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# City of Grand Island



## Tuesday, October 27, 2020 Council Session - Updated Agenda

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### **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**

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**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.**

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## **Invocation**

## **Pledge of Allegiance**

## **Roll Call**

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### **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.

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### **B - RESERVE TIME TO SPEAK ON AGENDA ITEMS**

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



# City of Grand Island

Tuesday, October 27, 2020

Council Session - Updated

## Item D-1

### **#2020-BE-7 - Consideration of Determining Re-establishment of Tap Fees for Subdivided Lots in Bosselville Fifth Subdivision-Sanitary Sewer District No. 530T**

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

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

# **Council Agenda Memo**

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

**Meeting:** October 27, 2020

**Subject:** Consideration of Determining Re-establishment of Tap Fees for Subdivided Lots in Bosselville Fifth Subdivision- Sanitary Sewer District No. 530T

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

## **Background**

The Certificate of Final Completion for Sanitary Sewer District No. 530T was approved on November 22, 2016 with December 27, 2016 set as the date for Council to sit as the Board of Equalization.

On December 17, 2019, via Resolution No. 2019-376, City Council approved the redistribution of sanitary sewer tap fees within the recently subdivided Bosselville Fifth Subdivision consisting of five (5) lots, with a portion of the parcel west of Lot One (1) being added to such subdivision and reduced in size.

An additional tract of land has recently been subdivided and the individual lots need to have the appropriate connection fees re-established.

The original connection fee to the Bosselman Travel Centers, Inc. tract was \$172,627.14. That tract has since been subdivided as Bosselville Fourth Subdivision consisting of two (2) lots. It is recommended the connection fee be split between the current two (2) lots, based on the redistribution of land. Please see attached exhibit for original tap assessment figures and parcel layout versus proposed tap assessment figures and current parcel layout.

On September 22, 2020, via Resolution No. 2020-232, City Council approved the Board of Equalization to reconvene to determine benefits and set assessments for the newly subdivided lots in Bosselville Fourth Subdivision.

## **Discussion**

Sanitary Sewer District No. 530T was created by City Council on December 6, 2011 through Ordinance No. 9348 to support sanitary sewer extension south along Highway 281 past Interstate 80. Work on this sanitary sewer district was completed at a

construction price of \$1,764,656.49 and additional costs of \$538,185.76, for a total district cost of \$2,302,842.25. The Engineers Certificate of Completion is attached detailing such costs.

Based on the recent subdivided lots in Bosselville Fourth Subdivision the updated tap fee calculations are shown below.

**Sanitary Sewer District No. 530T - Assessments**

Parcel #	Owner	Legal	Sub-Total	Tap Fee Prev Paid	Tap Fee Owed
400448174	Bosselman Travel Centers, Inc.	Lot 1, Bosselville Fourth Subdivision, Alda Township (10.93 ac)	\$ 73,785.26	\$ -	\$73,785.26
400448173	Bosselman Travel Centers, Inc.	Lot 2, Bosselville Fourth Subdivision, Alda Township (14.65 ac)	\$ 98,841.88	\$ -	\$98,841.88
<b>TOTAL</b>					<b>\$172,627.14</b>

A tap (connection) fee in the amount of the benefit accruing to each property in the district shall be paid to the City of Grand Island prior to the time such property becomes connected to the sanitary sewer. No property benefited as determined by the attached resolution shall be connected to the sanitary sewer main until the connection fee is paid.

**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**

Public Works Administration recommends that the Council sit as the Board of Equalization to determine benefits and pass an Ordinance to levy a Special Tap Fee to individual properties.

**Sample Motion**

(Sample Motion for the Board of Equalization)

Move to approve the resolution determining reestablishment of benefits for Sanitary Sewer District No. 530T in the recently subdivided Bosselville Fourth Subdivision.

(Sample Motion for the Resolution)

Move to approve the Resolution levying the tap fees for Sanitary Sewer District No. 530T.

STATE OF NEBRASKA    )  
                                  ) ss  
COUNTY OF HALL        )

**AFFIDAVIT OF MAILING**

RaNae Edwards, City Clerk, being first duly sworn on oath, deposes and says that she is the duly appointed and acting City Clerk of the City of Grand Island, Nebraska, and that on October 14, 2020, she mailed copies of the “Notice of Board of Equalization Hearing – Sanitary Sewer District 530T”, which notice was first published in the Grand Island Independent on October 13, 2020, to the following named parties:

Bosselman Travel Centers, Inc.  
PO Box 4905  
Grand Island, NE 68802

Such communications were properly posted and deposited in the United States mail.

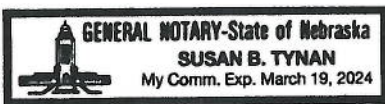
Those names shown with an asterisk were mailed copies by certified mail, return receipt requested, being owners of property within the district whose addresses were shown on the tax rolls of Hall County at the time said Notice was first published as being outside the boundaries of Hall County.

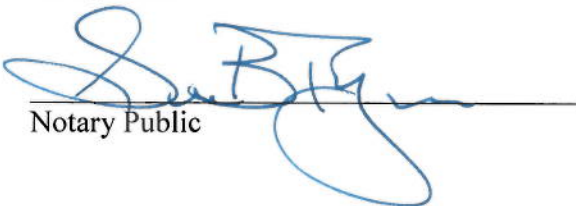
Affiant further states that she, and her attorney, after diligent investigation and inquiry, were unable to ascertain and does not know the post office address of any other party appearing to have a direct legal interest in the proceedings other than the above parties to whom notice has been mailed.

DATED: October 14, 2020

  
\_\_\_\_\_  
RaNae Edwards, City Clerk

Subscribed and sworn to before me this 14<sup>th</sup> date October, 2020.



  
\_\_\_\_\_  
Notary Public

# Details for NOTICE OF BOARD OF EQUALIZATION HEARING

Oct 13, 2020

NOTICE OF BOARD OF EQUALIZATION HEARING Sanitary Sewer District No. 530T US Highway 281 South past Interstate 80 Hall County, Nebraska NOTICE is hereby given to all persons owning real estate in Sanitary Sewer District No. 530T in the City of Grand Island, Hall County, Nebraska, and to all persons interested, that the City Council of said City will sit as a Board of Equalization at the City Council Chambers on October 27, 2020 at 7:00 p.m., to determine benefits accruing to the respective lots, tracts, and parcels of land in said district to pay the cost of the sanitary sewer improvements therein. All owners of real estate within said sanitary sewer district, and all persons interested, will take notice of the time and place of the sitting of the Board of Equalization, at which time any person or persons may appear and show cause, if any there be, why assessments should not be made. By order of the City Council, Grand Island, Nebraska. RaNae Edwards, City Clerk 13-20-27

## Categories

- [Legal](#)

[https://theindependent.com/ads/community/announcements/legal/notice-of-board-of-equalization-hearing/ad\\_18cc1471-9412-5aee-9ea5-080ba0194bee.html](https://theindependent.com/ads/community/announcements/legal/notice-of-board-of-equalization-hearing/ad_18cc1471-9412-5aee-9ea5-080ba0194bee.html)

RESOLUTION 2020-232

WHEREAS, the City Engineer/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for Sanitary Sewer District No. 530T on December 27, 2016 certifying that Van Kirk Brothers Contractors of Sutton, Nebraska, under contract had completed the sanitary sewer project according to the terms, conditions, and stipulations for such improvements; and

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

WHEREAS, the Mayor concurred with the recommendation of the City Engineer/Public Works Director; and

WHEREAS, On December 17, 2019, via Resolution No. 2019-376, City Council approved the redistribution of sanitary sewer tap fees within the recently subdivided Bosselville Fifth Subdivision consisting of five (5) lots, with a portion of the parcel west of Lot One (1) being added to such subdivision and reduced in size; and

WHEREAS, at the time Sanitary Sewer District No. 530T was completed, a tract of land within the district was owned by Bosselman Travel Centers, Inc., being located just south of Wood River Road, west of US Highway 281; and

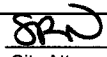
WHEREAS, the original connection fee to the Bosselman Travel Centers, Inc. tract was \$172,627.14; and

WHEREAS, the tract has been subdivided as Bosselville Fourth Subdivision consisting of two (2) lots; and

WHEREAS, it is recommended the connection fee be split between the current two (2) lots, based on the redistribution of land.

