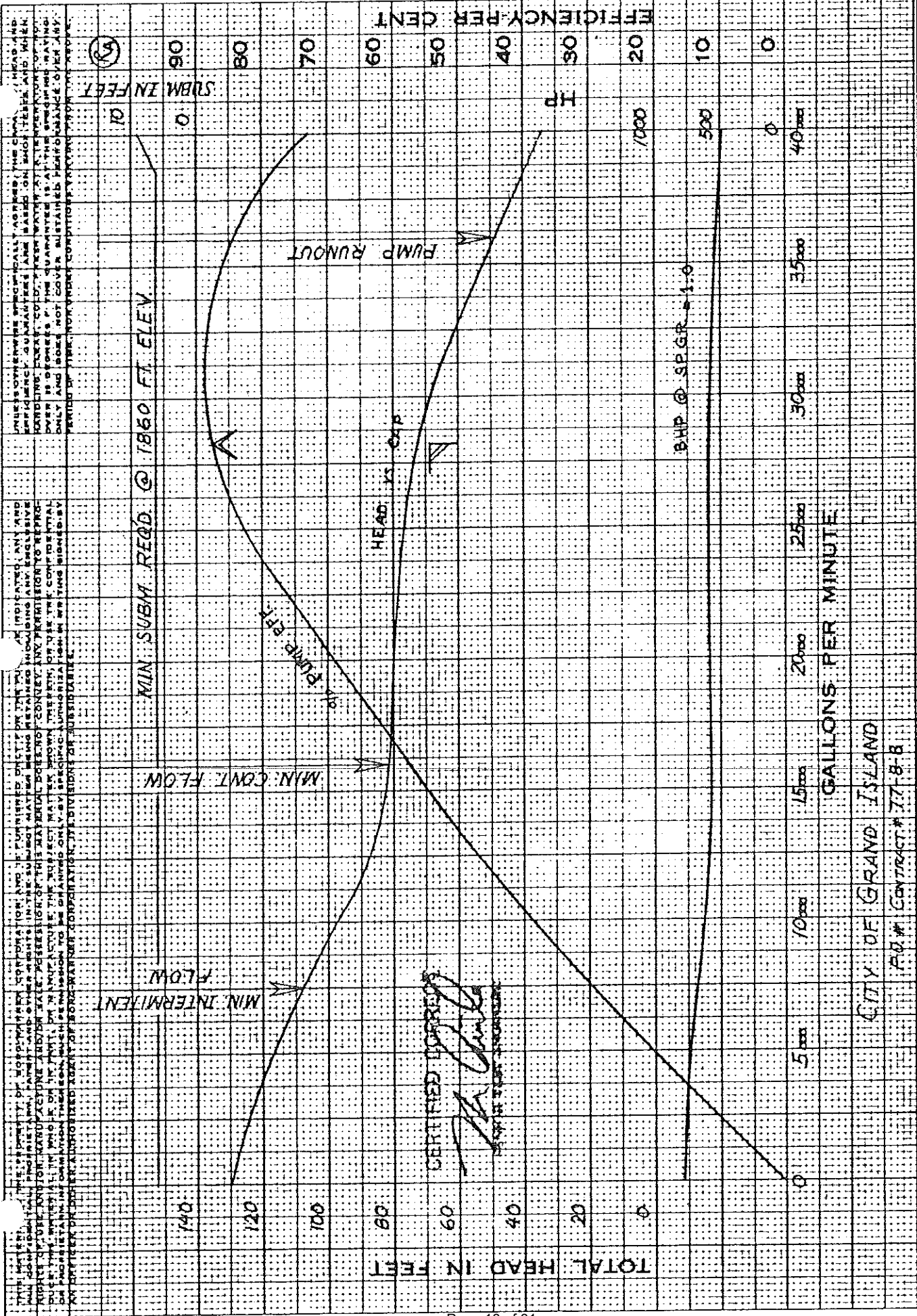
The City may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

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

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

6. CERTIFICATE OF INSURANCE

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



| | | | | |
|--|-------------------|-----------------------------------|----------------------------|-----------------------------|
| PUMP SIZE AND TYPE 42 VX-1STG VC | RPM 705 | IMPELLER NO. R-3970 | FILED TO 1/2 x 4 | BYRON JACKSON TEST |
| | | DATE 12 MAR 80 | DRAWN BY PAL | T-38294 REV. A 8 JUNE 81 |
| | | ASSEMBLY NO. 781-C-0413 | | |
| | | FACTORY NO. 781-C-0413 | | |
| | | CITY OF GRAND ISLAND | | |
| | | RD # CONTRACT # 77-8-B | | |
| | | GALLONS PER MINUTE | | |
| | | 2000 | | |
| | | 1500 | | |
| | | 1000 | | |
| | | 500 | | |
| | | 0 | | |



Iron Jackson Pump Division
BORG-WARNER CORPORATION

PUMP TEST DATA

| PUMP SIZE AND TYPE | | | | GUARANTEED PUMPING CONDITIONS | | | | | | | | | | TESTED BY | | FOR B.J. | |
|--------------------|-------------------|----------------|------------|-------------------------------|------|---|--------|----------------------------|-----------------|-------------------|-------------------|--|-------------------|----------------------|------|-------------------------------|-----|
| 42 VX 1 STG VC | | | | | | | | | | | | | | PAL | | | |
| IMPELLER DRAWING | DIA | TAKE | OVER UNDER | FILED TO | STG. | FIELD SPEED | R.P.M. | G.P.M. | T.D. HEAD | PUMP EFF. | OVERALL EFF. | NPSH | SP. GR. | WITNESSED BY: | | | |
| R-3970 | 23 1/8 X 33 1/4 L | 4 | 1/2 X 4 | 1 | 1 | 705 | 28250 | 69.1 | 87.5 | | | 6'R | 1.0 | CITY OF GRAND ISLAND | | | |
| | | | | | | DIFF. VEL. NO. BETWEEN GAUGES AT 42 I.D. DISCH. | | | | | | CUSTOMER'S ORDER NO. CONTRACT # 77-8-8 | | | | | |
| | | | | | | AND I.D. SUCT. = .083 FT AT 10000 G.P.M. | | | | | | JOB NO. 781-C-0413 | | | | | |
| | | | | | | MOTOR NO. CUST. 700 H.P. 10 POLES 4000 VOLTS | | | | | | ITEM NO. | | | | | |
| | | | | | | MOTOR EFF. 1/2 1/2 1/2 | | | | | | NOTES- | | | | | |
| | | | | | | BAROMETRIC PRESSURE - IN. HG. | | | | | | Motor Serial # 1-5117-11646-1-2 | | | | | |
| SUCT. HD. | | DISCHARGE HEAD | | ELEVATION | | DIFFERENTIAL HEAD | | TOTAL DYNAMIC HEAD IN FEET | | CAPACITY | | POWER | | PUMP EFFICIENCY | | WATER TEMP. OF PUMP SPEED RPM | |
| GAUGE | READ | GAUGE | READ | FEET OF WATER | HEAD | VELOCITY | HEAD | OF WATER | MEASURED WITH | WATER HORSE POWER | BRAKE HORSE POWER | WATT METER READING | EQUIV. H.P. INPUT | VOLTS | AMPS | | |
| | | Hg Col. | FT | | | | | | 36 X 24 VENTURI | | | 2145 | | X40 | X40 | | |
| | | | | | | | | | READ G.P.M. | | | | | | | | |
| 1 | | | 2.15 | 29.3 | 3.7 | 1.3 | 34.3 | 4.35 | 40,000 | 346.5 | 474.8 | .233 | 499.8 | 105.1 | 1.87 | 73.0 | 62 |
| 2 | | | 4.00 | 54.6 | | .9 | 59.2 | 5.05 | 33,000 | 493.3 | 560.4 | .275 | 589.9 | | 2.07 | 88.0 | 716 |
| 3 | | | 4.96 | 67.7 | | .7 | 72.1 | 2.26 | 28,500 | 518.9 | 588.9 | .289 | 619.9 | | 2.14 | 88.1 | 715 |
| 4 | | | 5.42 | 74.0 | | .4 | 78.1 | 1.39 | 22,500 | 443.8 | 584.8 | .287 | 615.6 | | 2.12 | 75.9 | 715 |
| 5 | | | 5.63 | 76.8 | | .2 | 80.7 | .73 | 16,000 | 326.1 | 564.5 | .277 | 594.2 | | 2.08 | 57.8 | 715 |
| 6 | | | 6.71 | 91.6 | | .1 | 95.4 | .33 | 10,500 | 253.0 | 623.6 | .306 | 656.4 | | 2.22 | 40.6 | 714 |
| 7 | | | 7.95 | 108.5 | | 0 | 112.2 | .14 | 6,500 | 184.2 | 701.0 | .344 | 737.9 | | 2.42 | 26.3 | 714 |
| 8 | | | 9.24 | 126.1 | | 0 | 129.8 | 0 | 0 | 0 | 778.4 | .382 | 819.4 | | 2.66 | 0 | 714 |
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T - 38294

PUMP SERIAL NO. 781-C-0413

DATE OF TEST: 12 MARCH 80

BOLT TORQUING PROCEDURE FOR VERTICAL COMMERCIAL PUMPS

1.0 SCOPE

This procedure specifies the bolt torquing method and torque values to be used for pump assembly.

2.0 APPLICATION

2.1 In general this procedure applies to bolting at the following joints: case to case, case to column, column to column, column to discharge head, head to barrel, head to sole plate, foundation bolts, seal flange, stuffing box, drive coupling and any other major bolting.

2.2 All external bolting on sub-assemblies or pumps shipped assembled, must be retorqued to specified values before installation.

3.0 THREAD LUBRICANT

Thread lubricant shall be Dag Dispersion No. 156 or equal. ($\mu = 0.15$)

WARNING: Specified torque values in this procedure are dependent upon strict adherence to lubrication and cleaning procedures specified herein.

4.0 INSPECTION, CLEANING AND LUBRICATION

4.1 All threads shall be examined to insure that there are no incompletely cut threads, burrs, nicks or metallic slivers. Discard or upgrade any bolting which does not pass visual inspection.

4.2 Solvent shall be used to clean all mating surfaces of the fasteners to insure foreign matter, grease, corrosion rust, and previous lubricant is removed.

4.3 Mix or agitate thread lubricant well before using. Apply a uniform layer of lubricant to all surfaces which experience relative motion including threads, nuts, washers, and flange.

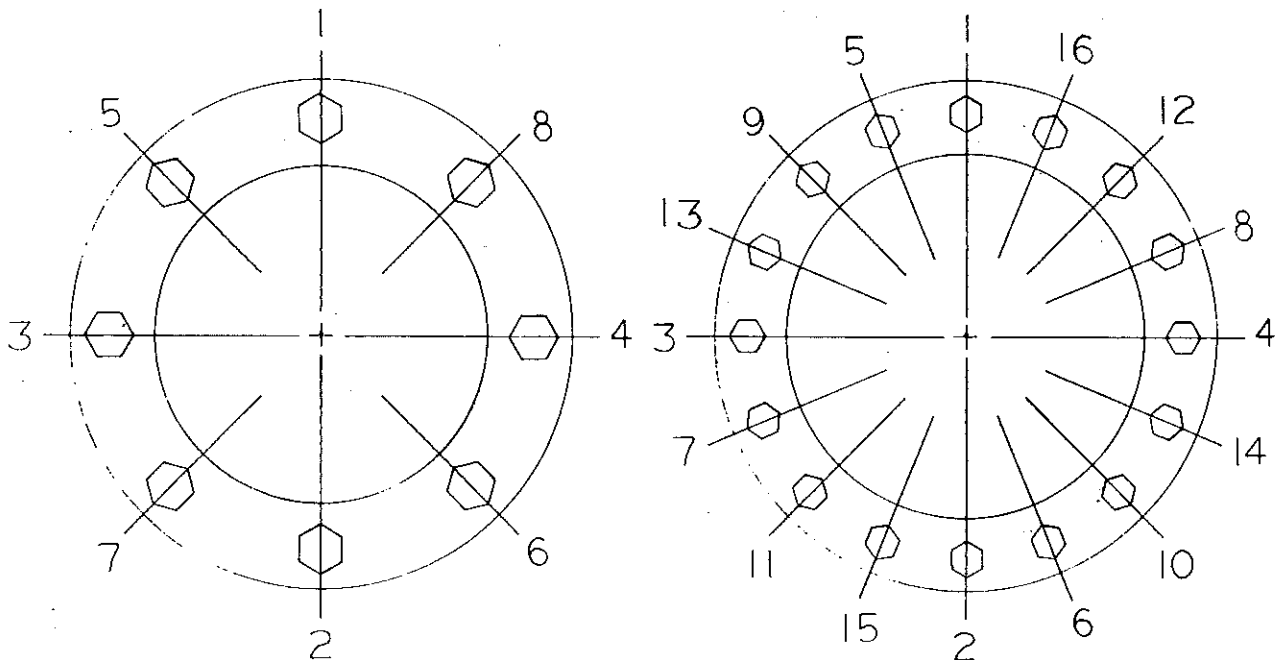
5.0 BOLT TORQUING

- 5.1 Flange mating surfaces shall be thoroughly cleaned. Assemble joint and hand tighten all fasteners to insure uniform metal to metal contact of the flange mating surfaces.
- 5.2 Using the proper size torque wrench (work in 1/4 to 3/4 of wrench scale), pretorque fasteners with an even steady pull to approximately 1/3 of the torque value in the sequence specified in Paragraph 5.3. Repeat sequence increasing torque to approximately 2/3 of the specified value. Finally repeat sequence for the specified torque.

NOTE: Do not use pneumatic impact wrenches.