**Sanitary Sewer District No. 530T - Assessments**

Parcel #	Owner	Legal	Sub-Total	Tap Fee Prev Paid	Tap Fee Owed
400448174	Bosselman Travel Centers, Inc.	Lot 1, Bosselville Fourth Subdivision, Alda Township (10.93 ac)	\$ 73,785.26	\$ -	\$73,785.26
400448173	Bosselman Travel Centers, Inc.	Lot 2, Bosselville Fourth Subdivision, Alda Township (14.65 ac)	\$ 98,841.88	\$ -	\$ 98,841.88
<b>TOTAL</b>				<b>\$172,627.14</b>	

Approved as to Form  September 21, 2020 <input checked="" type="checkbox"/> City Attorney
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NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that:

- The City Council will sit as a Board of Equalization on October 27, 2020, to determine benefits and set assessments for the newly subdivided lots in Bosselville Fourth Subdivision in Sanitary Sewer District No. 530T.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2020.

  
\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

  
\_\_\_\_\_  
RaNae Edwards, City Clerk

RESOLUTION NO. 2020-

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the special benefits as determined by Resolution No. 2020-BE-x shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103 R.R.S. 1943. A connection fee in the amount of the benefit identified below accruing to each property in the district shall be paid to the City of Grand Island prior to the time such property becomes connected to the sanitary sewer main. No property benefited as determined by this resolution shall be connected to the sanitary sewer main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

According to the front foot and area of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 530T, such benefits are the sums set opposite the descriptions as follows:

**Sanitary Sewer District No. 530T – Tap Fees**

Parcel #	Owner	Legal	Sub-Total	Tap Fee Previously Paid	Tap Fee Owed
400217198	Larry J & Karen L Knuth	ALDA TWP PT NW 1/4 NE 1/4 12-10-10 39 AC	\$ 7,379.12	\$ -	\$ 7,379.12
400217201	Larry J & Karen L Knuth	ALDA TWP PT NE 1/4 NW 1/4 NE 1/4 12-10-10 1 AC	\$ 184.32	\$ -	\$ 184.32
400217244	Jim C & Kathy L Rathman	ALDA TWP PT NE 1/4 NW 1/4 12-10-10 40 AC	\$ 6,695.75	\$ -	\$ 6,695.75
400495510	Jim C & Kathy L Rathman	ALDA TWP SE 1/4 NW 1/4 & NE 1/4 SW 1/4 12-10-10 80 AC	\$ 15,227.41	\$ -	\$ 15,227.41
400217279	Arthur P & Geraldine Stelk Living Rev Trust	ALDA TWP N 55 AC W 1/2 NW 1/4 12-10-10 55 AC	\$ 9,234.59	\$ -	\$ 9,234.59
400217236	Lawney L Rathman Trustee	ALDA TWP XC 5.37 AC STATE SE 1/4 NE 1/4 12-10-10 34.63 AC	\$ 215,084.34	\$ -	\$ 215,084.34
400217228	Lawney L Rathman Trustee	ALDA TWP SW 1/4 NE 1/4 12-10-10 40 AC	\$ 18,023.81	\$ -	\$ 18,023.81
400217309	Lawney L Rathman Trustee	ALDA TWP XC 13.84 AC STATE E 1/2 SE 1/4 12-10-10 66.16 AC	\$ 405,092.79	\$ -	\$ 405,092.79

Approved as to Form \_\_\_\_\_  
 October 14, 2020       City Attorney

RESOLUTION NO. \_\_\_\_\_ (Cont.)

400217341	Lawney L Rathman Trustee	ALDA TWP S 30 AC NW 1/4 SE 1/4 2-10-10 30 AC	\$ 14,667.61	\$ -	\$ 14,667.61
400217295	Lawney L Rathman Trustee	ALDA TWP PT N 1/2 N 1/2 NW 1/4 SE 1/4 12-10-10 9.50 AC	\$ 3,895.55	\$ -	\$ 3,895.55
400217252	Norman Niel & Shirley Stelk	ALDA TWP S 25 AC W 1/2 NW 1/4 12-10-10 25 AC	\$ 4,015.16	\$ -	\$ 4,015.16
400217260	Norman Niel & Shirley Stelk	ALDA TWP W 1/2 SW 1/4 12-10-10 80 AC	\$ 13,388.36	\$ -	\$ 13,388.36
400217325	Curt & Christine Smith	ALDA TWP PT E 1/2 E 1/2 SW 1/4 SE 1/4 12-10-10 9 AC	\$ 4,171.56	\$ -	\$ 4,171.56
400217368	Curt & Christine Smith	ALDA TWP PT SW 1/4 SE 1/4 132' X 300' 12-10-10 1 AC	\$ 348.04	\$ -	\$ 348.04
400217317	Bence Family, LLC c/o Arlyn Uhrmacher Mngr	ALDA TWP PT SW 1/4 SE 1/4 12-10- 10 30 AC	\$ 13,191.01	\$ -	\$ 13,191.01
400217287	Bence Family, LLC c/o Arlyn Uhrmacher Mngr	ALDA TWP SE 1/4 SW 1/4 12-10-10 40 AC	\$ 7,606.74	\$ -	\$ 7,606.74
400217376	Kirby Kay Smith	ALDA TWP PT NE 1/4 NE 1/4 XC 5.57 AC STATE 13-10-10 18.04 AC	\$ 124,507.34	\$ -	\$ 124,507.34
400389657	Kirby Kay Smith	ALDA TWP PT N 1/2 NE 1/4 13-10- 10 59.27 AC	\$ 127,294.57	\$ -	\$ 127,294.57
400217449	Jan Marie Amundson	ALDA TWP AMUNDSON SUB LT 1	\$ 770.75	\$ -	\$ 770.75
400217392	K Diane Bockmann Trustee	ALDA TWP PT SE 1/4 NE 1/4 13-10- 10 1 AC	\$ 14,654.01	\$ -	\$ 14,654.01
400217384	K Diane Bockmann Trustee	ALDA TWP PT S 1/2 NE 1/4 & PT SE 1/4 XC 13.81 AC STATE 13-10-10 148.75 AC	\$ 483,464.88	\$ -	\$ 483,464.88
400418926	Bosselman, Inc.	Lot 1, Bosselville Fifth Subdivision (5.281 ac)	\$ 40,612.97	\$ -	\$ 40,612.97
400418928	Bosselman, Inc.	Lot 2, Bosselville Fifth Subdivision (11.052 ac)	\$ 84,994.24	\$ -	\$ 84,994.24
400418930	Bosselman, Inc.	Lot 3, Bosselville Fifth Subdivision (5.521 ac)	\$ 42,458.67	\$ -	\$ 42,458.67
400406772	Bosselman, Inc.	Outlot A, Block 2, Bosselville Fifth Sub (9.920 ac)	\$ 11,395.10	\$ -	\$ 11,395.10
400418924	Bosselman, Inc.	Outlot B, Boselville Fifth Subdivision (4.412)	\$ 0	\$ -	\$ 0
400217503	Bosselman, Inc.	NE ¼, SW ¼, Se ¼, Alda Twp, 13-10- 10- 10 AC	\$ 10,748.22	\$ -	\$ 10,748.22
400406713	Bosselman, Inc.	ALDA TWP BOSELVILLE SUB LT 2 BLK 2	\$ 939.23	\$ -	\$ 939.23
400406721	Bosselman, Inc.	ALDA TWP BOSELVILLE SUB LT 3 BLK 2	\$ 1,206.57	\$ -	\$ 1,206.57
400406748	Bosselman, Inc.	ALDA TWP BOSELVILLE SUB LT 4 BLK 2	\$ 1,243.01	\$ -	\$ 1,243.01
400406756	Bosselman, Inc.	ALDA TWP BOSELVILLE SUB LT 5 BLK 2	\$ 1,027.24	\$ -	\$ 1,027.24
400406764	Bosselman, Inc.	ALDA TWP BOSELVILLE SUB LT 6 BLK 2	\$ 1,173.89	\$ -	\$ 1,173.89
400406683	Bosselman, Inc.	ALDA TWP BOSELVILLE SUB LT 10 BLK 1	\$ 6,852.31	\$ -	\$ 6,852.31

RESOLUTION NO. \_\_\_\_\_ (Cont.)

400406675	Bosselman, Inc.	ALDA TWP BOSELVILLE SUB LT 9 BLK 1	\$ 6,221.20	\$ -	\$ 6,221.20
400406659	Bosselman, Inc.	ALDA TWP BOSELVILLE SUB LT 8 BLK 1	\$ 6,196.72	\$ -	\$ 6,196.72
400406640	Bosselman, Inc.	ALDA TWP BOSELVILLE SUB LT 7 BLK 1	\$ 9,860.35	\$ -	\$ 9,860.35
400406691	Bosselman, Inc.	ALDA TWP BOSELVILLE SUB OUTLOT 1 BLK 1	\$ 272.57	\$ -	\$ 272.57
400406705	Bosselman Pump & Pantry, Inc.	ALDA TWP BOSELVILLE SUB LT 1 BLK 2	\$ 1,012.13	\$ -	\$ 1,012.13
400406632	Bosselman Motels, Inc.	ALDA TWP BOSELVILLE SECOND SUB LT 2	\$ 6,593.41	\$ -	\$ 6,593.41
400406624	Bosselman Motels, Inc.	ALDA TWP BOSELVILLE SECOND SUB LT 1	\$ 16,672.44	\$ -	\$ 16,672.44
400406616	Bosselman Properties, Inc. c/o Fred A Bosselman	ALDA TWP BOSELVILLE SUB LT 4 BLK 1	\$ 6,335.52	\$ -	\$ 6,335.52
400218437	Boss Truck Shops, Inc.	ALDA TWP BOSELVILLE THIRD SUB LT 2~	\$ 19,629.81	\$ -	\$ 19,629.81
400406608	Bosselman Energy, Inc. c/o Travis Hasselmann Cont.	ALDA TWP BOSELVILLE THIRD SUB LT 3~	\$ 38,161.69	\$ -	\$ 38,161.69
<del>400448173</del>	<del>Bosselman Travel Center, Inc.</del>	<del>ALDA TWP BOSELVILLE THIRD SUB LT 1~</del>	<del>\$ 172,627.14</del>	<del>\$ -</del>	<del>\$ 172,627.14</del>
400448174	Bosselman Travel Centers, Inc.	ALDA TWP BOSELVILLE FOURTH SUB LT 1- 10.93 AC	\$ 73,785.26	\$ -	\$ 73,785.26
400448173	Bosselman Travel Centers, Inc.	ALDA TWP BOSELVILLE FOURTH SUB LT 2- 14.65 AC	\$ 98,841.88	\$ -	\$ 98,841.88
400217511	Darrell R & Judith I Sutter	ALDA TWP NW 1/4 SW 1/4 SE 1/4 & PT SW 1/4 SW 1/4 SE 1/4 13-10-10 10.30 AC	\$ 11,984.03	\$ -	\$ 11,984.03
400217465	Dale L & Marilyn Bockman	ALDA TWP SE 1/4 SW 1/4 13-10-10 40 AC	\$ 34,360.28	\$ -	\$ 34,360.28
400218445	Dale & Marilyn Bockman	ALDA TWP PT LT 2 & ALL LT 3 24- 10-10 100.33 AC	\$ 87,062.07	\$ -	\$ 87,062.07
400209276	Kenneth Clausen c/o Robert Clausen	WASHINGTON TWP XC 2.37 AC HWY SW 1/4 NW 1/4 8-10-9 37.63 AC	\$ 5,965.52	\$ -	\$ 5,965.52
400209330	Kenneth Clausen c/o Robert Clausen	WASHINGTON TWP PT W 1/2 SW 1/4 XC 8.32 AC HWY XC 2.28 AC HWY 8-10-9 67.40 AC	\$ 12,711.77	\$ -	\$ 12,711.77
400460432	Kenneth Clausen c/o Robert Clausen	WASH TWP RIVER SUB LT 1	\$ 272.28	\$ -	\$ 272.28
400209322	Robert H Clausen Life Estate, Kenneth Clausen	WASHINGTON TWP PT E 1/2 SW 1/4 XC .06 AC HWY & N 16.5' OF NW 1/4 SW 1/4 8-10-9 80.44 AC	\$ 14,224.16	\$ -	\$ 14,224.16
400209551	Carline A Denman Trustee	WASHINGTON TWP XC 2 AC PT NW 1/4 NW 1/4 XC 8.54 AC HWY W 1/2 LT 4 & W 1/2 SW 1/4 NW 1/4 XC .33 AC HWY 17-10-9 70.25 AC	\$ 282,385.26	\$ -	\$ 282,385.26
400460017	Kuehner Farms, Inc.	WASHINGTON TWP PT NE 1/4 NW 1/4 100' X 300' 17-10-9 .69 AC	\$ 18,218.65	\$ -	\$ 18,218.65

RESOLUTION NO. \_\_\_\_\_ (Cont.)

400209543	Kuehner Farms, Inc.	WASHINGTON TWP PT NE 1/4 NW 1/4 & E 1/2 LT 4 & E 1/2 SW 1/4 NW 1/4 17-10-9 84 AC	\$ 247,769.65	\$ -	\$ 247,769.65
400209535	Kuehner Farms, Inc. c/o D Janssen	WASHINGTON TWP PT LT 3 17-10-9 55 AC	\$ 26,535.29	\$ -	\$ 26,535.29
400210703	Design Flite, Inc.	WASHINGTON TWP FIRESIDE INTERSTATE PLAZA SECOND SUB LT 1	\$ 22,617.11	\$20,887.75	\$ 1,729.37
<b>TOTALS:</b>			<b>\$2,739,238.21</b>	<b>\$20,887.75</b>	<b>\$2,718,350.47</b>

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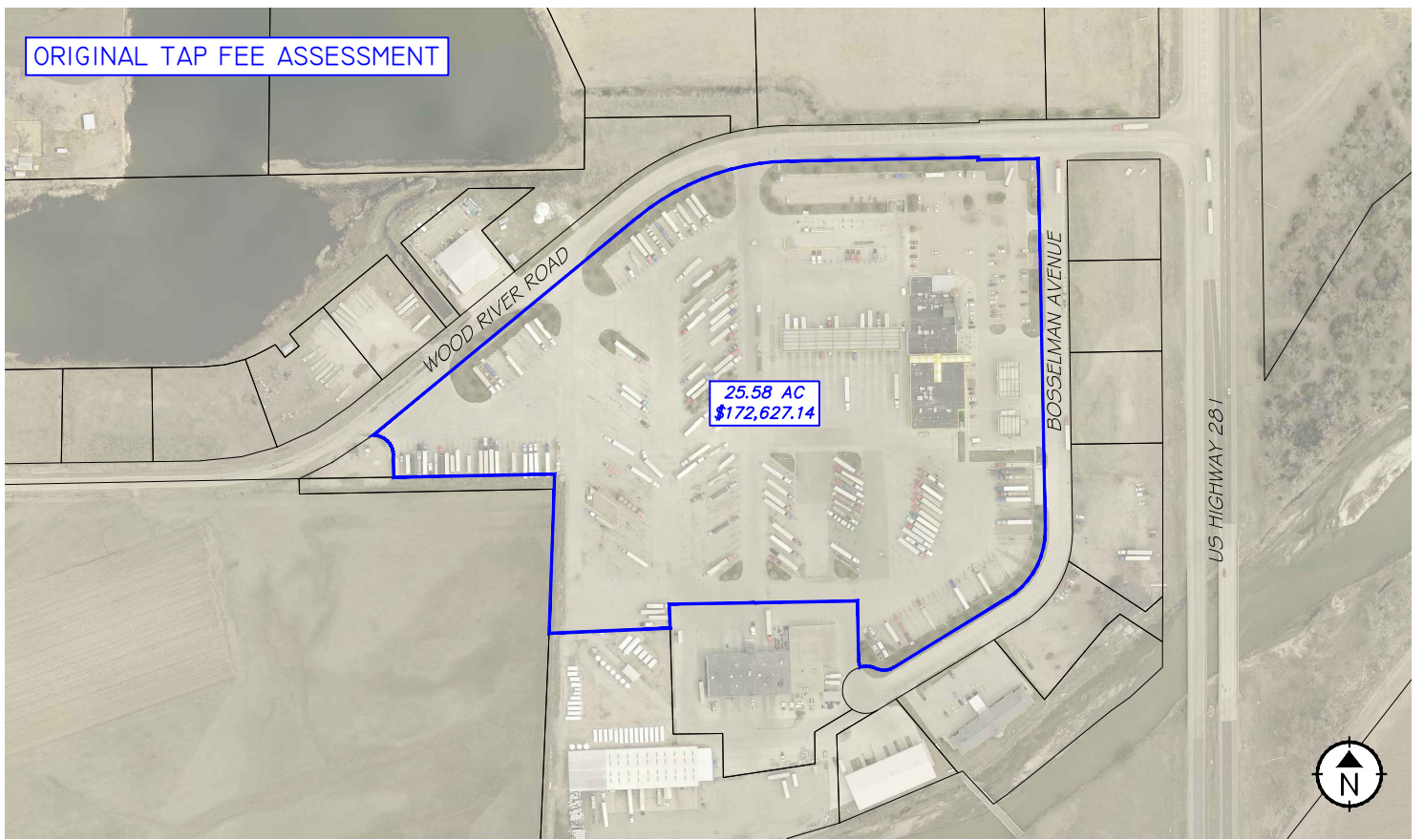
Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