5.3 Torquing sequence shall be as follows:

Start with any bolt and identify as (1) and location designated as 0°. Bolt (2) will be at 180°; bolt (3) at 270° and bolt (4) at 90°. Using counterclockwise rotation, tighten bolt (5), (see examples below) and continue rotation until all bolts have been tightened.



| SIZE | TORQUE (FT-LBS) | |
|-----------------------|--------------------|---------------------|
| | CATEGORY-I (1) (3) | CATEGORY-II (2) (3) |
| 3/8-16UNC | 16 | 8 |
| 7/16-14UNC | 27 | 14 |
| 1/2-13UNC | 40 | 20 |
| 9/16-12UNC | 60 | 30 |
| 5/8-11UNC | 80 | 40 |
| 3/4-10UNC | 130 | 65 |
| 7/8-9UNC | 210 | 105 |
| 1-8UNC | 330 | 115 |
| 1-1/8-7UNC | 520 | 260 |
| 1-1/8-8UN | 470 | 240 |
| 1-1/4-7UNC | 730 | 370 |
| 1-1/4-8UN | 670 | 340 |
| 1-3/8-6UNC | 970 | 490 |
| 1-3/8-8UN | 910 | 460 |
| 1-1/2-6UNC | 1170 | 590 |
| 1-1/2-8UN | 1070 | 540 |
| 1-3/4-5UNC | 2070 | 1040 |
| 1-3/4-8UN | 2000 | 1000 |
| 2-4 $\frac{1}{2}$ UNC | 3000 | 1500 |
| 2-8UN | 2930 | 1470 |

NOTES:

- (1)Based on approximately 40,000 psi prestress.
- (2)Based on approximately 20,000 psi prestress.
- (3)See Page 4 for typical materials.

CATEGORY-I:

| ASTM NO. | COMMON NAME | STRENGTH (KSI) | |
|---------------------|-------------|----------------|---------|
| | | MIN. YIELD | TENSILE |
| A-193 GR. B7 | 4140 | 105 | 125 |
| A-193 GR. B6 | 410 | 85 | 110 |
| A-193 GR. B16 | 410 | 105 | 125 |
| A-193 GR. B5 | | 80 | 100 |
| A-325 GR. 1 | | 77 | 105 |
| A-354 GR. BB | | 78 | 100 |
| A-449 | | 92 | 120 |
| A-453 GR. 651 C1. A | | 70 | 100 |

CATEGORY-II:

| ASTM NO. | COMMON NAME | STRENGTH (KSI) | |
|--------------------|-------------|----------------|---------|
| | | MIN. YIELD | TENSILE |
| A-107 GR. 1018 | 1020 | 32 | 58 |
| A-193 GR. B8 C1. 1 | 18-8 | 30 | 75 |
| A-307 GR. B | | -- | 55 |
| A-320 GR. B8 | 18-8 | 30 | 75 |
| A-479 GR. 302 | 302 | 30 | 75 |
| A-479 GR. 304 | 304 | 30 | 75 |
| A-479 GR. 316 | 316 | 30 | 75 |
| A-479 GR. 410 | 410 | 40 | 65 |
| B-98 GR CDA-642 | Sil. Brz. | 35 | 72 |
| B-150 GR. CDA-642 | Al. Brz. | 35 | 72 |
| B-164 GR. 400 | Monel | 40 | 80 |

(NOTE: Strength Properties from ASME Sect. VIII and metals handbook).

5.4 PUMP DISASSEMBLY

The pump may be disassembled using either of two basic methods. In the procedure outlined below, which is recommended for this pump, the pump assembly (without the driver) is removed from the pit as a unit and placed horizontally on suitable supports for disassembly. An alternative method is to remove the pump from the pit a section at a time, with I-beams or other suitable supports placed across the foundation opening to support the unit during the disassembly process.

Although the disassembly procedure given below describes the horizontal method of disassembly, the basic sequence of operations for vertical disassembly will be essentially the same. However, when disassembling the pump vertically, be sure that the support beams used are secured to prevent them from spreading laterally under the load, and use care when removing the discharge head to avoid tilting and possible bearing damage. Also, note that the top end of the head shaft is threaded to receive a lifting eye bolt.

5.4.1 General Disassembly Procedure

1. Follow Stopping Procedure, Paragraph 4.5, and disconnect driver leads from power source.
2. Disconnect any auxiliary piping and wiring that would interfere with disassembly.
3. Disassemble the shaft seal as described in Paragraph 2.2.1.
4. Remove cap screws to disconnect the driver-to-pump coupling.
5. Detach and remove the driver.
6. Remove the adjusting plate (532), pump half coupling (530) and two pump half coupling keys (676-3).
7. Disconnect the main discharge piping at the discharge head (465) output flange.
8. Disconnect the discharge head (465) from the sole plate (429).
9. Using lifting lugs on discharge head, lift the pump assembly from the pit and place the pump assembly horizontally on suitable supports.

NOTE: To protect the pump bearings and to ease disassembly, the unit should be placed as level as possible, with all parts including shafts supported adequately at all times.

10. Remove Spirolox ring (334) and gib key (678) and slide shaft sleeve (217) off head shaft (404).
11. Disconnect the discharge head (465) from the column (422) and carefully remove the discharge head over the head shaft (404) while providing shaft support at all times to prevent possible damage to the throttle bushing (232).
12. If removal of the stuffing box bearing (233) is required, place the discharge head in operating position on wood block supports to disconnect and remove the stuffing box (050) and O-ring (747-2), then disassemble the bearing from the stuffing box.
13. Disconnect the column (422) from the top case (076), support the head shaft (404) as required to protect the column bearing (383), and slide the column about 2 or 3 feet up the head shaft. Then disconnect and remove the shaft coupling parts and carefully remove the head shaft from the column.
14. Disassemble the pump bowl assembly as directed in the following paragraph.

5.4.2 Disassembly of Pump Bowl Assembly

1. Place the pump bowl assembly to rest in operating position on wood block supports placed under the suction bell (086).
2. Detach top case (076) from impeller case (077) and carefully lift off top case over pump shaft (167).
3. Thread lifting eye bolt into upper end of pump shaft (167) and attach lifting line, then lift pump shaft and attached impeller (176) from the assembled impeller case (077) and suction bell (086).
4. To remove the impeller from the pump shaft (if necessary), remove in sequence the thrust collar cap screws, thrust collar (226), split ring (256-1), impeller and key (676-1). Heating of the impeller should not be necessary.

5.5 CLEANING AND INSPECTION

1. Discard all gaskets and O-rings removed during disassembly.
2. Discard all used rings of packing.
3. Solvent wash and use clean, dry, filtered compressed air to dry all remaining components. Clean, lint free cloths may augment or substitute for the compressed air.

4. When parts are dry, inspect each part for wear, erosion or corrosion. Discard and provide replacements for any parts worn, eroded, corroded or otherwise damaged sufficiently to impair operation.
5. Refer to Paragraph 5.5.1 for diametral running clearance specifications. Discard and replace all parts not meeting these specifications. Wear ring clearance can be restored by installing original or over-sized wear rings and, if necessary, turning down to size.
6. Repeat the cleaning and drying procedure of Step 3 for all original and replacement parts to be reassembled.

5.5.1 Diametral Running Clearances

The following diametral running clearances are factory tolerances for a new or rebuilt pump. For maintenance purposes, it is recommended that pump running clearances not be allowed to exceed 150% of the maximum values given.

| <u>From</u> | <u>To</u> | <u>Clearance</u> |
|------------------|----------------------------|------------------|
| Pump Shaft (167) | Bottom Bearing (103) | .010-.015" |
| Pump Shaft (167) | Top Case Bearing (397) | .010-.015" |
| Head Shaft (404) | Column Bearing (383) | .010-.013" |
| Head Shaft (404) | Stuffing Box Bearing (233) | .011-.014" |
| Wear Ring (202) | Wear Ring (205) | .025-.029" |

5.6 PUMP REASSEMBLY

Assemble the pump bowl assembly, if disassembled, as directed in Paragraph 5.6.1. Complete the pump assembly and installation as described in Paragraph 5.6.2. Torque all nuts and bolts per Torquing Instructions (GS-1507) contained in Section Seven, noting that fasteners for this pump are Category II.

5.6.1 Reassembly of Pump Bowl Assembly

1. Replace any bearings (103, 397) or wear rings (202, 205) that may have been removed, and be sure all retaining screws are securely tightened.
2. Place impeller key (676-1) in its pump shaft (167) groove, slide impeller (176) up onto shaft past split ring groove, place split ring (256-1) in position and slide impeller down to seat against the split ring. Assemble the thrust collar (226) into place and secure to impeller using socket head cap screws with lockwashers.

NOTE: Lubrication of the pump shaft is recommended to ease installation of the impeller. When installing impeller on shaft, heating should not be required. However, if impeller is heated, do not exceed 200°F. Use a neutral acetylene flame, heat the impeller evenly from the bore outward, and use a pipe sleeve or dampened cloth to keep the flame away from the shaft.

3. If disassembled, reassemble impeller case (077) to suction bell (086) and assemble and torque retaining cap screws, lockwashers and nuts. Place assembled suction bell and impeller case in operating position on wood block supports.
4. Using a lifting eye bolt in pump shaft, carefully raise and lower assembled pump shaft and impeller into assembled impeller case and suction bell.
5. Lift and carefully install top case (076) over the pump shaft to mate with impeller case (077), then assemble and torque the lockwashers and stud nuts.
6. Lift or lay the pump bowl assembly on its side to grease the bottom bearing (103). Remove pipe plug from suction bell bearing housing and install a grease fitting. Using Chevron Moly Grease, Grade 2, or equal, pack the bottom bearing until grease emerges near the thrust collar (226). Then remove the grease fitting and install pipe plug in the suction bell bearing housing.
7. Complete the pump assembly as directed in the next paragraph.

5.6.2 Reassembly of Pump

The following instructions describe reassembly of the pump in a horizontal position, which is the recommended method for this pump. After assembly, the completed pump (without driver) is lifted vertically for installation as a unit.

As an alternative assembly method, the pump can be assembled at the foundation a section at a time as installation proceeds, with I-beams or other suitable supports placed across the foundation opening to support the incomplected unit. In this case, the sequence of operations will be essentially the same as for horizontal assembly; however, when assembling the pump vertically, be sure the support beams used are secured laterally to prevent them from spreading under the load. In addition, when installing the discharge head, use care to avoid tilting and possible damage to the stuffing box bearing. (To avoid this possibility, it is recommended that the stuffing box be removed from the discharge head until after the discharge head is installed.) Also, note that the top end of the head shaft is tapped to receive a lifting eye bolt for vertical handling.

After assembly of the pump bowl assembly (Paragraph 5.6.1), complete the assembly of the pump as follows:

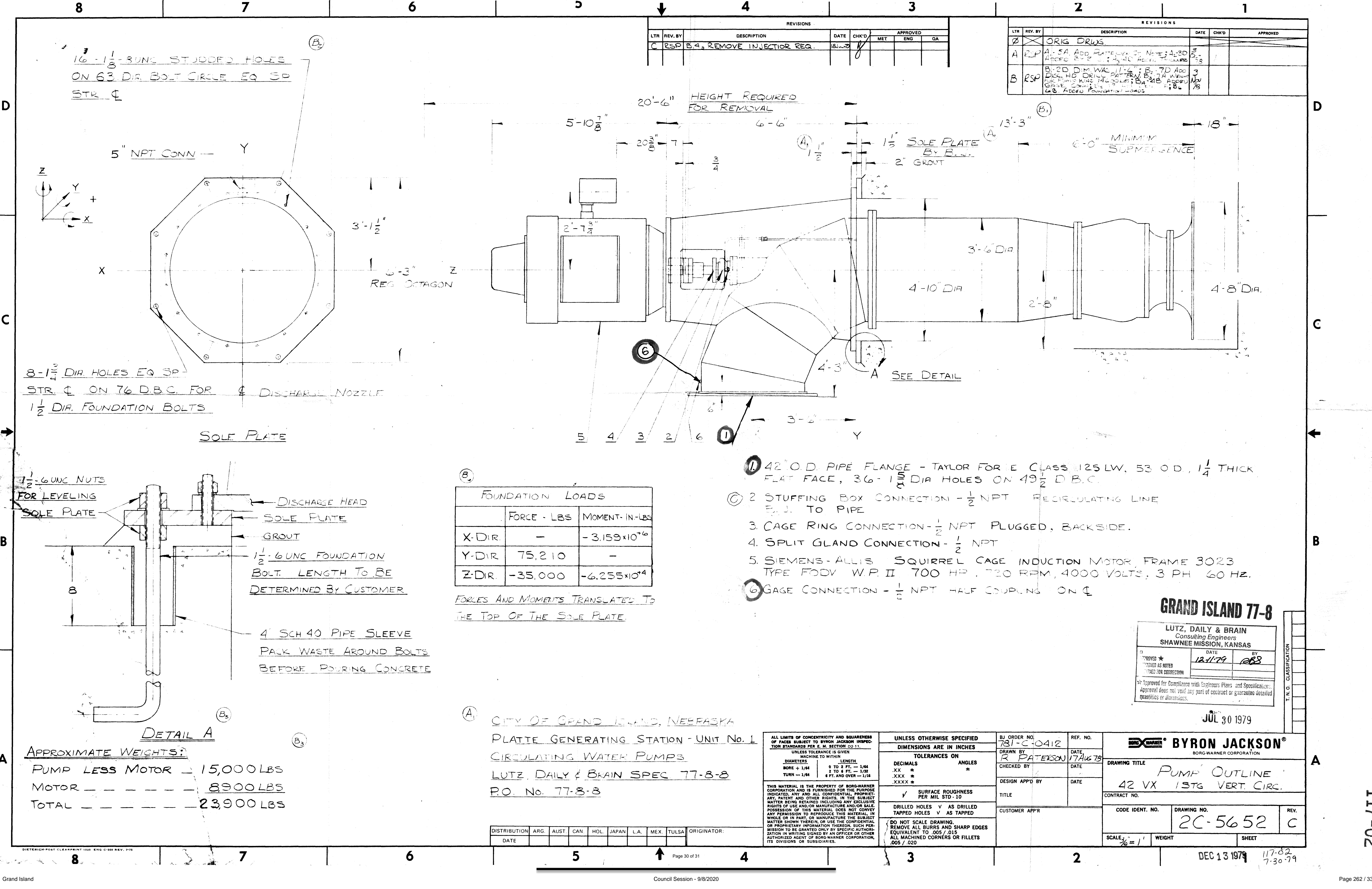
1. Place the pump bowl assembly horizontally as level as possible on wood block supports. Position the assembly to allow approximately 30 feet of working floor space beyond the end of the pump shaft.
2. If removed, reinstall the column bearing (383) in the column (422). Be sure that the bearing retaining screws are securely tightened.
3. Place the column (422) horizontally on wood block supports, correctly aligned with the bowl assembly and about 3 or 4 feet away from the pump top case (076).
4. While providing shaft support at all times and using care to avoid damaging the column bearing (383), slide head shaft (404) into the column through the column bearing, then install coupling parts and assemble the head shaft to the pump shaft (167). With the coupling nuts (255) threaded up tightly, remove set screws (795) and drill small holes in the shafts, on screw centerline, large enough for dog point, then replace the set screws and secure tightly.
5. While continuing to support the head shaft (404) independently to prevent possible bearing damage, slide the column (422) to mate with the pump top case (076), and install and torque the retaining cap screws, lockwashers and nuts.