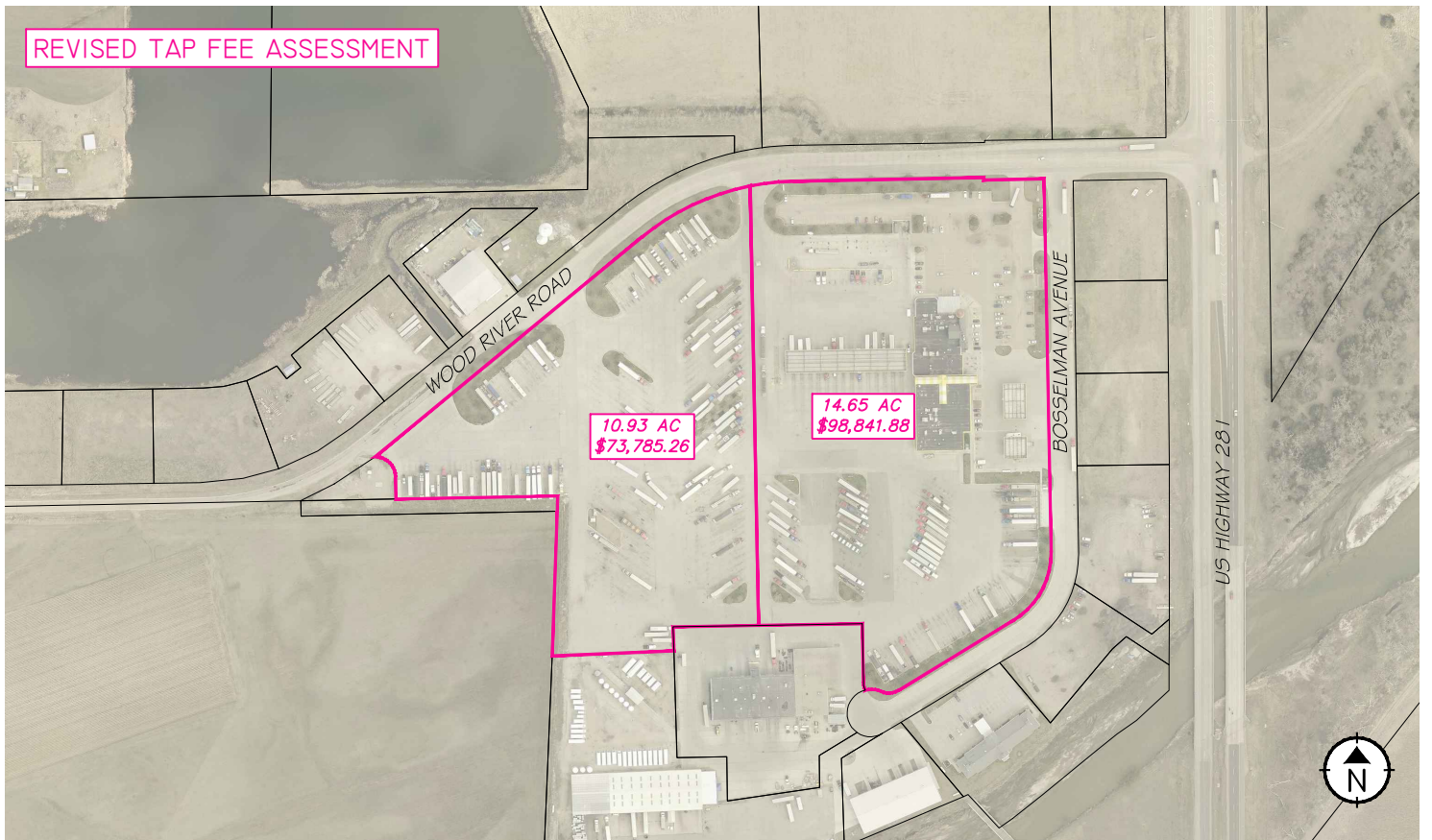
Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

ORIGINAL TAP FEE ASSESSMENT



REVISED TAP FEE ASSESSMENT



SANITARY SEWER DISTRICT 530T TAP FEE REDISTRIBUTION

BOSSELVILLE FOURTH SUBDIVISION  
GRAND ISLAND, NEBRASKA



RESOLUTION 2020-BE-7

WHEREAS, the City Engineer/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for Sanitary Sewer District No. 530T on December 27, 2016 certifying that Van Kirk Brothers Contractors of Sutton, Nebraska, under contract had completed the sanitary sewer project according to the terms, conditions, and stipulations for such improvements; and

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

WHEREAS, the Mayor concurred with the recommendation of the City Engineer/Public Works Director; and

WHEREAS, On December 17, 2019, via Resolution No. 2019-376, City Council approved the redistribution of sanitary sewer tap fees within the recently subdivided Bosselville Fifth Subdivision consisting of five (5) lots, with a portion of the parcel west of Lot One (1) being added to such subdivision and reduced in size; and

WHEREAS, at the time Sanitary Sewer District No. 530T was completed, a tract of land within the district was owned by Bosselman Travel Centers, Inc., being located just south of Wood River Road, west of US Highway 281; and

WHEREAS, the original connection fee to the Bosselman Travel Centers, Inc. tract was \$172,627.14; and

WHEREAS, the tract has been subdivided as Bosselville Fourth Subdivision consisting of two (2) lots; and

WHEREAS, it is recommended the connection fee be split between the current two (2) lots, based on the redistribution of land.

**Sanitary Sewer District No. 530T - Assessments**

Parcel #	Owner	Legal	Sub-Total	Tap Fee Prev Paid	Tap Fee Owed
400448174	Bosselman Travel Centers, Inc.	Lot 1, Bosselville Fourth Subdivision, Alda Township (10.93 ac)	\$ 73,785.26	\$ -	\$73,785.26
400448173	Bosselman Travel Centers, Inc.	Lot 2, Bosselville Fourth Subdivision, Alda Township (14.65 ac)	\$ 98,841.88	\$ -	\$ 98,841.88
<b>TOTAL</b>					<b>\$172,627.14</b>

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

- The City Council will sit as a Board of Equalization on October 27, 2020, to determine benefits and set assessments for the newly subdivided lots in Bosselville Fourth Subdivision in Sanitary Sewer District No. 530T.

Approved as to Form    ✕ _____ October 26, 2020            ✕ City Attorney
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- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2020.

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Roger G. Steele, Mayor

Attest:

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RaNae Edwards, City Clerk

- 2 -





# City of Grand Island

Tuesday, October 27, 2020

Council Session - Updated

## Item E-1

**Public Hearing on Request from LPB, LLC for a Conditional Use Permit for Placement of a Soil and Groundwater Remedial System located at 704 West 3rd Street**

*Council action will take place under Request and Referrals item H-1.*

Staff Contact: Craig Lewis

# Council Agenda Memo

**From:** Craig A. Lewis, Building Department Director

**Meeting:** October 27, 2020

**Subject:** Request of Coranco Great Plains, Inc. on behalf of LPB, LLC for a Conditional Use Permit for a Temporary Trailer located at 704 West 3<sup>rd</sup> Street

**Presenter(s):** Rashad Moxey – Planner

## Background

This request is for approval of a conditional use permit to allow for the placement of a soil vapor extraction trailer to facilitate the removal of free phase petroleum from soil and groundwater at 724 West 3<sup>rd</sup> Street. The site is currently zoned (B-3) Heavy Business. Trailers and temporary buildings are only allowed within this zoning classification if approved by the City Council in the form of a conditional use permit.

## Discussion

This proposal is to allow for the use of the trailer at the site to aid in the cleanup of soil and groundwater contaminates. The proposed length of time is for five years, however City Code provides a two year approval. The site location is such that it would not appear that this request will have any negative impact on the neighboring properties and no concerns have been presented.

## Alternatives

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

1. Approve the request for a conditional use permit finding that the proposed use is a listed conditional use in the zoning code and that it will not be detrimental to public health, safety, and the general welfare of the community.
2. Disapprove or deny the request finding that the proposal does not conform to the purpose of the zoning regulations.
3. Modify the request to meet the wishes of the Council
4. Refer the matter to a special committee for a determination of a finding of fact.
5. Table the issue.

## **Recommendation**

City Staff recommends that the Council approve the request finding that the proposal does promote the health, safety, and general welfare of the community, does protect the property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

## **Sample Motion**

Move to approve the request for a conditional use permit to allow for the use of a temporary vapor extraction facility for a two year period, with the possibility of extensions finding that the application does conform with the provisions of the zoning regulations.

## Conditional Use Permit Application

pc: Building, Legal, Utilities  
Planning, Public Works

1. The specific use/construction requested is: Placement of Soil and Groundwater remedial system.
2. The owner(s) of the described property is/are: LPB, LLC
3. The legal description of the property is: Railroad Addition Lots 7 & 8 of Block 109
4. The address of the property is: 704 W. 3rd Street
5. The zoning classification of the property is: Commercial
6. Existing improvements on the property is: 3,000 sq ft Office, 336 sq ft Mini Storage, Asphalt paved lot
7. The duration of the proposed use is: Up to 5 years.
8. Plans for construction of permanent facility is: Placement of 6'x12' cargo trailer to house remedial equipment.
9. The character of the immediate neighborhood is: Commercial
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: This is a request for the authorization of the placement of a cargo trailer for use as a groundwater remedial system enclosure. This enclosure (trailer) will house the remedial equipment utilized during remedial system operation.

I/We do hereby certify that the above statements are true and correct and this application is signed as an acknowledgement of that fact.

9/24/2020

Date

(402)443-4340  
Phone Number

Larry Dostal - CGP

Coranco Great Plains, Inc - Project Manager Larry Dostal

Owner(s)

141 W. 10th Street

PO Box 23

Wahoo, NE 68066

ldostal@corancogreatplains.com

**Please Note: Delays May Occur if Application is Incomplete or Inaccurate.**

### **SECTION 1.3– Remedial Recommendations**

CGP is working with the City of Grand Island for access on this project.



Soil Vapor Extraction (SVE) will be feasible for the removal of residual petroleum impacted soil from the source area. The native lithology will allow for sufficient radius of influence from SVE and AS wells to address the contamination at the facility. It is proposed that four SVE wells (SVE1 through SVE4) be installed. CGP will repurpose a NDEE surplus SVE remedial system that utilizes a New York Blower Company 2006A Pressure Blower powered by a 5hp electric motor. This unit is capable of generating 500 cfm of flow. A 75 foot radius of influence is anticipated from the SVE system.

Eight AS wells (AS1 through AS8) are proposed to address the groundwater contamination at the facility. CGP recommends the incorporation of a new Becker KDT3.100 or equivalent rotary vane compressor into the repurposed remedial system. This model of compressor can supply the necessary air flow and pressure to the proposed AS wells. A 35 foot radius of influence is estimated from the AS system. The location of the sparge wells is up-gradient of the contamination. Dissolved oxygen should migrate to the contaminated area and should create favorable conditions for contamination degradation. This may be a slower process than directly addressing the source area, however due to the lack of access to the property, this is the most feasible alternative to address the contamination.

# Conditional Use Permit Application: 704 W. 3rd Street Extraction of Ground Water and Soil Contaminates



### Proposed Locations

-  Extraction Trailer: 704 W 3rd Street
-  Extraction Site : 724 W 3rd Street

Scale: NONE  
For Illustration Purposes

Conditional Use Permit Application: Coranco Great Plains, Inc  
Presenter: Rashad Moxey Planner I  
Grand Island City Council: October 27, 2020



# City of Grand Island

Tuesday, October 27, 2020

Council Session - Updated

## Item E-2

**Public Hearing on Request from Gerald and Pamela Dean for a  
Conditional Use Permit to Allow Livestock on Premises located at  
2670 N. St. Paul Road**

*Council action will take place under Request and Referrals item H-2.*

Staff Contact: Craig Lewis

# Council Agenda Memo

**From:** Craig A. Lewis, Building Department Director

**Meeting:** October 27, 2020

**Subject:** Request of Gerald & Pamela Dean for approval of a Conditional Use Permit for the property at 2680 N. St. Paul Road. The request is to allow keeping of livestock on a property zoned Large Lot Residential, in excess of 5 acres, and in conformance with Section 36-61 of the Grand Island Zoning Code.

**Presenter(s):** Craig A. Lewis, Building Department Director

## Background

This request is to utilize the newly amended zoning code which allows as a conditional use livestock on property zoned Large Lot Residential subject to the following minimum conditions;

- Size of property is at least 5 acres.
- All buildings requiring a building permit are identified on the application.
- All services such as water, sewer, natural gas and electric are identified on the application whether provided privately or public.
- Number and or type of animal is consistent with the limitations of the Grand Island Animal Ordinance Chapter 5 of the City Code.
- Additions of services or buildings accessory to this approved use will require an additional hearing for a conditional use permit to review the proposed additions.

The applicant has prepared a subdivision of the ten acre tract of land and if the requested conditional use is approved the proposed subdivision will then be filed to complete the subdivision of land into Lot 1 of 8.9 acres and Lot 2 .8 acres of Brooklyn Subdivision. This subdivision will create Lot #2 with the existing single family dwelling at 2670 N St. Paul Rd. and the other Lot #1 requesting the conditional use permit for keeping of livestock at 2680 N St. Paul Road.



## **Discussion**

Because the vacant lot would not have a permitted principal use and the keeping of livestock is not a listed permitted principal use the amendment to the zoning code allows as a conditional use the keeping of livestock.

As a conditional use approved by the City Council it allows the use and the ability to place additional conditions on the property if applicable.

As this location is fairly isolated and allows separation from adjacent properties it does not appear the proposed application will have any negative impact.

## **Alternatives**

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

1. Approve the request for a conditional use permit finding that the proposed use is a listed conditional use in the zoning code and that it will not be detrimental to the public health, safety, and welfare of the community.
2. Disapprove or Deny the request finding that the proposed use does not conform to the purpose of the zoning regulations.
3. Modify the request to meet the wishes of the Council.
4. Refer the matter to a special committee for a determination of a finding of fact.

## **Recommendation**

City Administration recommends that the Council approve this request finding that the request does promote the health, safety, and general welfare of the community, does protect the property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

## **Sample Motion**

Move to approve the request for a conditional use permit to allow the keeping of livestock in conformance with the provisions of the adopted City Code.

## Conditional Use Permit Application

pc: Building, Legal, Utilities  
Planning, Public Works

1. The specific use/construction requested is: TO KEEP LIVESTOCK ON A PIECE OF PROPERTY THAT IS ZONED LLR AND LARGER THAN 5 ACRES.
2. The owner(s) of the described property is/are: GERALD L AND PAMELA K. DEAN
3. The legal description of the property is: SEE ATTACHED WARRANTY DEED
4. The address of the property is: 2670 N. SAINT PAUL RD., G.I., NE 68801
5. The zoning classification of the property is: LLR
6. Existing improvements on the property is: HOUSE, GARAGE AND OUTBUILDINGS
7. The duration of the proposed use is: PERPETUAL
8. Plans for construction of permanent facility is: NOTHING AT THIS TIME
9. The character of the immediate neighborhood is: RESIDENTIAL / AG
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: TO ALLOW LIVESTOCK ON PREMISES.

I/We do hereby certify that the above statements are true and correct and this application is signed as an acknowledgement of that fact.

10-8-2020  
Date

Pamela K Dean  
Owners(s)

308-380-0344  
Phone Number

14 SAINT JAMES PLACE  
Address

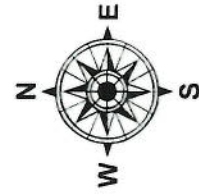
GRAND ISLAND NE 68803  
City State Zip

**Please Note: Delays May Occur if Application is Incomplete or Inaccurate.**



**Legend**

- Parcel
- Primary Addresses



Map generated 10/2/2020 2:49 PM

This map is produced with the Hall County / Grand Island GIS Manager. The data for this map, and the data that produced it, are provided as a service to the user and are not the official government records of Hall County or the City of Grand Island, Nebraska. The map and the data contained herein may contain information that is not current, is not accurate, or is otherwise unreliable. The user shall be solely liable for any use of this map, and the data contained herein, for any purpose other than that for which it was provided. The user shall be solely liable for any use of this map, and the data contained herein, for any purpose other than that for which it was provided. The user shall be solely liable for any use of this map, and the data contained herein, for any purpose other than that for which it was provided. The user shall be solely liable for any use of this map, and the data contained herein, for any purpose other than that for which it was provided.