NOTE: The following step may be performed either with or without the stuffing box (050) installed in the discharge head (465).

6. Carefully install the discharge head to mate with the column (422), using care to guide the head shaft (404) safely through the stuffing box bearing (233), if it is installed. Assemble and torque the retaining cap screws, lockwashers and nuts.
7. Thoroughly clean the top surface of the sole plate (429), removing all dirt, burrs and roughness that could interfere with proper placement of the discharge head.
8. Lift and install the pump assembly onto the sole plate (429) and install and fasten the head-to-plate stud nuts.
9. If not done previously, install the stuffing box bearing (233) in the stuffing box (050) and secure with cap screws and lockwashers; then install O-ring (747-2) and stuffing box to the discharge head (465) and secure with stud nuts and lockwashers.



10. Install sleeve O-ring (747-1), shaft sleeve (217), gib key (678) and Spirolox ring (334) on head shaft (404).
11. Complete the pump installation as directed in the applicable portions of Paragraph 3.9 thru 3.15.



| REVISIONS | | | | | | |
|-----------|---------|---------------------------|--------|-------|-----|----------|
| LTR | REV. BY | DESCRIPTION | DATE | CHK'D | MET | APPROVED |
| C | RSP | B.4. REMOVE INJECTOR REQ. | 8/1/79 | | | |

| REVISIONS | | | | | | |
|-----------|---------|--|--------|-------|-----|----------|
| LTR | REV. BY | DESCRIPTION | DATE | CHK'D | MET | APPROVED |
| Ø | Ø | Ø | Ø | Ø | Ø | Ø |
| A | RSP | A. 5A. ADD PLATE W/EN OF NATE; 4-30 | 8/1/79 | | | |
| B | RSP | B. 2D D.M. WAL 11-6"; B. 7D ADD DIS. HD DRING PATTERN; B. 7A. WEIGHT FOR PUMP WAS 146 LBS; B. 4-18. ADDU GAGE CONNECTIONS; B. 11-6" TAP; B. 8. ADDU FOUNDATION LOADS | 8/1/79 | | | |

| FOUNDATION LOADS | | |
|------------------|-------------|-------------------------|
| | FORCE - LBS | MOMENT - IN-LBS |
| X-DIR. | - | -3,159x10 ⁺⁶ |
| Y-DIR. | 75,210 | - |
| Z-DIR. | -35,000 | -6,255x10 ⁺⁴ |

FORCES AND MOMENTS TRANSLATED TO THE TOP OF THE SOLE PLATE.

- 1. 42" O.D. PIPE FLANGE - TAYLOR FOR E CLASS 125 LW, 53 O.D., 1 1/4" THICK FLAT FACE, 36 - 1 5/8" DIA HOLES ON 49 1/2" D.B.C.
- 2. STUFFING BOX CONNECTION - 1/2" NPT RECIRCULATING LINE E.J. TO PIPE
- 3. CAGE RING CONNECTION - 1/2" NPT PLUGGED, BACKSIDE.
- 4. SPLIT GLAND CONNECTION - 1/2" NPT
- 5. SIEMENS-ALLIS SQUIRREL CAGE INDUCTION MOTOR, FRAME 3023 TYPE FODV W.P. II 700 HP, 720 RPM, 4000 VOLTS, 3 PH 60 HZ.
- 6. GAGE CONNECTION - 1/2" NPT HALF COUPLING ON Ø

GRAND ISLAND 77-8

LUTZ, DAILY & BRAIN
Consulting Engineers
SHAWNEE MISSION, KANSAS

DATE 12/1/79 BY RJB

APPROVED FOR CORRECTION

Approved for Compliance with Engineers Plans and Specifications. Approval does not void any part of contract or guarantee detailed quantities or dimensions.

JUL 30 1979

CITY OF GRAND ISLAND, NEBRASKA
PLATTE GENERATING STATION - UNIT No. 1
CIRCULATING WATER PUMPS
LUTZ, DAILY & BRAIN SPEC 77-8-8
P.O. No. 77-8-8

| DISTRIBUTION | ARG. | AUST. | CAN. | HOL. | JAPAN | L.A. | MEX. | TULSA | ORIGINATOR: |
|--------------|------|-------|------|------|-------|------|------|-------|-------------|
| DATE | | | | | | | | | |

ALL LIMITS OF CONCENTRICITY AND SQUARENESS OF PAGES SUBJECT TO BYRON JACKSON INSPECTION STANDARDS PER E. M. SECTION 02.11.

UNLESS TOLERANCE IS GIVEN MACHINE TO WITHIN

| DIAMETERS | LENGTH |
|-------------|-----------------------|
| BORE + 1/64 | 0 TO 2 FT. - 1/64 |
| TURN - 1/64 | 2 TO 6 FT. - 1/32 |
| | 6 FT. AND OVER - 1/16 |

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UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES

| TOLERANCES ON | ANGLES |
|----------------|--------|
| DECIMALS .XX ± | ° |
| XXX ± | |
| XXXX ± | |

✓ SURFACE ROUGHNESS PER MIL STD - 10

DRILLED HOLES ✓ AS DRILLED TAPPED HOLES ✓ AS TAPPED

DO NOT SCALE DRAWING. REMOVE ALL BURRS AND SHARP EDGES EQUIVALENT TO .005 / .015 ALL MACHINED CORNERS OR FILLETS .005 / .020

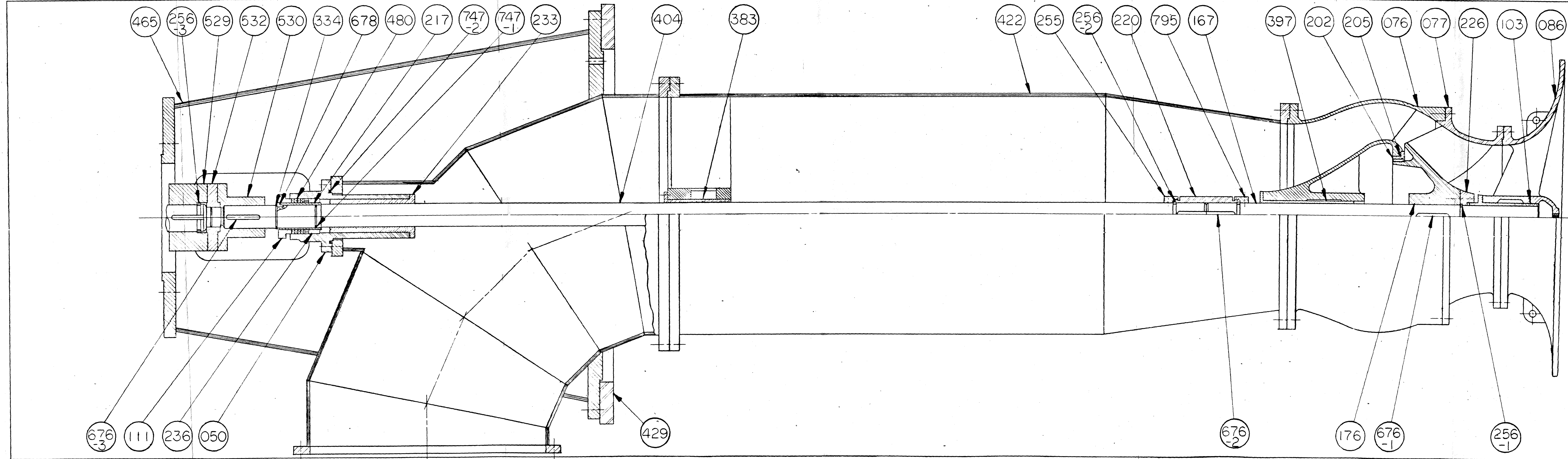
| | |
|-------------------------|-------------|
| BJ ORDER NO. 781-C-0412 | REF. NO. |
| DRAWN BY R. PATERSON | DATE 1/7/79 |
| CHECKED BY | DATE |
| DESIGN APP'D BY | DATE |
| TITLE | |
| CUSTOMER APP'R | |

| BYRON JACKSON® | | |
|-------------------------|-------------|-------|
| BORG-WARNER CORPORATION | | |
| DRAWING TITLE | | |
| PUMP OUTLINE | | |
| 42 VX 1STG VERT. CIRC. | | |
| CONTRACT NO. | | |
| | | |
| CODE IDENT. NO. | DRAWING NO. | REV. |
| | 2C-5652 | C |
| SCALE 1/4" = 1' | WEIGHT | SHEET |
| | | |

DEC 13 1979 117-82 7-30-79

| REF. NO | QTY | DESCRIPTION | MATERIAL |
|---------|-----|-------------------------|---------------------------------|
| 050 | 1 | Stuffing Box | ASTM A-48, Cl. 30 |
| 076 | 1 | Top Case | ASTM A-48, Cl. 30 |
| 077 | 1 | Impeller Case | ASTM A-48, Cl. 30 |
| 086 | 1 | Suction Bell | ASTM A-48, Cl. 30 |
| 103 | 1 | Bottom Bearing | ASTM B-584, UNS No. C93200 |
| 111 | 1 | Split Gland | ASTM B-584, UNS No. C83600 |
| 167 | 1 | Pump Shaft | ASTM A-276, Type 410 H.T. |
| 176 | 1 | Impeller | ASTM B-148, UNS No. C95200 |
| 202 | 1 | Wear Ring-Impeller | ASTM B-148, UNS No. C95200 |
| 205 | 1 | Wear Ring-Case | ASTM B-148, UNS No. C95500 |
| 217 | 1 | Shaft Sleeve | ASTM A-296, Gr. CA-15 |
| 220 | 1 | Coupling Sleeve | ASTM A-296, Gr. CA-15 |
| 226 | 1 | Thrust Collar | ASTM B-584, UNS No. C83600 |
| 233 | 1 | Stuffing Box Bearing | ASTM B-584, UNS No. C93200 |
| 236 | 1 | Cage Ring | ASTM B-584, UNS No. C93200 |
| 255 | 2 | Nut-Coupling Sleeve | ASTM A-336, Gr. F6 |
| 256-1 | 1 | Split Ring | ASTM A-276, Type 410 H.T. |
| 256-2 | 2 | Split Ring | ASTM A-276, Type 410 H.T. |
| 256-3 | 1 | Split Ring | ASTM A-276, Type 410 H.T. |
| 334 | 1 | Spir-O-Lox Ring | AISI Tp. 302 |
| 383 | 1 | Column Bearing | ASTM B-584, UNS No. C93200 |
| 397 | 1 | Top Case Bearing | ASTM B-584, UNS No. C93200 |
| 404 | 1 | Head Shaft | ASTM A-276, Type 410 H.T. |
| 422 | 1 | Column-Outer | ASTM A-516, Gr. 60 |
| 429 | 1 | Sole Plate | ASTM A-283, Gr. C |
| 465 | 1 | Discharge Head | ASTM A-516, Gr. 60 |
| 480 | 4 | Packing Ring | J.C. 100M |
| 529 | 1 | Coupling-Drive Half | ASTM A-576, UNS No. G10180 Park |
| 530 | 1 | Coupling-Pump Half | ASTM A-576, UNS No. G10180 Park |
| 532 | 1 | Adjusting Plate | ASTM A-576, UNS No. G10180 Park |
| 676-1 | 1 | Key-Impeller | ASTM A-582, Type 416 H.T. |
| 676-2 | 4 | Key-Shaft Coupling | ASTM A-582, Type 416 H.T. |
| 676-3 | 2 | Key-Pump Half Coupling | ASTM A-582, Type 416 H.T. |
| 678 | 1 | Gib Key | ASTM A-581, Type 416 H.T. |
| 747-1 | 1 | "O" Ring-Packing Sleeve | Nitrile Buna-N |
| 747-2 | 1 | "O" Ring- Stuffing Box | Nitrile Buna-N |
| 795 | 2 | Set Screw-Coupling Nut | 8-8 S.S. |

NOTE: ASTM MATERIAL CALL OUT FOR REFERENCE ONLY.



| LTR | REV. BY | DESCRIPTION | DATE | CHK'D | APPROVED |
|-----|---------|--------------------------|-----------|-------|----------|
| 0 | X | ORIG DRWG | | | |
| A | | RSP PARTS LIST REV. | 29 JUL 79 | | |
| B | | PRY INNER COLUMN REMOVED | | | |

GRAND ISLAND 77-8

| | |
|---|-----------|
| LUTZ, DAILY & BRAIN Consulting Engineers SHAWNEE MISSION, KANSAS | |
| DATE 12-1-79 | BY RMB |
| *Approved for Compliance with Engineers' Plans and Specifications. Approval does not void any part of contract or guarantee detailed quantities or dimensions. | |

JUL 30 1979
 CITY OF GRAND ISLAND NEBRASKA
 CIRCULATING WATER PUMPS
 LUTZ, DAILY & BRAIN SPEC. 77-8-8
 P.O. NO. 77-8-8

MICROFILMED
 MAR - 1979

| | | | |
|----------------------------|-------------------|--|-----------|
| BJ ORDER NO. 781-C-0412 | REF. NO. | BORG-WARNER • Byron Jackson Pump Division BORG-WARNER CORPORATION LOS ANGELES DIVISION | |
| DRAWN BY M. C. IFFITH | DATE 15 AUG 78 | DRAWING TITLE 42 VX 1-STAGE | |
| CHECKED BY | DATE 22 JUL 78 | CONTRACT NO. | |
| DESIGN APP'D BY | DATE | CODE IDENT. NO. | |
| TITLE | | DRAWING NO. IF-8486 | |
| CUSTOMER APPR | | SCALE | WEIGHT |
| | | SHEET | REV. B |

DEC 13 1979 17-03
 1-30-79

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **JCI Industries, Inc.**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for *CIRCULATING WATER PUMP 1B REPAIR*, and

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

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

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

1. This Contract Agreement.
2. City of Grand Island's Specification for this project.
3. JCI Industries, Inc.'s bid signed and dated August 27, 2020.