(Jerry DEAN)

6 to 15 head of horses

3 (West)  
Brooklyn Sub Division

(South)

(North)

12x20  
shade

15x30  
Storage

Electric  
Needed

12x20  
shade

12x20  
shade

Garage

House

(EAST)

St Paul Road



# City of Grand Island

Tuesday, October 27, 2020

Council Session - Updated

## Item E-3

**Public Hearing on Zoning Change for property located at 4141 Montana Avenue from LLR Large Lot Residential Zone and RO Residential Office to Residential Office (FAMOS Construction Inc.)**

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

Staff Contact: Chad Nabity

# Council Agenda Memo

**From:** Regional Planning Commission  
**Meeting:** October 27, 2020  
**Subject:** Rezone from LLR Zone and RO Zone-2 Zone to RO Zone  
**Presenter(s):** Chad Nabity, AICP Director

## Background

An application has been made to rezone a tract of land consisting of a portion of Lot 13 of Northwest Gateway Subdivision, 4141 Montana Avenue in Grand Island, Hall County, Nebraska from LLR Large Lot Residential Zone and RO Residential Office to RO Residential Office. This property is south of Montana Avenue and west of Idaho Avenue.

## Discussion

This property is zoned both LLR and RO the line between these was drawn prior to the subdivision of this property. The RO zoning included all of the property north of the northern property line of the lots on Utah west of Independence Avenue in the Capital Heights Eighth Subdivision. At the time of adoption this was the logical place to draw the boundary as this property was entirely unsubdivided. This rezoning will make the zoning on this lot consistent with the lot boundaries.

At the regular meeting of the Regional Planning Commission, held October 7, 2020 the above item was considered following a public hearing.

O'Neill opened the public hearing.

Nabity explained the request is to amend the zoning of one lot on 4141 Montana Avenue. The lot is currently almost 50% LLR and RO this would confirm the RO zoning across the whole lot. The owner/developer of the lot Amos Anson is requesting the zone change for the south portion of lot 13. Nabity stated the RO zone does allow for more density of housing. The comprehensive plan does call for this area to call for the area to be mixed use commercial.

*Bruce Bluhm, 3009 Colorado* – Mr. Bluhm stated he was against the zone change. The area surrounding been established for years. Making the change will allow the developer to fill the area up with different style of housing. Mr. Bluhm also mentioned the area has a history of water problems. With the development and construction in the area will possibly cause more water problems.

*Amos Anson, 4234 Arizona Ave* - Mr. Anson stated he is the owner of the 5 and half acres of land. Mr. Anson showed an overview of his plans. He explained his plan is not to build an apartment building. The homes are bigger in square footage than the surrounding homes.

*Joe Ferris, 3024 Idaho Ave* – Mr. Ferris stated he was against the zone change. His concerns were high traffic, more activity, water issues and the change of atmosphere.

*Travis Ericson, 3020 Idaho Ave* – Mr. Ericson explained his concerns with the zone change are water issues, traffic and change in their neighborhood. Would like the homes to look similar to the surrounding homes in the area.

*Barb Klein, 3030 Idaho Ave* – Ms. Klein stated her concerns with the zoning change are water issues and added traffic to the area.

O’Neill closed the public hearing.

A motion was made by Ruge and second by Randone to recommend approval for the rezoning of 4141 Montana Avenue Lot 13 from LLR Large Lot Residential and RO Residential Office to RO Residential Office finding that the proposed changes are consistent with the comprehensive development plan and future land use map for the City of Grand Island and that this change will eliminate confusion regarding the zoning of this property.

The motion carried with eight members voting in favor (Ruge, Nelson, Monter, Hendricksen, Robb, Rainforth, Rubio and Randone) and one abstaining (O’Neill).

The memo sent to the planning commission with staff recommendation is attached for review by Council.

### **Alternatives**

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

1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Postpone the issue

### **Recommendation**

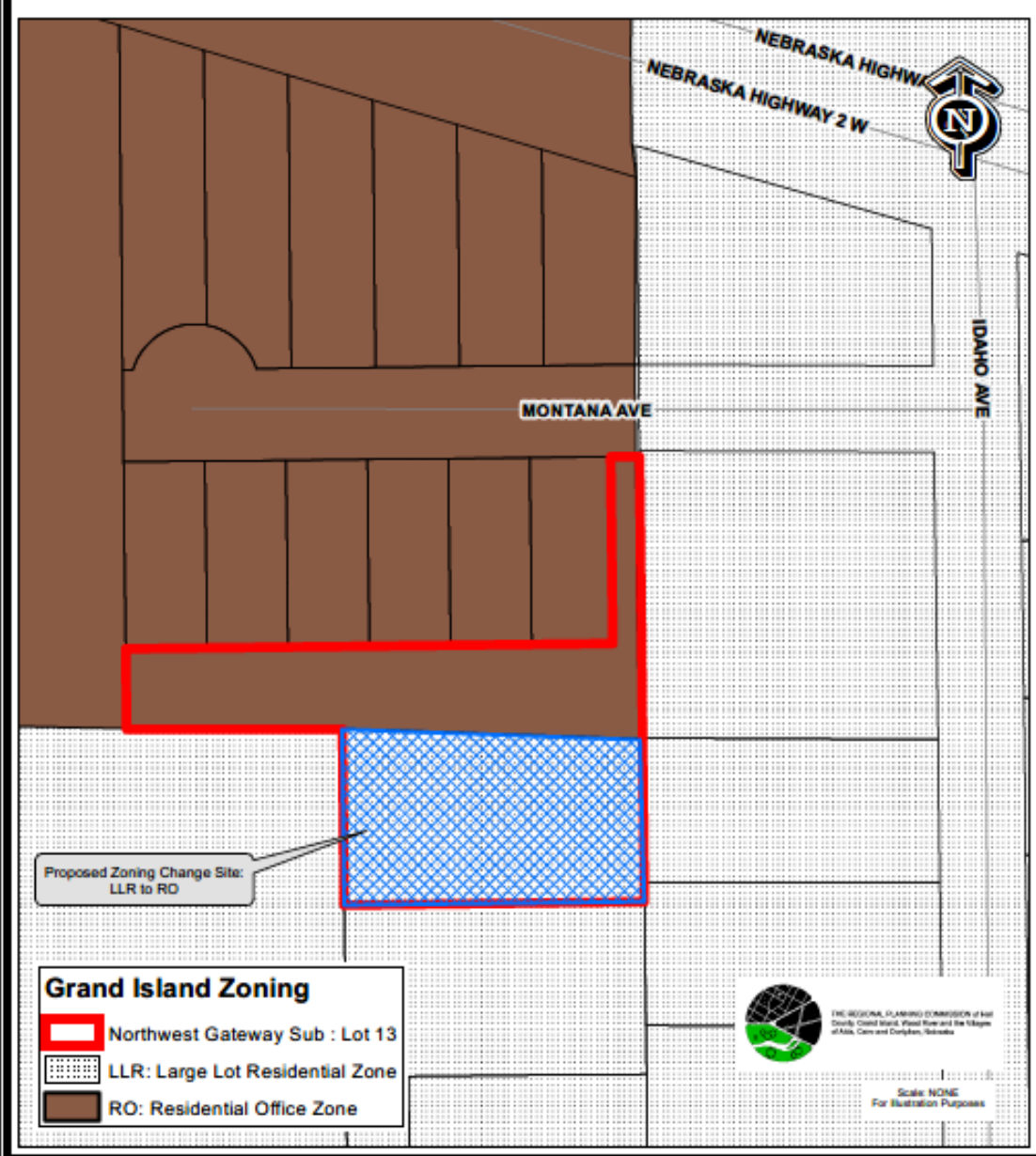
City Administration recommends that the Council approve the proposed changes as recommended.

### **Sample Motion**

Move to approve the ordinance.

# Proposed Zoning Change Location Map

A TRACT OF LAND CONSISTING OF A PORTION OF LOT 13 (4141 MONTANA AVE)  
IN THE NORTHWEST GATEWAY SUBDIVISION, GRAND ISLAND NEBRASKA





**Agenda Item # 5**

**PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:**

September 28, 2020

**SUBJECT:** *Zoning Change*(C-01-2021GI)

**PROPOSAL:** To rezone tract of land consisting of 1.17 acres. This property is located at 4141 Montana Avenue Lot 13 of Northwest Gateway Subdivision in Grand Island, Hall County, Nebraska from LLR Large Lot Residential and RO Residential Office to RO Residential Office. This property is located south of Montana Avenue and east of Idaho Avenue. This rezoning will make the zoning on this lot consistent with the lot boundaries.