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

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

ARTICLE III. That the City shall pay to the Contractor for the performance of the work embraced in this Contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the Contract) of **Forty-Four Thousand Eight Hundred Eighty and no/100 Dollars (\$44,880.00)** for all services, materials, and work covered by and included in the Contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

| | |
|---------------------|--------------|
| Base Bid: Materials | \$ 6,400.00 |
| Labor | 38,000.00 |
| Sales Tax | 480.00 |
| Total | \$ 44,880.00 |

Contractor Tax Option 1

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

ARTICLE IV. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the CIRCULATING WATER PUMP 1B REPAIR.

ARTICLE V. That the Contractor shall start work as soon as possible after the Contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. **Platte Generating Station**, and complete the work on or before **November 7, 2020**.

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

ARTICLE VII. Gratuities and kickbacks: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding

or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

JCI INDUSTRIES, INC.

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date _____
Mayor

Attest: _____
City Clerk

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

Attorney for the City

Date _____

RESOLUTION 2020-210

WHEREAS, the City of Grand Island invited sealed bids for Circulating Water Pump 1B Repairs at Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on August 27, 2020, bids were received, opened and reviewed; and

WHEREAS, JIC Industries, Inc., of Lee's Summit, Missouri, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$44,880.00; and

WHEREAS, the bid of JCI Industries, Inc., is less than the estimate for Circulating Water Pump 1B Repairs at Platte Generating Station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of JCI Industries, Inc., in the amount of \$44,880.00, for Circulating Water Pump 1B Repairs, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2020.

Mike Paulick, Council President

Attest:

Aaron Schmid, Actin City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| October 23, 2020 | ☐ City Attorney |



City of Grand Island

Tuesday, September 8, 2020

Council Session

Item G-7

#2020-211 - Approving Temporary Construction Easement for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (GC Mini Storage, LLC- 3007 N North Road)

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: September 8, 2020

Subject: Approving Temporary Construction Easement for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (GC Mini Storage, LLC- 3007 N North Road)

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

Background

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

A Temporary Construction easement is needed to accommodate the construction activities for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5, which must be approved by City Council. The temporary construction easement will allow for the roadway improvements to this area.

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

Discussion

A temporary construction easement is needed from one (1) property owner for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 to be constructed.

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

| <i>Property Owner</i> | <i>Legal Description</i> | <i>Amount</i> |
|------------------------------|---|----------------------|
| GC Mini Storage, LLC | <p>A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS:</p> <p>REFERRING TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1; THENCE N00°29'53"W (ASSUMED BEARING) ON THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 441.14 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED AND RECORDED IN INSTRUMENT NUMBER 201701200; THENCE S89°50'17"E ON THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 33.08 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH ROAD AND THE POINT OF BEGINNING; THENCE N00°29'20"W ON SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 539.32 FEET; THENCE N15°24'53"E, A DISTANCE OF 107.75 FEET TO THE NORTH LINE OF SAID PARCEL; THENCE S73°14'51"E ON SAID NORTH LINE, A DISTANCE OF 0.50 FEET; THENCE S00°29'20"E, PARALLEL WITH AND 30.00 FEET DISTANT FROM SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 541.78 FEET; THENCE S45°00'00"E, A DISTANCE OF 90.58 FEET; THENCE N85°12'00"W, A DISTANCE OF 33.64 FEET; THENCE S00°29'20"E, PARALLEL WITH AND 60.00 FEET DISTANT FROM SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 40.22 FEET TO THE NORTH LINE OF A PARCEL OF LAND DESCRIBED AND RECORDED IN INSTRUMENT NUMBER 84004890; THENCE N89°50'17"W ON SAID NORTH LINE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING, CONTAINING 20,871 SQUARE FEET, MORE OR LESS.</p> | \$4,630.00 |

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Temporary Construction Easement between the City of Grand Island and the affected property owner for North

Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5, in the amount of \$4,630.00.

Sample Motion

Move to approve the temporary construction easement.

RESOLUTION 2020-211

WHEREAS, a temporary construction easement is required by the City of Grand Island, from an affected property owner in North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 project area:

GC Mini Storage, LLC– \$4,630.00

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1; THENCE N00°29'53"W (ASSUMED BEARING) ON THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 441.14 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED AND RECORDED IN INSTRUMENT NUMBER 201701200; THENCE S89°50'17"E ON THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 33.08 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH ROAD AND THE POINT OF BEGINNING; THENCE N00°29'20"W ON SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 539.32 FEET; THENCE N15°24'53"E, A DISTANCE OF 107.75 FEET TO THE NORTH LINE OF SAID PARCEL; THENCE S73°14'51"E ON SAID NORTH LINE, A DISTANCE OF 0.50 FEET; THENCE S00°29'20"E, PARALLEL WITH AND 30.00 FEET DISTANT FROM SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 541.78 FEET; THENCE S45°00'00"E, A DISTANCE OF 90.58 FEET; THENCE N85°12'00"W, A DISTANCE OF 33.64 FEET; THENCE S00°29'20"E, PARALLEL WITH AND 60.00 FEET DISTANT FROM SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 40.22 FEET TO THE NORTH LINE OF A PARCEL OF LAND DESCRIBED AND RECORDED IN INSTRUMENT NUMBER 84004890; THENCE N89°50'17"W ON SAID NORTH LINE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING, CONTAINING 20,871 SQUARE FEET, MORE OR LESS.

WHEREAS, such Temporary Construction easement has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to compensate the affected property owner for the Temporary Construction easement on the above described tract of land, in the total amount of \$4,630.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2020.

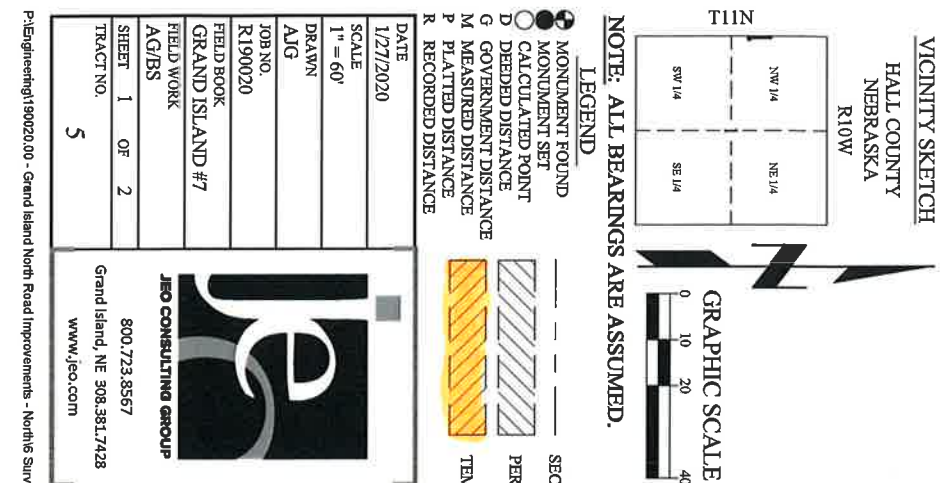
Mike Paulick, Council President

Attest:

Aaron Schmid, Acting City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| October 23, 2020 | ☐ City Attorney |

EXHIBIT "B"

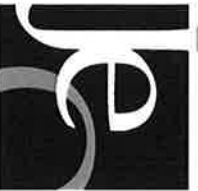


TEMPORARY CONSTRUCTION EASEMENT B

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1; THENCE N00°29'53"W (ASSUMED BEARING) ON THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 441.14 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED AND RECORDED IN INSTRUMENT NUMBER 201701200; THENCE S89°50'17"E ON THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 33.08 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH ROAD AND THE POINT OF BEGINNING; THENCE N00°29'20"W ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 539.32 FEET; THENCE N15°24'53"E, A DISTANCE OF 107.75 FEET TO THE NORTH LINE OF SAID PARCEL; THENCE S73°14'51"E ON SAID NORTH LINE, A DISTANCE OF 0.50 FEET; THENCE S00°29'20"E, PARALLEL WITH AND 30.00 FEET DISTANT FROM SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 541.78 FEET; THENCE S45°00'00"E, A DISTANCE OF 90.58 FEET; THENCE N85°12'00"W, A DISTANCE OF 33.64 FEET; THENCE S00°29'20"E, PARALLEL WITH AND 60.00 FEET DISTANT FROM SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 40.22 FEET TO THE NORTH LINE OF A PARCEL OF LAND DESCRIBED AND RECORDED IN INSTRUMENT NUMBER 84004890; THENCE N89°50'17"W ON SAID NORTH LINE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING, CONTAINING 20,871 SQUARE FEET, MORE OR LESS.

| | | | |
|------------|-----------------|----|---|
| DATE | 1/27/2020 | | |
| SCALE | | | |
| DRAWN | | | |
| AJG | | | |
| JOB NO. | R190020 | | |
| FIELD BOOK | GRAND ISLAND #7 | | |
| FIELD WORK | | | |
| AG/BS | | | |
| SHEET | 2 | OF | 2 |
| TRACT NO. | 5 | | |



JEO CONSULTING GROUP
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Grand Island, NE 308.381.7428
www.jeo.com



City of Grand Island

Tuesday, September 8, 2020

Council Session

Item G-8

#2020-212 - Approving Temporary Construction Easement for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (Nelsen- 3987 W Capital Avenue)

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: September 8, 2020

Subject: Approving Temporary Construction Easement for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (Nelsen- 3987 W Capital Avenue)

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

Background

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

A Temporary Construction easement is needed to accommodate the construction activities for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5, which must be approved by City Council. The temporary construction easement will allow for the roadway improvements to this area.

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

Discussion

A temporary construction easement is needed from one (1) property owner for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 to be constructed.

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

| <i>Property Owner</i> | <i>Legal Description</i> | <i>Amount</i> |
|--|---|---------------|
| HOPE E. NELSEN AND JUSTIN M. NELSEN | <p>A PARCEL OF LAND LOCATED IN LOT 2, NORTHWEST SUBDIVISION AS PLATTED IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS:</p> <p>REFERRING TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S89°54'08"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°54'08"E ON SAID NORTH LINE, A DISTANCE OF 56.76 FEET, THENCE S00°05'52"W, PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 15.00 FEET; THENCE N89°54'08"W, PARALLEL WITH AND 15.00 FEET DISTANT FROM SAID NORTH LINE, A DISTANCE OF 56.76 FEET; THENCE N00°05'52"E, PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, CONTAINING 851 SQUARE FEET, MORE OR LESS.</p> | \$1,500.00 |

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 Easement between the City of Grand Island and the affected property owner for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5, in the amount of \$1,500.00.

Sample Motion

Move to approve the temporary construction easement.

RESOLUTION 2020-212

WHEREAS, a temporary construction easement is required by the City of Grand Island, from an affected property owner in North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 project area:

Hope E. Nelsen and Justin M. Nelsen– \$1,500.00

A PARCEL OF LAND LOCATED IN LOT 2, NORTHWEST SUBDIVISION AS PLATTED IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S89°54'08"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°54'08"E ON SAID NORTH LINE, A DISTANCE OF 56.76 FEET, THENCE S00°05'52"W, PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 15.00 FEET; THENCE N89°54'08"W, PARALLEL WITH AND 15.00 FEET DISTANT FROM SAID NORTH LINE, A DISTANCE OF 56.76 FEET; THENCE N00°05'52"E, PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, CONTAINING 851 SQUARE FEET, MORE OR LESS.

WHEREAS, such Temporary Construction easement has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to compensate the affected property owner for the Temporary Construction easement on the above described tract of land, in the total amount of \$1,500.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2020.

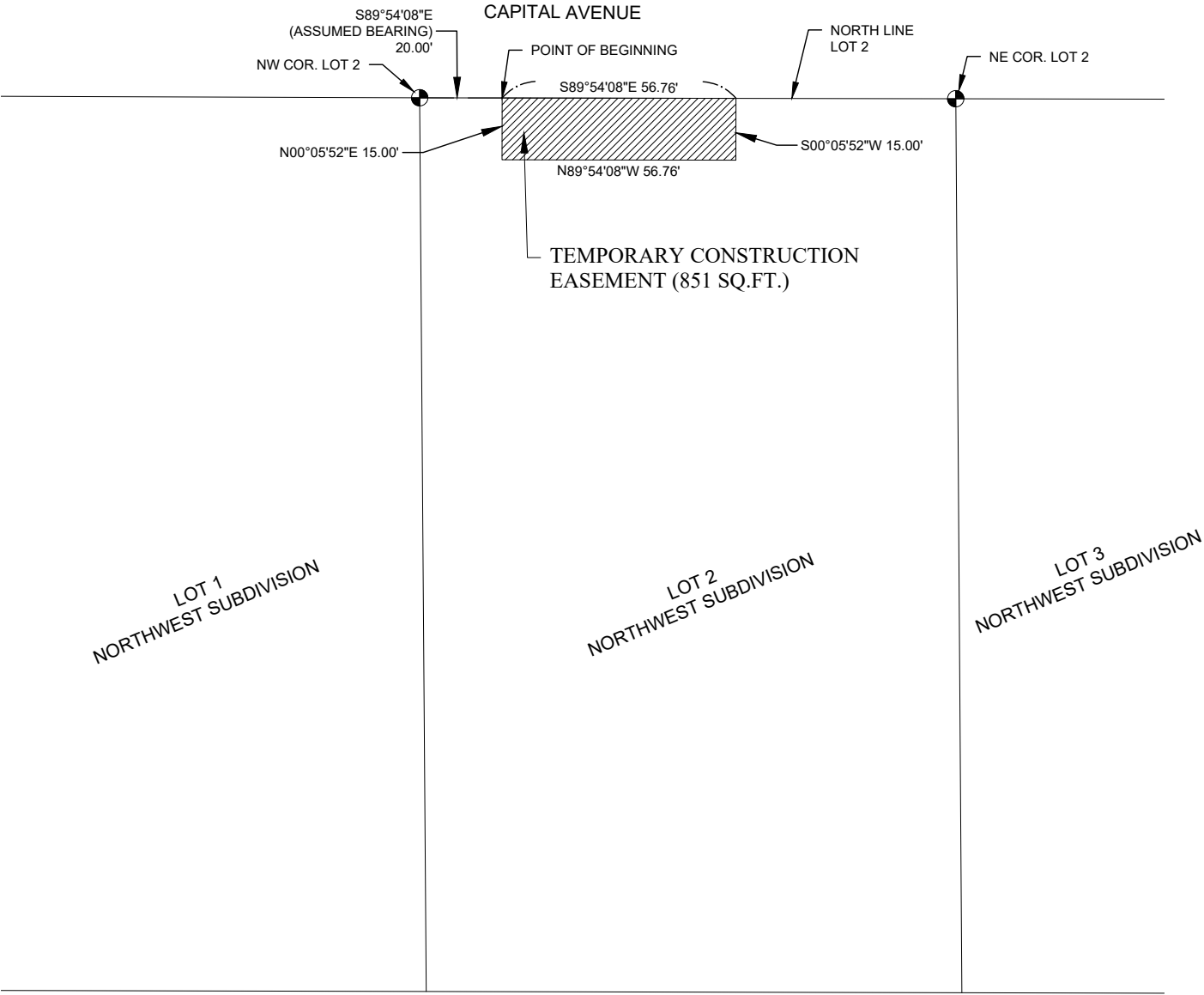
Mike Paulick, Council President

Attest:

Aaron Schmid, Acting City Clerk

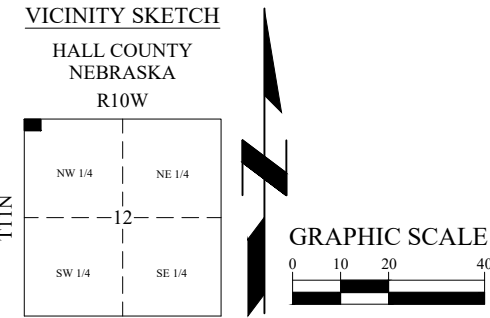
| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| October 23, 2020 | ☐ City Attorney |

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT




TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:


A PARCEL OF LAND LOCATED IN LOT 2, NORTHWEST SUBDIVISION AS PLATTED IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S89°54'08"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°54'08"E ON SAID NORTH LINE, A DISTANCE OF 56.76 FEET; THENCE S00°05'52"W, PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 15.00 FEET; THENCE N89°54'08"W, PARALLEL WITH AND 15.00 FEET DISTANT FROM SAID NORTH LINE, A DISTANCE OF 56.76 FEET; THENCE N00°05'52"E, PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, CONTAINING 851 SQUARE FEET, MORE OR LESS.



NOTE: ALL BEARINGS ARE ASSUMED.

- LEGEND**
- MONUMENT FOUND
 - MONUMENT SET
 - CALCULATED POINT
 - D DEEDED DISTANCE
 - G GOVERNMENT DISTANCE
 - M MEASURED DISTANCE
 - P PLATTED DISTANCE
 - R RECORDED DISTANCE
-  TEMPORARY CONSTRUCTION EASEMENT AREA

| | |
|------------|-----------------|
| DATE | 7/1/2020 |
| SCALE | 1" = 40' |
| DRAWN | AJG |
| JOB NO. | R190020 |
| FIELD BOOK | GRAND ISLAND #7 |
| FIELD WORK | AG/BS |
| SHEET | 1 OF 1 |
| TRACT NO. | 4 |



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City of Grand Island

Tuesday, September 8, 2020

Council Session

Item G-9

#2020-213 - Approving the Municipal Annual Certification of Program Compliance 2020

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: September 8, 2020

Subject: Approving the Municipal Annual Certification of Program Compliance 2020

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

Background

Changes of the reporting requirements to the Nebraska Board of Classifications and Standards (NBCS) were approved by the Nebraska Legislature in March of 2019 with the passing of LB82. Highlights of the changes are below.

In prior years, the City has been required to hold a public hearing on, adopt, and file with the NBCS a One- and Six-Year Street Improvement Plan on a calendar year basis. The City would typically hold the public hearing in December or January. LB82 still requires a public hearing on and adoption of a One- and Six-Year Street Improvement Plan but has given municipalities the ability to choose whether they will continue to report on a calendar year basis or change to a fiscal year basis (part of the budget process).

The City of Grand Island held the 2020 1&6 year Street Improvement Plan public hearing in February of 2020. Then made the transition to adopting the 1&6 year Street Improvement Plan with the annual budget public hearing in August of 2021.

Also, The City was previously required to report on and file annually with the NBCS a financial report of Road, Street, & Highway Programs referred to as the State Street Report. This submittal included specific detailed forms of program expenditures, revenues, equipment inventory, equipment maintenance costs, and material inventory values. With the passing of LB82, this report is no longer required to be completed or filed with the NBCS but the City will need to certify, on an annual basis, that it does use systems for tracking the above items.

Discussion

Attached are the 2020 Annual Certification of Program Compliance forms that will be filed with NBCS in place of filing the One- and Six-Year Street Improvement Plan and the State Street Report for fiscal year 2020.

The 2020 One- and Six-Year Street Improvement Plan was approved by City Council on February 11, 2020 with Resolution No. 2020-42 in compliance.

The tracking of tax revenue and expenditures for the purposes of highway, street, or road use is accomplished with the 210 Fund and the 410 Fund. Fleet Services keeps inventory of equipment and machinery maintenance costs. Supplies inventory, such as traffic signs and other stock items, are tracked by the Streets Division's asset management program.

Public Works staff is recommending the signing of the 2020 Municipal Annual Certification of Program Compliance to the Nebraska Board of Classifications and Standards.

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 2020 Municipal Annual Certification of Program Compliance to the Nebraska Board of Classifications and Standards.

Sample Motion

Move to approve the 2020 Municipal Annual Certification of Program Compliance 2020.

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted.
Failure to return both pages of the original document by the filing deadline (October 31) may result in the suspension of
Highway Allocation funds until the documents are filed.

RESOLUTION

SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE FORM 2020

Resolution No. _____

Whereas: State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2),
requires an annual certification of program compliance to the Nebraska Board of Public Roads
Classifications and Standards; and

Whereas: State of Nebraska Statute, section 39-2120 also requires that the annual certification of program
compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall
include a copy of a resolution of the governing body of the municipality authorizing the signing of the
certification form.

Be it resolved that the Mayor ☐ Village Board Chairperson ☐ of _____
(Check one box) (Print name of municipality)
is hereby authorized to sign the attached Municipal Annual Certification of Program Compliance form.

Adopted this _____ day of _____, 20____ at _____ Nebraska.
(Month)

City Council/Village Board Members

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

City Council/Village Board Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted.

Attest:

(Signature of Clerk)

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to return both pages of the original document by the filing deadline (October 31) may result in the suspension of Highway Allocation funds until the documents are filed.

**MUNICIPAL
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
TO
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS
AND STANDARDS
2020**

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads

Classifications and Standards, the City ☐ Village ☐ of _____
(Check one box) (Print name of municipality)

hereby certifies that it:

- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ **has attached to this certification, a copy of the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson.**



Signature of Mayor ☐ Village Board Chairperson ☐ (Required)

(Date)

Signature of City Street Superintendent (Optional)

(Date)

**Return the completed original certification and resolution by
October 31, 2020 to:**

Nebraska Board of Public Roads Classifications and Standards
PO Box 94759
Lincoln NE 68509



City of Grand Island

Tuesday, September 8, 2020

Council Session

Item G-10

**#2020-214 - Approving Continuation of District No. 2020- 1;
Portions of Platte Valley Industrial Park 3rd, 4th, 6th, 8th, 9th &
10th Subdivisions**

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

Council Agenda Memo

From: Keith Kurz PE, Public Works Engineer

Meeting: September 8, 2020

Subject: Approving Continuation of District No. 2020- 1; Portions of Platte Valley Industrial Park 3rd, 4th, 6th, 8th, 9th & 10th Subdivisions

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

Background

Drainage Improvement District No. 2020-1 was created by City Council on July 14, 2020. Legal notice of the creation of the District was published in the Grand Island Independent on July 20, 2020. A notification letter of the district creation was mailed to all affected property owners.

The District will be made up properties on both the east and west side of Gold Core Drive, south of Schimmer Drive, as shown on the attached exhibit. The project would consist of creating an outlet for the Platte Valley Industrial Park (PVIP) and connecting it to a ditch, which would be constructed in partnership with the Central Platte Natural Resources District (CPNRD), City of Grand Island, Hall County, and the Grand Island Area Economic Development Corporation (GIAEDC). Property owners have inquired about improving drainage in this area and a plan has been developed by the above partnership. The new ditch will improve drainage both up and down stream of the PVIP.

A draft Memorandum of Understanding (MOU) is currently being worked through involving the Central Platte Natural Resources District (CPNRD), City of Grand Island, Hall County, and the Grand Island Area Economic Development Corporation (GIAEDC). The MOU is contingent on the establishment of an assessment district. An agreement will be developed from the MOU detailing each entities responsibility and will be presented for City Council review and subsequent approval.

The assessment to the property owners within the district will be based on contributing area. Because all of the lots included in this district contribute to the drainage creating the problem, the assessment distribution will be based on each property owner's lot size relative to the whole district area. If owner "A" owns a one (1) acre parcel within a ten (10) acre district, owner "A" will pay 10% of the project cost as owner "A"'s land creates 10% of the runoff.

Discussion

The district completed the 30-day protest period at 5:00 p.m., Friday, August 21, 2020, with one protest being filed against this district. The protest filed represents 4.63 acres of 160.33 total acres, resulting in a 2.89% area against the continuation of such district.

The construction of this Drainage Improvement District is budgeted in the 2020/2021 fiscal year Capital Improvement Projects 400 Fund. Construction costs will be assessed to the properties within the district, based on contributing area. Because all of the lots included in this district contribute to the drainage creating the problem, the assessment distribution will be based on each property owner's lot size relative to the whole district area. If owner "A" owns a one (1) acre parcel within a ten (10) acre district, owner "A" will pay 10% of the project cost as owner "A"'s land creates 10% of the runoff.

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

Sample Motion

Move to approve the continuation of Drainage Improvement District No. 2020-1.

RESOLUTION 2020-214

WHEREAS, Drainage Improvement District No. 2020-1; Portions of Platte Valley Industrial Park 3rd, 4th, 6th, 8th, 9th & 10th Subdivisions was created by Ordinance No.9774 on July 14, 2020; and

WHEREAS, notice of the creation of such drainage improvement district was published in the Grand Island Independent, in accordance with the provisions of Section 16-667.01, R.R.S. 1943; and

WHEREAS, Section 16-667.01 R.R.S. 1943, provides that if the owners of record title representing more than 50% of the front footage of the property abutting upon the streets, avenues, or alleys, or parts thereof which are within such proposed district shall file with the City Clerk within thirty days from the first publication of said notice written objections to such district, said work shall not be done and the ordinance shall be repealed, and

WHEREAS, the protest period ended on August 21, 2020, with one protest being filed against this District; and

WHEREAS, the protest filed represents 4.63 acres of the total 160.33 acres within the district, resulting in a 2.89% area against the continuation of such district.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that insufficient protests have been filed with the City Clerk against the creation of Drainage Improvement District No. 2020-1, therefore such district shall be continued and constructed according to law.

- - -

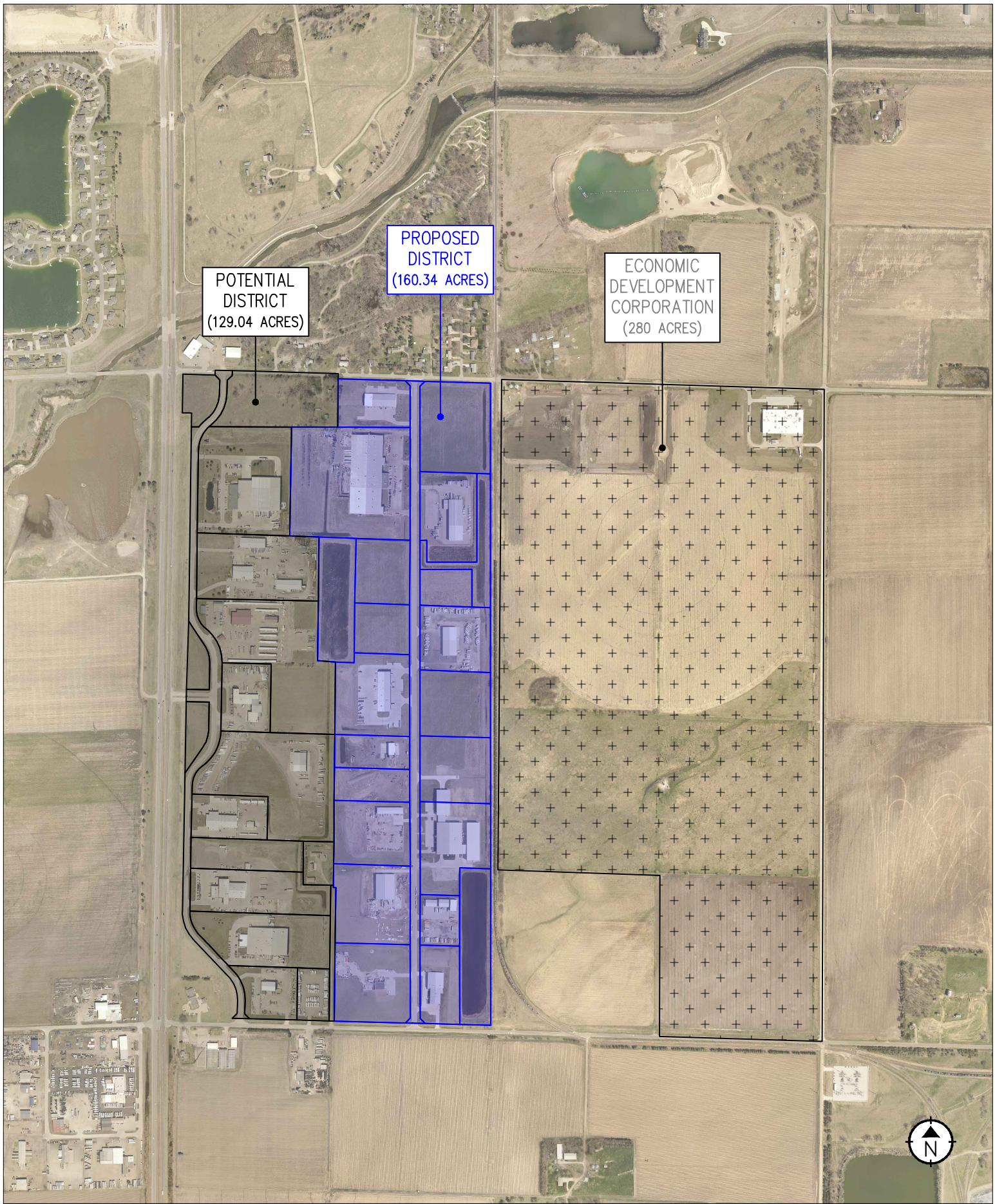
Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2020.