**OVERVIEW:**

**Site Analysis**

*Current zoning designation:*

**LLR:** Large Lot Residential Zone (24,660 sqft.±)

**RO:** Residential Office Zone (23,960 sqft ±)

*Intent of District:*

**LLR:** To provide for a transition from rural to urban uses, and is generally located on the fringe of the urban area. This zoning district permits residential dwellings at a maximum density of two dwelling units per acre, as well as other open space and recreational activities.

**RO:** To provide the highest density of residential uses as well as for various office, personal services and professional uses. This zoning district is also used as a transitional zone between lower density residential zones and business or manufacturing zones.

*Permitted and conditional uses:*

**LLR:** Residential uses at a density of 2 dwelling units per acre, churches, schools, and parks.

**RO:** Residential uses with no limit on the density except available parking spaces, office uses, personal services, assisted living facilities, day cares, and prescription related retail.

*Comprehensive Plan Designation:*

Designated for mixed use commercial.

*Existing land uses:*

Vacant

*Proposed Zoning Designation:*

**RO:** Residential Office Zone

*Permitted and conditional uses:* **RO:** Residential uses with no limit on the density except available parking spaces, office uses, personal services, assisted living facilities, day cares, and prescription related retail.

**Adjacent Properties Analysis**

*Current zoning designations:*

**North: RO:** Residential Office Zone

**South, East and West: LLR:** Large Lot Residential Zone

*Permitted and conditional uses:*

**RO:** Residential uses with no limit on the density except available parking spaces, office uses, personal services, assisted living facilities, day cares, and prescription related retail.

**LLR:** Residential uses at a density of 2 dwelling units per acre, churches, schools, and parks.

*Comprehensive Plan Designation:*

**North and West:** Mixed Use Commercial

**South and East:** Designated for low to medium density residential and public uses

*Existing land uses:*

**North:** Vacant Lots

**South and East:** Single family residential

**West:** Church

**EVALUATION:**

**Positive Implications:**

- *Consistent with the City's Comprehensive Land Use Plan: The property is designated for mixed use commercial development generally including medium to high density residential and general business uses. This piece does back onto existing residential so residential uses are most appropriate.*
- *Accessible to Existing Municipal Infrastructure: City water and sewer services have been extended to serve the rezoning area.*
- *Would provide additional housing: This would provide for more modernized housing stock allowing for more housing choices throughout the community. This would allow multiple housing units to be constructed on this lot.*

**Negative Implications:**

- *None Foreseen.*

**Other Considerations:**

This property is zoned both LLR and RO the line between these was drawn prior the subdivision of this property. The RO zoning included all of the property north of the northern property line of the lots on Utah west of Independence Avenue in the Capital

Heights Eighth Subdivision. At the time of adoption this was the logical place to draw the boundary as this property was entirely unsubdivided.

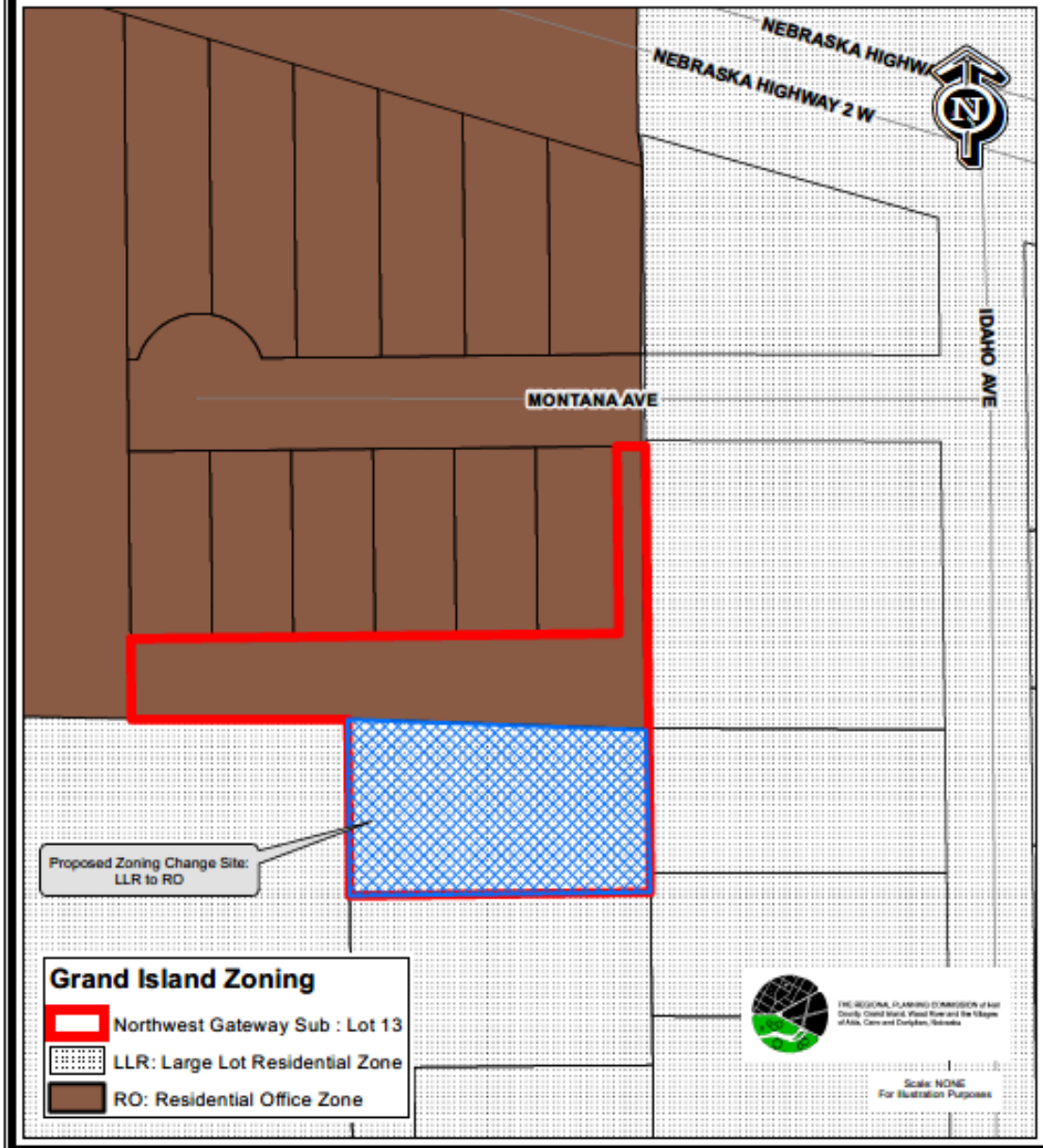
**RECOMMENDATION:**

That the Regional Planning Commission recommend that the Grand Island City Council change the zoning on this site from from LLR Large Lot Residential and RO Residential Office to RO Residential Office.

\_\_\_\_\_ Chad Nability AICP, Planning Director

# Proposed Zoning Change Location Map

A TRACT OF LAND CONSISTING OF A PORTION OF LOT 13 (4141 MONTANA AVE)  
IN THE NORTHWEST GATEWAY SUBDIVISION, GRAND ISLAND NEBRASKA





# City of Grand Island

Tuesday, October 27, 2020

Council Session - Updated

## Item E-4

### **Public Hearing on Changes to Chapter 36 of the Grand Island City Code Relative to Definitions, Yard Requirements and Off Street Parking Requirements**

*Council action will take place under Ordinances item F-5.*

Staff Contact: Chad Nabity

# Council Agenda Memo

**From:** Regional Planning Commission

**Meeting:** October 27, 2020

**Subject:** Concerning proposed amendments to Chapter 36 §36-08(S) Definitions' §36-22 Yard Requirements and Section §36-96 Off Street Parking

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

## Background

Planning Department and Building Department Staff are suggesting changes to the following sections of the Zoning Regulations: section of the 36-108 (S) Definitions to harmonize the definition of Street Frontage and to rearrange other Street Definitions to eliminate confusion between Chapter 33 and 36 of the City Code; and sections 36-22 Yard Requirements and 36-96 Off Street Parking Requirements to by repealing changes made in June of 2018.

## Discussion

More than 20 years ago after approval of the Heavenly Haven Subdivision on Blaine Street south of U.S. Highway 30 the Grand Island Subdivision regulations were amended to define Lot Street Frontage as:

(4) Street Frontage: Each lot shall have frontage (minimum width of twenty (20) feet) on a street that will allow for practical, physical vehicular ingress/egress, and allow for the proper provision of present or future municipal services to the lot.

The purpose of this change was to avoid situations created by the Heavenly Haven Subdivision where the street frontage along Blaine Street while technically present did not provide any possibility of actual vehicular access to the property without either a bridge or ferry.