Mike Paulick, Council President

Attest:

Aaron Schmid, Acting City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| October 23, 2020 | ☐ City Attorney |



POTENTIAL DISTRICT PARCELS



City of Grand Island

Tuesday, September 8, 2020

Council Session

Item G-11

#2020-215 - Approving Designation of Sole Source Provider for Landustrie Screw Pumps and Parts for the Wastewater Treatment Plant of the Public Works Department

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

Council Agenda Memo

From: Jon Menough PE, Wastewater Treatment Plant Engineer

Meeting: September 8, 2020

Subject: Approving Designation of Sole Source Provider for Landustrie Screw Pumps and Parts for the Wastewater Treatment Plant of the Public Works Department

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

Background

A replacement bearing is needed for one (1) of the three (3) screw pumps at the Wastewater Treatment Plant, as it has failed. The screw pumps are responsible for pumping wastewater into the aeration basin as part of the treatment process.

Two (2) pumps need to be operational at all times to ensure capacity during rain events. As these bearings are all the same age and have similar run times a spare will also be ordered to prevent any downtime at the plant. There is a lead time of about four (4) weeks from receipt of order, as these bearings are custom made and not kept in stock.

Discussion

Staff is requesting that Epic International, Inc. be designated as the sole source provider for Landustrie screw pumps and parts, as they are the sole source supplier for the United States. Landustrie screw pumps and parts are the only ones compatible with our existing pumps.

The request at this time is to purchase two (2) bearings, at an individual cost of \$15,010.00, resulting in a total purchase of \$30,020.00.

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 pass a resolution designating Epic International, Inc. as the sole source provider for Landustrie screw pumps and parts.

Sample Motion

Move to approve the resolution as submitted.

RESOLUTION 2020-215

WHEREAS, a replacement bearing is needed for one (1) of the three (3) screw pumps at the Wastewater Treatment Plant, as it has failed; and

WHEREAS, the screw pumps are responsible for pumping wastewater into the aeration basin as part of the treatment process; and

WHEREAS, these bearing are all the same age and have similar run times a spare will also be ordered to prevent any down time at the plant, as these bearings are custom made and not kept in stock, with a lead time of about four (4) weeks from receipt of order.; and

WHEREAS, Epic International, Inc. of Ashland, Virginia is the sole source supplier for all Landustrie screw pumps and parts in the United States; and

WHEREAS, it is recommended that Epic International, Inc. of Ashland, Virginia be designated as the sole source provider for Landustrie screw pumps and parts; and

WHEREAS, the request is to purchase two (2) bearings, at an individual cost of \$15,010.00, resulting in a total purchase of \$30,020.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Epic International, Inc. of Ashland Virginia is hereby designated as the sole source provider.

BE IT FURTHER RESOLVED, that the purchase of two (2) bearings, at an individual cost of \$15,010.00, resulting in a total purchase of \$30,020.00 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2020.

Mike Paulick, Council President

Attest:

Aaron Schmid, Acting City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| October 23, 2020 | ☐ City Attorney |

EPIC INTERNATIONAL, Inc.

10993 Richardson Road □ Ashland, Virginia 23005 □ Phone: 804-798-3939 □ Fax: 804-798-9175
Web Site: www.epicintl.com □ e-mail: try@epicintl.com

August 19, 2020

City of Grand Island
3013 E. Swift Road
Grand Island, NE 68801

Attn: Mr. John Rundle
Plant Maintenance Supervisor

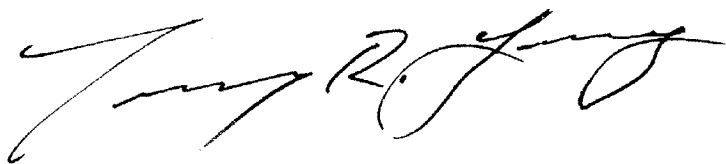
Re : EPIC Sole-Source Letter for Landustrie Screw Pumps and Parts

Dear Mr. Rundle,

This Letter is Certification and Confirmation that *EPIC INTERNATIONAL, INC.* is the Sole Source supplier for all Landustrie Screw Pumps and associated Parts in the United States.

Please contact us should there be any questions and whenever we may be of additional service and assistance.

Very truly yours,



Tracy R. Young
President
EPIC INTERNATIONAL, INC.

Environmental Products for Innovative Conservation

EPIC INTERNATIONAL, Inc.

10993 Richardson Road Ashland, Virginia 23005 Phone: 804-798-3939 Fax: 804-798-9175

E-mail: try@epicintl.com

web site: epicintl.com



FAX TRANSMITTAL

| | | | | |
|-------------|---|---|---------|-----|
| Attention | : | Mr. John Rundle | | |
| Subject | : | Special ECO-FRIENDLY Lower Bearing-Shaft Assembly | | |
| Date | : | August 6, 2020 | | |
| Telephone # | : | 303-390-5480 | # Pages | : 1 |

Dear Mr. Rundle,

As requested, we are please to quote the following Special Landustrie Screw Pump Lower Bearing Assembly.

A) Equipment:

One (1) Special, 30 °, Fully Self Aligning, Oil Lubricated, 160 mm ECO-FRIENDLY Lower Bearing Assembly complete with the following components.

- New Monolithic Ductile Cast Iron Shaft-Shaft Flange
- New High-Strength Flange Hardware: Bolts & Washers
- Full Factory Painting
- Assembly of all components and packing for shipment.
- Sectional Drawing & Parts List
- Installation Instructions

B) Pricing & Terms:

FoB Factory, USD \$ 15,010.00

Prices exclude all State, County, or local Sales, Use or other Taxes. All taxes are by others.

Installation is by others. EPIC is always available for guidance and assistance.

Price validity is 30 days from Bid Date

Payment Terms are Net 30.

C) Clarifications:

- The existing Base & Anchors are expected to be re-used
- The existing Adaptor Flange is expected to be re-used

D) Estimated Ex-Works Production Schedule:

Four (4) Weeks after receipt of the Order

E) Approximate-Estimated Shipping Dimensions and Weight:

35" x 25" x 30" at 375# →425 #

F) Shipping:

Shipping charges will be Pre-Paid and Added.

Your support is deeply appreciated. Please let us know whenever we may be of additional assistance and when we may enter this special equipment into production.

Thank you and best regards,

Tracy Young

EPIC INTERNATIONAL, Inc



City of Grand Island

Tuesday, September 8, 2020

Council Session

Item G-12

#2020-216 - Approving Certificate of Final Completion for Curb Ramp Project No. 2020-CR-1

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: September 8, 2020

Subject: Approving Certificate of Final Completion for Curb Ramp Project No. 2020-CR-1

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

Background

Galvan Construction, Inc. of Grand Island, Nebraska was awarded an \$116,693.45 contract for Curb Ramp Project No. 2020-CR-1 on March 24, 2020. The attached map shows the locations for this work.

Work commenced on May 5, 2020 and was completed on August 24, 2020.

The project plans were prepared with estimated quantities at each curb ramp area. Any required changes are made in the field as the project is being built, dependent on the condition of the sidewalks and curb & gutter.

Discussion

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. Construction of Curb Ramp Project No. 2020-CR-1 was completed with an underrun of \$5,006.24, for a total cost of \$111,687.21.

Additional project costs consist of:

| | | | |
|------------------------------------|-------------|-----------|------------------|
| Public Works Engineering | Staff | \$ | 16,994.90 |
| Menards | PVC Pipe | \$ | 58.02 |
| Grand Island Independent | Advertising | \$ | 125.69 |
| Other Project Costs Total = | | \$ | 17,178.61 |

Total project cost equates to \$128,865.82.

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 Certificate of Final Completion for Curb Ramp Project No. 2020-CR-1.

Sample Motion

Move to approve the resolution as submitted.

R E S O L U T I O N 2020-216

WHEREAS, the City Engineering/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for Project No. 2020-CR-1, installation of Curb Ramps, certifying that Galvan Construction, Inc. of Grand Island, Nebraska, under contract, has completed the curb ramp installation for the total construction amount of \$111,687.21; and

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

WHEREAS, additional project costs equate to \$17,178.61, as shown

| | | |
|------------------------------------|-------------|---------------------|
| Public Works Engineering | Staff | \$ 16,994.90 |
| Menards | PVC Pipe | \$ 58.02 |
| Grand Island Independent | Advertising | \$ 125.69 |
| Other Project Costs Total = | | \$ 17,178.61 |

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 Project No. 2020-CR-1, installation of curb ramps, is hereby confirmed, for a total project cost of \$128,865.82.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2020.

Mike Paulick, Council President

Attest:

Aaron Schmid, Acting City Clerk

| |
|---|
| Approved as to Form <input type="checkbox"/> _____ October 23, 2020 <input type="checkbox"/> City Attorney |
|---|

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Curb Ramp Project No. 2020-CR-1
CITY OF GRAND ISLAND, NEBRASKA
September 8, 2020

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

This is to certify that Curb Ramp Project No. 2020-CR-1 has been fully completed by Galvan Construction, Inc. of Grand Island, Nebraska under the contract dated March 24, 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.

Curb Ramp Project No. 2020-CR-1

| Item No. | Description | Total Quantity | Unit | Unit Price | Total Cost |
|------------------------------|-----------------------------------|----------------|------|-------------|----------------------|
| Bid Section A - | | | | | |
| 1 | Mobilization | 1.00 | LS | \$ 750.00 | \$ 750.00 |
| 2 | Remove Walk | 4,579.76 | SF | \$ 2.75 | \$ 12,594.34 |
| 3 | Remove Brick Walk | 362.83 | SF | \$ 2.75 | \$ 997.78 |
| 4 | Remove Pavement | 402.11 | SY | \$ 26.75 | \$ 10,756.44 |
| 5 | Saw Cut | 1,488.32 | LF | \$ 3.85 | \$ 5,730.03 |
| 6 | Build Walk | 5,214.78 | SF | \$ 4.50 | \$ 23,466.51 |
| 7 | Build Walk with Curb | 494.34 | SF | \$ 6.50 | \$ 3,213.21 |
| 8 | Build 4" PCC Stamped Walk | 16.61 | SF | \$ 22.50 | \$ 373.73 |
| 9 | Build 6" PCC Pavement | 381.78 | SY | \$ 52.50 | \$ 20,043.45 |
| 10 | Build Curb | 1,121.00 | LF | \$ 2.85 | \$ 3,194.85 |
| 11 | Build Vertical Curb | 26.60 | LF | \$ 25.00 | \$ 665.00 |
| 12 | Adjust Water Curb Stop Box | 7.00 | EA | \$ 125.00 | \$ 875.00 |
| 13 | Adjust Curb Inlet- Type B | 2.00 | EA | \$ 200.00 | \$ 400.00 |
| 14 | Remove Tree | 1.00 | EA | \$ 1,000.00 | \$ 1,000.00 |
| 15 | Remove & Reset Street Sign/Post | 1.00 | EA | \$ 100.00 | \$ 100.00 |
| 16 | Remove & Reset Railroad Ties | 70.56 | LF | \$ 20.00 | \$ 1,411.20 |
| 17 | Sod Area | 389.31 | SY | \$ 15.00 | \$ 5,839.65 |
| 18 | Detectable Warning Panels | 536.00 | SF | \$ 28.50 | \$ 15,276.00 |
| 19 | Landscaping and Sprinkler Repairs | 1.00 | LS | \$ 3,500.00 | \$ 3,500.00 |
| 20 | Traffic Control | 1.00 | LS | \$ 1,500.00 | \$ 1,500.00 |
| Total Bid Section A = | | | | | \$ 111,687.19 |

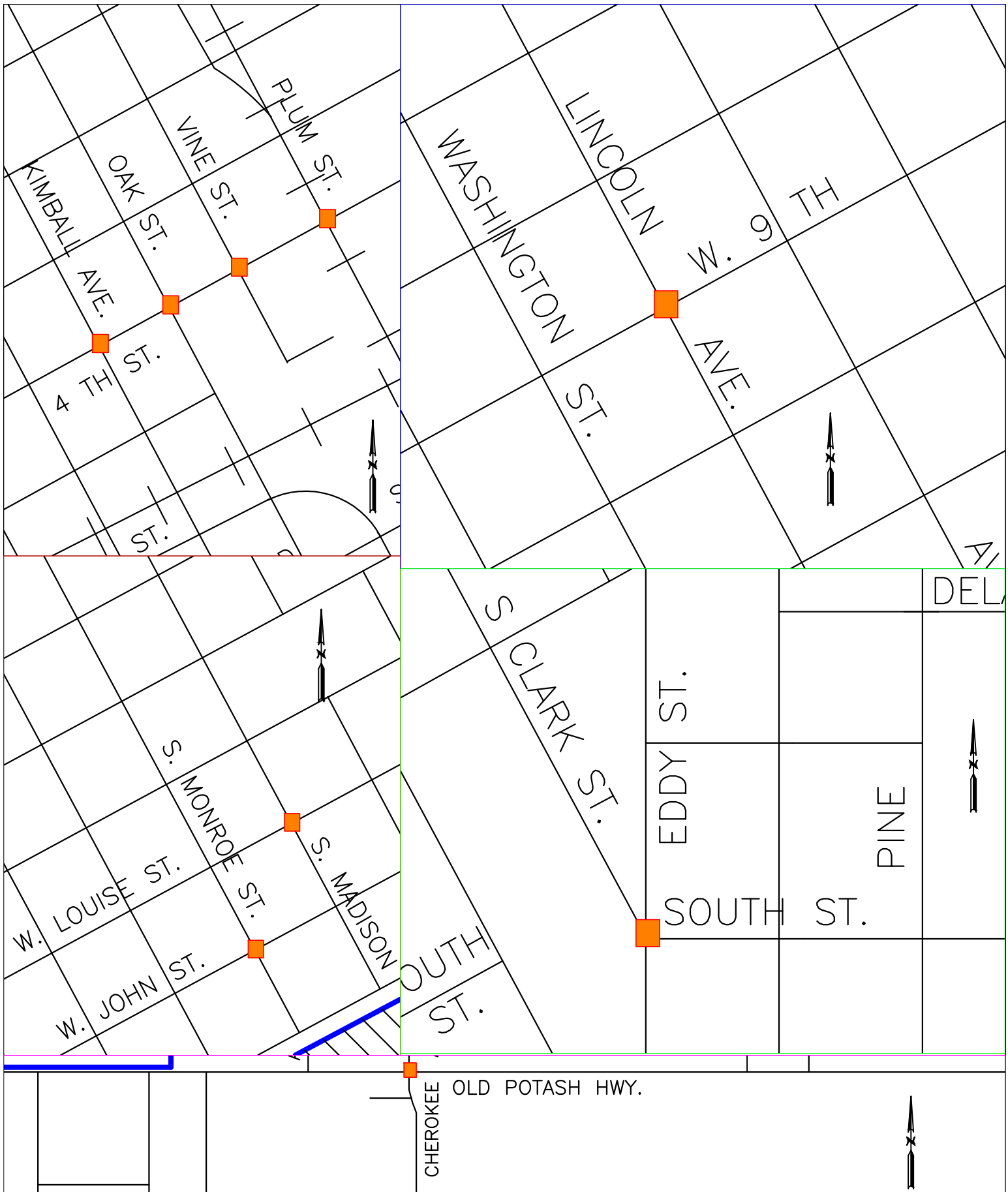
Additional Project Costs:

| | | |
|------------------------------------|-------------|----------------------|
| Public Works Engineering | Staff | \$ 16,994.90 |
| Menards | PVC Pipe | \$ 58.02 |
| Grand Island Independent | Advertising | \$ 125.69 |
| Other Project Costs Total = | | \$ 17,178.61 |
| Grand Total = | | \$ 128,865.80 |

I hereby recommend that the Engineer's Certificate of Final Completion for Curb Ramp Project No. 2020-CR-1 be approved.

John Collins – City Engineer/Public Works Director

Roger G. Steele– Mayor





City of Grand Island

Tuesday, September 8, 2020

Council Session

Item G-13

#2020-217 - Approving Change Order No. 1 for North Road Paving Improvements; Project No. 2019-P-5 (Phase I) and 2019-S-8 North Road Northview Crossing and Water Main Project No. 2020-W-7

Staff Contact: John Collins

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: September 8, 2020

Subject: Approving Change Order No. 1 for North Road Paving Improvements; Project No. 2019-P-5 (Phase I) and 2019-S-8 North Road Northview Crossing and Water Main Project No. 2020-W-7

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

Background

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$3,335,787.35 contract on March 10, 2020, via Resolution No. 2020-57, for the North Road Paving Improvements; Project No. 2019-P-5 (Phase I) and 2019-S-8 North Road Northview Crossing and Water Main Project No. 2020-W-7.

Discussion

Change Order No. 1 for North Road improvements is being requested to rectify quantities and allow for sprinkler repairs within this project. A planned water main lowering was eliminated due to actual pipe clearance in the field, adjustments were made to the storm sewer layout, with removal of two (2) manhole structures. For cost efficiencies the storm sewer profile was adjusted to convert 36" round equivalent pipe to 36" circular pipe, and sprinkler repair costs were added to the project for consistency with other roadway projects.

The cost associated with Change Order No. 1 is a total of \$14,799.00, resulting in a revised contract amount of \$3,350,586.35.

Alternatives

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

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date

4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve Change Order No. 1 for the North Road Paving Improvements; Project No. 2019-P-5 (Phase I) and 2019-S-8 North Road Northview Crossing and Water Main Project No. 2020-W-7 with The Diamond Engineering Company of Grand Island, Nebraska.

Sample Motion

Move to approve the resolution as submitted.

RESOLUTION 2020-217

WHEREAS, on March 10, 2020, via Resolution No.2020-57, the City of Grand Island awarded The Diamond Engineering Company of Grand Island, Nebraska the bid in the amount of \$3,335,787.35 for North Road Paving Improvements; Project No. 2019-P-5 (Phase I) and 2019-S-8 North Road Northview Crossing and Water Main Project No. 2020-W-7; and

WHEREAS, it has been determined that modifications are necessary to complete such project; and

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, the cost associated with such change order is \$14,799.00, resulting in a revised contract amount of \$3,350,586.35.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1, at a cost of \$14,799.00, between the City of Grand Island and The Diamond Engineering Company of Grand Island, Nebraska to provide the modifications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2020.

Mike Paulick, Council President

Attest:

Aaron Schmid, Acting City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| October 23, 2020 | ☐ City Attorney |



City of Grand Island

Tuesday, September 8, 2020

Council Session

Item I-1

#2020-218 - Consideration of Setting the General Property Tax Request for FY 2020-2021

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

Staff Contact: Patrick Brown

R E S O L U T I O N 2020-218 (A)

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the Governing Body of the City of Grand Island, Nebraska passes by a majority vote a resolution or ordinance setting the tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request.

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

1. The 2020-2021 City General property tax request be set at \$13,108,533 of which \$12,369,803 is designated for City General property tax and \$738,730 is designated for Community Redevelopment Authority (CRA).
2. The total assessed value of property differs from last year's total assessed value by 5.42%.
3. The City General property tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$0.3445 per \$100 of assessed value.
4. The City General property tax rate designated for CRA which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$0.0205 per \$100 of assessed value.
5. The City of Grand Island, Nebraska proposes to adopt a City General property tax request that will cause its tax rate to be \$0.3631 per \$100 of assessed value.
6. The City of Grand Island, Nebraska proposes to adopt a City General property tax request designated for CRA that will cause its tax rate to be \$0.0217 per \$100 of assessed value.
7. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of Grand Island, Nebraska will exceed last year's by 2.12%.
8. A copy of this resolution be certified and forwarded to the County Clerk on or before October 13, 2020.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2020.

Mike Paulick, Council President

| |
|---|
| Approved as to Form <input type="checkbox"/> _____ October 23, 2020 <input type="checkbox"/> City Attorney |
|---|

Attest:

Aaron Schmid, Acting City Clerk

R E S O L U T I O N 2020-218 (B)

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the Governing Body of the City of Grand Island, Nebraska passes by a majority vote a resolution or ordinance setting the tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request.

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

1. The 2020-2021 City General property tax request be set at \$12,434,642 of which \$11,734,634 is designated for City General property tax and \$700,008 is designated for Community Redevelopment Authority (CRA).
2. The total assessed value of property differs from last year's total assessed value by 5.42%.
3. The City General property tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$0.3445 per \$100 of assessed value.
4. The City General property tax rate designated for CRA which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$0.0205 per \$100 of assessed value.
5. The City of Grand Island, Nebraska proposes to adopt a City General property tax request that will cause its tax rate to be \$0.3445 per \$100 of assessed value.
6. The City of Grand Island, Nebraska proposes to adopt a City General property tax request designated for CRA that will cause its tax rate to be \$0.0205 per \$100 of assessed value.
7. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of Grand Island, Nebraska will exceed last year's by 2.12%.
8. A copy of this resolution be certified and forwarded to the County Clerk on or before October 13, 2020.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2020.

Mike Paulick, Council President

| |
|---|
| Approved as to Form <input type="checkbox"/> _____ October 23, 2020 <input type="checkbox"/> City Attorney |
|---|

Attest:

Aaron Schmid, Acting City Clerk

RESOLUTION 2020-218 (C)

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the Governing Body of the City of Grand Island, Nebraska passes by a majority vote a resolution or ordinance setting the tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request.

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

1. The 2020-2021 City General property tax request be set at \$12,734,642 of which \$12,034,634 is designated for City General property tax and \$700,008 is designated for Community Redevelopment Authority (CRA).
2. The total assessed value of property differs from last year's total assessed value by 5.42%.
3. The City General property tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$0.3445 per \$100 of assessed value.
4. The City General property tax rate designated for CRA which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$0.0205 per \$100 of assessed value.
5. The City of Grand Island, Nebraska proposes to adopt a City General property tax request that will cause its tax rate to be \$0.3533 per \$100 of assessed value.
6. The City of Grand Island, Nebraska proposes to adopt a City General property tax request designated for CRA that will cause its tax rate to be \$0.0205 per \$100 of assessed value.
7. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of Grand Island, Nebraska will exceed last year's by 2.12%.
8. A copy of this resolution be certified and forwarded to the County Clerk on or before October 13, 2020.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2020.

Mike Paulick, Council President

| | |
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| Approved as to Form | by _____ |
| October 23, 2020 | City Attorney |

Attest:

Aaron Schmid, Acting City Clerk



City of Grand Island

Tuesday, September 8, 2020

Council Session

Item I-2

#2020-219 - Consideration of Setting the Downtown Improvement Parking District #2 (Ramp) for FY 2020-2021

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

Staff Contact: Patrick Brown

RESOLUTION 2020-219

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the Governing Body of the City of Grand Island, Nebraska passes by a majority vote a resolution or ordinance setting the tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request.

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

1. The 2020-2021 Downtown Improvement District #2 (Ramp) property tax request be set at \$8,080.00.
2. The total assessed value of property differs from last year's total assessed value by 7.56%.
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$0.0159 per \$100 of assessed value.
4. The Downtown Improvement District #2 (Ramp) proposes to adopt a property tax request that will cause its tax rate to be \$0.0159 per \$100 of assessed value.
5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the Downtown Improvement District #2 (Ramp) will exceed last year's by 0.00%.
6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 13, 2020

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2020.

Mike Paulick, Council President

Attest:

Aaron Schmid, Acting City Clerk

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| Approved as to Form | <input type="checkbox"/> | _____ |
| October 23, 2020 | <input type="checkbox"/> | City Attorney |



City of Grand Island

Tuesday, September 8, 2020

Council Session

Item I-3

#2020-220 - Consideration of Appointment of Interim Library Director

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Roger Steele, Mayor
Meeting: September 8, 2020
Subject: Appointment of Interim Library Director
Presenter(s): Roger Steele, Mayor

Background

Library Director, Steve Fosselman, will retire on September 11, 2020 after 29 years of service. A search to locate a new Director is underway. In the interim it is appropriate to appoint an interim Director.

Discussion

I am requesting approval of Celine Swan to serve as the Interim Library Director. Mrs. Swan presently serves as a Librarian II and has been with the Library for the past 20 years. Mrs. Swan has earned a Bachelor of Arts Degree in Business Information Systems from Bellevue University and a Masters of Library and Information Science from the University of Missouri-Columbia.

Alternatives

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

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

Recommendation

City Council is recommended to approve the appointment of Celine Swan.

Sample Motion

Move to approve the appointment of Celine Swan as the Interim Library Director.

RESOLUTION 2020-220

WHEREAS, the Library Director position will become vacant on September 11, 2020 and an interim appointment may be made; and

WHEREAS, the Mayor has recommended the appointment of Celine Swan as Interim Library Director effective September 12, 2020 until such time as another appointment is made.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Celine Swan is hereby duly appointed Interim Library Director for the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2020.

Mike Paulick, Council President

Attest:

Aaron Schmid, Acting City Clerk

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|---------------------|-----------------|
| Approved as to Form | ▣ _____ |
| October 23, 2020 | ▣ City Attorney |



City of Grand Island

Tuesday, September 8, 2020

Council Session

Item I-4

#2020-221 - Consideration of Approving Grow Grand Island Contract

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Administrator

Meeting: September 8, 2020

Subject: Amended and Restated Agreement by and Between the City of Grand Island and Grow Grand Island, Inc. for Community Enhancement Programs.

Presenter(s): Stacy Nonhof, Interim City Administrator

Background

At the primary election held May, 2016, the electorate of City authorized imposition of an occupation tax of one and one-half percent (1½%) on the sale of all food and beverages presently subject to sales tax at commercial establishments in the City. The ballot measure directed the occupation tax shall be used for the following community enhancements:

1. The annual financial commitment to the Nebraska State Fair as required by state law;
2. Promote entertainment, agricultural and livestock shows, trade shows and similar events that will attract visitors to Grand Island;
3. Ongoing enhancement and development of recreational and athletic facilities such as hike, bike and recreational trails, ball fields and other community activity needs; and
4. Invest in community development projects and activities that stimulate progress and growth for Grand Island;

The Grow Grand Island initiative was expected to be the recipient of funds to accomplish numbers 2 and 4 listed above.

Grow Grand Island, Inc., a Nebraska nonprofit corporation (“GGI”), was organized and established through the effort of community minded individuals and organizations for the purpose of promoting, encouraging, and developing projects and programs to promote entertainment, agricultural and livestock shows, trade shows and similar events that will attract visitors to Grand Island and to invest in community development projects and activities that stimulate progress and growth for Grand Island.

City Administration recommends approval of the Amended and Restated Agreement by and Between the City of Grand Island and Grow Grand Island, Inc. For Community Enhancement Programs.

Discussion

The attached agreement outlines and authorizes Grow Grand Island, Inc. to receive funds from the Food and Beverage Occupation Tax to be used for community betterment purposes as defined in the agreement. Community betterment projects must be approved by the City Administrator for Grow Grand Island's use of city-provided funds. The agreement provides for payment of \$150,000 to satisfy the city's obligation for the 2019-20 fiscal year and for \$500,000 in available funds each of four fiscal years thereafter contingent upon the availability of sufficient Food and Beverage Tax funds and council appropriations. Changes from the current agreement include: appointment of up to three liaisons to Grow Grand Island, Inc., requires GGI to submit proposed schedules with project proposals, incorporates language from a previously approved addendum, and clarification of various items.

Conclusion

This item is presented to the City Council for approval of agreement by adoption of the resolution.

Sample Motion

Move to approve the Amended and Restated Agreement by and Between the City of Grand Island and Grow Grand Island, Inc. for Community Enhancement Programs.

**AMENDED AND RESTATED AGREEMENT BY AND BETWEEN THE CITY OF
GRAND ISLAND
AND
GROW GRAND ISLAND, INC. FOR COMMUNITY ENHANCEMENT PROGRAMS.**

This Amended and Restated Agreement dated this ____ day of September, 2020, by and between the CITY OF GRAND ISLAND, a Nebraska municipal corporation (“City”) and GROW GRAND ISLAND, INC., a Nebraska nonprofit corporation (“GGI”), amends and restates that Agreement dated October 25, 2016 between the City and GGI as amended on March 28, 2017.

WITNESSETH:

WHEREAS, at the primary election held May 2016, the electorate of the City authorized imposition of an occupation tax on retailers of food and beverages at a rate of one and one-half percent on the sale of all food and beverages presently subject to Nebraska sales and use tax at commercial establishments in the City; and

WHEREAS, the above-mentioned ballot measure directed the occupation tax shall be used for the following community enhancements:

1. The annual financial commitment to the Nebraska State Fair as required by state law;
2. Promote entertainment, agricultural and livestock shows, trade shows and similar events that will attract visitors to Grand Island;
3. Ongoing enhancement and development of recreational and athletic facilities such as hike, bike and recreational trails, ball fields and other community activity needs; and
4. Invest in community development projects and activities that stimulate progress and growth for Grand Island; and

WHEREAS, Nebraska Revised Statute § 13-315 authorizes cities to expend up to four-tenths of one percent of the taxable valuation of the city for the purpose of encouraging immigration, new industries, and investment and to conduct and carry on a publicity campaign, including a publicity campaign conducted for the purpose of exploiting and advertising the various agricultural, horticultural, manufacturing, commercial, and other resources, including utility services, of the city. Such sum may be expended directly by the city or may be paid to the chamber of commerce or other commercial organization or a similar county organization or

multicounty organization or local development corporation to be expended for the purposes enumerated in this section under the direction of the board of directors of the organization; and

WHEREAS, City desires to contract with a community based, private nonprofit corporation to assist and partner with the City for the development of programs, projects, and events specifically designed to promote entertainment, agricultural and livestock shows, trade shows and similar events that will attract visitors to Grand Island and community development projects and activities that stimulate progress and growth for Grand Island; and

WHEREAS, Grow Grand Island, Inc., a Nebraska nonprofit corporation (“GGI”), was organized and established through the effort of community minded individuals and organizations for the purpose of promoting, encouraging, and developing projects and programs to promote entertainment, agricultural and livestock shows, trade shows and similar events that will attract visitors to Grand Island and to invest in community development projects and activities that stimulate progress and growth for Grand Island; and

WHEREAS, GGI has and will obtain funds for its community enhancement programs through private and corporate contributions, grants, gifts, and other sources; and

WHEREAS, it is desirable for City and GGI to participate in a joint public-private effort for the purpose of promoting, encouraging, and developing community enhancement programs for Grand Island; and

WHEREAS, such joint public-private effort enhances efficiency, promotes cost savings and increases the effectiveness of community enhancement programs that would otherwise be realized through a separate private and a separate public program; and

WHEREAS, it is in the best interests of the City, its citizenry, and the Grand Island community and area that City contract with GGI, as set forth herein, for the establishment, development, operation, and maintenance of community enhancement programs within the City; and

WHEREAS, City and GGI desire to restate and extend their agreements as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, City and GGI do hereby agree as follows:

Section 1. Recitals. The recitals contained above are incorporated herein by this reference.

Section 2. Purpose. Through a joint and collaborative effort between City and GGI, the purposes of this Agreement are: (a.) the promotion, encouragement, and development of projects and programs to promote entertainment, agricultural and livestock shows, trade shows and similar events that will attract visitors to Grand Island and (b.) investment in community development projects and activities that stimulate progress and growth for Grand Island, such project and programs, herein referred to as “community enhancement programs.” To foster collaboration, the City’s mayor may appoint up to three representatives as liaisons to attend GGI Executive Committee meetings.

Section 3. Term. The Initial Term of this Agreement shall be for a period of forty-eight months commencing October 1, 2016, the “Initial Term”. Subject to Sections 14 and 15, this Agreement shall automatically renew for a term of 24 months commencing October 1, 2020 (the “Renewal Term”) and one subsequent renewal term of 24 months commencing October 1, 2022 (the “Subsequent Renewal Term”).

Section 4. Projects. GGI shall promote, encourage, conduct, develop and fund community enhancement projects and programs utilizing a combination of funds obtained through private and corporate contributions, grants, gifts, and other sources and through the funds hereby provided by City. Funds provided by City (the “City Funds”) shall be maintained in a segregated account and shall be expended solely as provided for herein.

Section 5. City Funds.

- a. During the Initial Term of this Agreement City shall provide the following funds, derived from city’s occupation tax of food and beverage retailers in such amounts and such schedule as set forth herein:

November 1, 2016 -\$500,000;

November 1, 2017 - \$500,000;

November 1, 2018 - \$500,000;

September 1, 2020 - \$150,000;

- b. During the Renewal Term and Subsequent Renewal Term the City shall make available to GGI for the purposes expressed herein \$500,000 during the period of each of City’s fiscal years. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal year period of the City for payments to be made under this Agreement, then the City will notify GGI of such occurrence.

- c. No payments shall be made or due to GGI under this Agreement beyond the amounts appropriated and budgeted by the City to fund payments hereunder. Any payments under this Agreement shall be made solely from City's Food and Beverage Retailers Occupation Tax and are subject to the availability of such funds.

Section 6. Limitation on Use. City Funds provided or made available to GGI shall be utilized and expended by GGI solely for such project, programs and purposes that serve and carry out a public purpose as expressly authorized, necessarily or fairly implied in or incidental to those expressly authorized and those essential to the declared objects and purposes of a city of the first class as expressed by Nebraska statutes as from time to time amended. Such projects, programs and purposes shall encompass and be directed toward encouraging immigration, new industries, and investment and to conduct and carry on a publicity campaign, including a publicity campaign conducted for the purpose of exploiting and advertising the various agricultural, horticultural, manufacturing, commercial, and other resources, including utility services, of the city; to promote entertainment, agricultural and livestock shows, trade shows and similar events that will attract visitors to Grand Island; and investment in community development projects and activities that stimulate progress and growth for Grand Island. No more than 10% of the City Funds shall be used for employee and operation expenses of GGI. GGI may enter into grant agreements with third party entities to conduct or carry out community enhancement projects approved as provided in Section 7 herein.

Section 7. Project Approval by City Administrator.

- a. Prior to expending City Funds provided during the Initial Term for a community enhancement project, a summary of the project including such detail, schedule, and supporting documentation as required by City shall be submitted to City's City Administrator or his or her designee for approval.
- b. Prior to receiving and expending City Funds made available to GGI during the Renewal Term or Subsequent Renewal Term for any community enhancement project, a summary of the project including such detail, schedule, and supporting documentation as required by City shall be submitted to City's City Administrator or his or her designee for consideration and approval. Funds for approved projects will be made available to GGI upon a schedule approved by City.

c. Any City Funds provided to GGI for an authorized community enhancement project shall be returned by GGI to City if not expended within 90 days of the project completion date as set forth in the project schedule or schedule extensions approved by City.

Section 8. Accounting. On an annual basis, GGI shall submit its financial audit to City. The audit shall be prepared by a Public Accountant or Public Accountancy firm licensed and authorized to engage in public accountancy within the State of Nebraska.

Section 9. Reports. On a quarterly basis GGI shall provide to City full and complete reports of its activities, programs and projects and an accounting of its receipt and expenditure of public and private funds. Said reports shall be in such form and include such detail as specified by City's Finance Director or his or her designee.

Section 10. Access to Records. During normal business hours, City shall be provided with access to review, inspect, and photocopy records of GGI pertaining to the funding and expenditure of public and private funds for community enhancement projects. Such records shall be maintained by GGI for not less than 60 months following termination of this Agreement.

Section 11. Termination. Except in the event of renewal, within 30 days following expiration of the Initial Term or Renewal Term, or earlier termination as provided herein, all remaining and unobligated City Funds held by GGI shall be returned to and paid to City for deposit in City's food and beverage retailer occupation tax fund. For purposes of this agreement, unobligated funds shall mean funds provided to GGI by City the expenditure of which has not been approved by City.

Section 12. Segregation of Funds. City Funds held by or on behalf of GGI shall at all times be maintained by GGI on deposit in a national chartered bank or financial institution in accounts fully insured by the FDIC or, if not fully insured, shall at all times be collaterally secured by a deposit of bonds that are either direct and general obligations of or are unconditionally guaranteed as to both principal and interest by the United States of America and having a market value at least equal to the amount by which the moneys on deposit. All interest received and all profits realized on account of any such investments or reinvestments shall be added to and become a part of city-provided funds and subject to the provisions of this Agreement.

Section 13. Bond/Security. GGI shall carry Employee Theft Insurance with a policy limit of not less than One Hundred Thousand Dollars (\$100,000.00), covering all persons who handle or

have access to funds of GGI. Should GGI transfer the management of these funds to other entities, such other entities shall be required to obtain and maintain a fidelity bond in the amount of One Hundred Thousand Dollars (\$100,000.00) for the management of GGI funds. GGI shall be an additional insured on any such fidelity bond..

Section 14. Termination for Default. In the event that City reasonably determines that GGI has failed to comply with the material terms of this Agreement in a timely manner (“Default”), City shall notify GGI in writing of the nature of the Default and of the corrective action to be taken. If corrective action is not commenced within 5 days after receipt of written notice and completed within a reasonable time thereafter, then City may terminate this Agreement by written Notice of Termination to GGI, which termination shall take effect 30 days after delivery of the Notice of Termination. City further reserves the right to prohibit GGI from expending additional City-provided funds during the investigation of any alleged Default and pending corrective action by GGI or a decision by City to terminate the Agreement.

Section 15. Election to Terminate. Either party may elect to terminate this Agreement on the last day of the current term by providing written notice of termination not less than 90 days prior to the end of the then current term. In the absence of a written notice of an election to terminate, this Agreement will automatically renew for one additional Renewal Term and one Subsequent Renewal Term as provided in Section 3. The automatic renewal of this Agreement shall terminate in the event of nonrenewal or other termination pursuant to the terms of this Agreement.

Section 16. Discrimination. With respect to the activities conducted by it pursuant to this Agreement, GGI will not subject any person to discrimination on the basis of race, color, religion, sex, national origin or ancestry.

Section 17. Procurement. GGI shall adopt, subject to City’s approval, a procurement policy that shall provide for open, competitive bidding for purchases of or contracts for materials, supplies, services or labor in the amount of \$20,000 or more and shall prohibit contracts between GGI and members of its board of directors and members of their families. Competitive bidding shall not be required for grant agreements authorized by Section 6.

Section 18. Miscellaneous.

- a. Interpretation. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender

shall include the feminine and neuter genders. Days, unless otherwise specified, shall be calendar days.

- b. Severability. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either City or GGI in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.
- c. Binding on Successors. Subject to the provisions of SECTION 21, this Agreement binds and inures to the benefit of the parties and their respective successors and assigns.
- d. Headings. The headings of the sections and exhibits of this Agreement are inserted for convenience only; they do not constitute part of this Agreement and are not to be used in its construction.
- e. Authority of City Administrator. Where this Agreement requires or permits City to act and no officer of the City is specified, the City Administrator of the City or the designated representative of the City Administrator has the authority to act on City's behalf.

Section 19. Hold Harmless. GGI shall, and does hereby agree to, have the right and obligation to defend, save, indemnify and hold the City, its corporate authorities, elected and appointed officials, officers, boards, commissions, legal counsel, employees and agents harmless from any injury, claim, demand, suit, judgment, execution, liability, debt, damages or penalty (the "Claims") arising out of resulting from, or alleged to arise out of or result from, GGI's performance of this Agreement..

Section 20. Insurance. In the event GGI regularly employs one or more persons under a contract of hire in the usual course of its business, GGI shall maintain the following insurance and furnish proof to the City Administrator that the foregoing insurance policies have been obtained in the form of a certificate of insurance.

- a. General Liability. General comprehensive liability insurance insuring both GGI and the City, and its officers, boards, commissions, elected and appointed officials, agents and employees, in the minimum amounts of:
\$1,000,000 for bodily injury or death to each Person;
\$1,000,000 for property damage resulting from any one accident; and
- b. Automobile. Automobile liability insurance with a limit of \$1,000,000 for each person and \$1,000,000 for each accident for property damage with respect to owned and non-owned automobiles for the operation of which GGI is responsible.
- c. Worker's Compensation. Worker's compensation Insurance within the statutory limits.

Section 21. Assignments, Transfers and Similar Actions. Neither the Agreement nor any rights or obligations of GGI pursuant to this Agreement shall be assigned, transferred, pledged, leased, sublet, hypothecated or mortgaged in any manner, in whole or in part, to any person, either by act of GGI, by operation of law or otherwise, without the prior consent of the City. Any such action completed without such prior consent of the City shall be a violation of this Agreement and shall, at the option of the City, which option may be exercised in the City's sole judgment and discretion, allow the City to initiate termination of this Agreement. The grant or waiver of any one or more of said consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any said consent constitute a waiver of any other rights of the City.

Section 22. Entire Agreement. This Agreement contains all of the agreements, representations, and understandings of the parties hereto, and, subject to the last sentence of this paragraph, supersedes and replaces any previous understandings, commitments, or agreements, whether oral or written.

Section 23. Third Party Beneficiaries. The provisions of this Agreement are intended solely for the benefit of City and GGI, and create no rights or obligations enforceable by any third party, including any creditor of City or GGI, except as otherwise provided by applicable law.

Section 24. Effect. This Amended and Restated Agreement shall replace and supersede the parties' Agreement dated October 25, 2016, as amended on March 28, 2017.

CITY OF GRAND ISLAND

GROW GRAND ISLAND, INC.

BY _____

Roger G. Steele, Mayor

BY _____

Print Name: _____

Title: _____

ATTEST:

RaNae Edwards, City Clerk

RESOLUTION 2020-221

WHEREAS, the City of Grand Island and Grow Grand Island, Inc. are parties to an Agreement for Community Enhancement Programs; and

WHEREAS, the City and Grow Grand Island, Inc., desire to continue the provision of programs through adoption of an Amended and Restated Agreement by and Between the City of Grand Island and Grow Grand Island, Inc. For Community Enhancement Programs; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Amended and Restated Agreement by and Between the City of Grand Island and Grow Grand Island, Inc. For Community Enhancement Programs. should be and is hereby approved.

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Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| October 23, 2020 | ☐ City Attorney |



City of Grand Island

Tuesday, September 8, 2020

Council Session

Item J-1

Approving Payment of Claims for the Period of August 26, 2020 through September 8, 2020

The Claims for the period of August 26, 2020 through September 8, 2020 for a total amount of \$4,202,292.64. A MOTION is in order.

Staff Contact: Patrick Brown