The definition of Street Frontage was not, however, changed in the Zoning regulations. This can result in a situation where unsubdivided parcels (greater than 10 acres in size) may be created with frontage on a public right of way that does not provide physical vehicular access to the property. Staff is suggesting that the following change be considered to the definition of Street Frontage in Chapter 36 to harmonize these sections of the code:

**Street Frontage** shall mean the distance for which a lot, *tract or parcel* line of a zone lot adjoins and *is parallel to* a public *or approved private* street, from one lot line intersecting said street to the furthest distant lot line intersecting the same street. *Additionally each lot, tract or parcel shall provide access to said street that will allow and provide access to the lot, tract or parcel for municipal services (eg. Fire,*

**Emergency Medical Services and Utilities) and land-based vehicular ingress/egress. (Suggested minimum of 20 feet).**

While examining the definition of Street Frontage as discussed above staff also discover that the Definition of Street, Frontage Access was placed immediately above Street Frontage in the definitions section of the code. To eliminate confusion staff is suggesting that this be added to the sub-definitions of Street and that those sub-definitions be changed as follows:

**Street** shall mean a public thoroughfare or right-of-way dedicated, deeded, or condemned for use as such, other than an alley, which affords the principal means of access to abutting property including avenue, place, way, drive, lane, boulevard, highway, road and any other thoroughfare except as excluded in this chapter.

**Street, Arterial Street** shall mean a street of considerable continuity connecting various sections of the City, designated as an arterial street on the official street plan of the City.

**Street, Collector Street** shall mean a street or highway that is intended to carry traffic from minor streets to major streets. Collector streets are usually the principal entrance streets to residential developments and the streets for circulation within the development as designated in the Comprehensive Development Plan.

**Street, Curvilinear Street** shall mean local streets that deviate from straight alignment and change direction without sharp corners or bends.

**Street, Frontage Access Street** shall mean a street parallel and adjacent to a major street, major inter-regional highway, or major collection road and primarily for service to the abutting properties, and being separated from the major street by a dividing strip.

**Street, Local Street** shall mean a street designed for local traffic that provides direct access to abutting residential, commercial, or industrial properties.

**Street, Looped Street** shall mean a continuous local street without intersecting streets and having its two (2) outlets connected to the same street.

**Streets, Major Street** shall mean a street or highway used primarily for fast or high volume traffic, including expressways, freeways, boulevards, and arterial streets as designated in the Comprehensive Development Plan.

**Street, Private Street** shall mean an open, unoccupied space, other than a street or alley dedicated to the public, but permanently established as the principal means of vehicular access to abutting properties. The term "private street" includes the term "place."

**Street, Side Street** shall mean that street bounding a corner or reversed corner lot and which extends in the same general direction as the line determining the depth of the lot.

Staff is hopeful that the combination of indentation of the sub-definitions and a complete listing of the types of streets in this section in alphabetical order will eliminate any confusion.

In June of 2018 changes were made to §36-22 Yard Requirements and §36-96 Off-Street Parking Requirements relative to the setbacks of residential structures with overhead doors for garages. The intent of these changes was to make sure that there was adequate space between the overhead garage door and the property line for a car to park in front of the garage. While the intent of this was good this has resulted in lots, especially in the older parts of town that are very difficult to build on or add a detached garage on. This impacts every corner lot or between 40% and 50% of the lots in the older parts of town. Staff is recommending that we roll back the change that were made in 2018 and allow these lots to develop based on the setbacks in each zoning district as we had for decades prior to the 2018 change.

#### **§36-22. Yard Requirements**

(A) Yard requirements shall be set forth under the Schedule of Lot, Yard, and Bulk Requirements for each zoning district. Front, side and rear yards shall be provided in accordance with the regulations hereinafter indicated and shall be unobstructed from the ground level to the sky, except as herein permitted.

(B) All accessory buildings that are attached to principal buildings (e.g., attached garages) shall comply with the yard requirements of the principal building, as otherwise specified. **Residential Garages with overhead doors facing the street shall provide a 25 foot setback between the garage door and the property line.**

(C) Front Yard: There shall be a front yard setback as required herein, provided, that where fifty percent or more of the frontage on one street in any block is built up with buildings, no new building setback shall be less than either the required setback or the setback of any existing building which next exceeds the required setback, whichever is greater. This regulation shall not require a setback of more than 50 feet, and in blocks where the lots have a street frontage of 100 feet or more the regulation shall not require a setback of more than 30 feet.

(D) Side Yard: Any interior side yard may be reduced to zero; provided, that the opposite side yard meets the required interior side yard setback. Where the zero side yard setback is used, the abutting property must be held under the same ownership at the time of initial construction or the owners of the abutting property must be agreeable to the zero setback. A separation of not less than ten (10) feet shall be provided between adjacent structures on abutting sites where the zero side yard setback is utilized. This requirement shall not apply in an RD Zone or where the same interior property line is utilized for zero side yard construction on both properties.

For the purpose of upkeep and repair of structures located on an interior property line, a four (4) foot maintenance easement shall be recorded between the owner of the property containing said structure and the owner of the property upon which entry must take place in order to perform maintenance activities. Such easement shall be an irrevocable covenant and shall run with the land. Proof of said recorded easement shall be submitted to the Building Department prior to issuance of a building permit.

Amended by Ordinance No. 8947, effective 01-05-2005  
Amended by Ordinance No. 9294, effective 05-31-2011  
Amended by Ordinance No. 9689, effective 06-12-2018

### **§36-96. Off-Street Parking Requirements**

(A) Purposes:

(1) It is the intent of this section that all buildings and uses shall provide off-street parking and loading facilities in a minimum amount as required herein to meet the needs of such buildings and uses on private property and under the same ownership as such buildings or uses. The accommodations may consist of lots, garages, or other buildings, and accessories; they may be surface facilities or facilities above or under the ground.

(2) It is the further intent of this section that all off-street parking and loading spaces and facilities shall be sited and built according to the requirements contained in this section, and shall require an application for and issuance of a building permit pursuant to §8-22.

(B) Application. Each building or use hereafter constructed, and each addition to or altered building or use shall be provided with off-street parking and loading spaces as required herein. Each off-street parking space or loading facility and space hereafter constructed, upon proper application and permit being granted shall be sited and constructed pursuant to the requirements of this section. No application for a building permit for such building, addition, alteration, or use shall be approved unless accompanied by a plot plan showing the location and amount of off-street parking and loading spaces as required herein for the existing or proposed building or use and including all such additions or alterations. No occupancy or use permit shall be issued unless the required parking and loading facilities shall have been provided in accordance with the approved plot plan. Requirements shall be applicable to all zones and districts but not to include the following business districts or tracts of land as identified below:

(1) *Central Business District* Beginning at the intersection of Sycamore Street and First Street; thence westerly on First Street to Pine Street; thence southerly on Pine Street to the southerly boundary of Courthouse Addition; thence westerly along the southerly boundary of Courthouse Addition to Locust Street; thence westerly on Division Street to Walnut Street; thence northerly on Walnut Street to the alley between Division Street and First Street; thence westerly on said alley to Cedar Street; thence northerly on Cedar Street to the alley between Second Street and Third Street; thence westerly on said alley to Elm Street; thence northerly on Elm Street to a point 40 feet north of the southerly right-of-way line of the Union Pacific Railroad; thence easterly parallel to and 40 feet from said right-of-way line to Walnut Street; thence northerly on Walnut Street to a point 100 feet north of the northerly right-of-way line of South Front Street; thence easterly parallel to and 100 feet from said right-of-way line to Kimball Avenue extended; thence southerly on Kimball Avenue extended and Kimball Avenue to the alley between Third Street and Second Street; thence southerly on Sycamore Street to the point of beginning.

(2) *Fourth Street Business District.* Beginning at the intersection of Eddy Street and the alley in the block between Fourth and Fifth Streets; thence easterly on the alley to the intersection of the alley with Sycamore



Street; thence southerly on Sycamore Street to 100 feet south of the south right-of-way line of North Front Street; thence westerly on the aforesaid line to its intersection with Eddy Street; thence northerly on Eddy Street to the point of beginning.

(3) Tracts of land ten acres or more used for seasonal events (one event every three months) of not more than fourteen consecutive days in duration and a minimum of fourteen days between events.

(C) Area and Computation: An off-street parking space shall be of appropriate dimensions of not less than 180 square feet exclusive of access or maneuvering area, ramps, columns, etc., and shall have a vertical clearance of not less than seven feet. An off-street loading space shall be of appropriate dimensions of not less than 360 square feet exclusive of access or maneuvering area, ramps, columns, etc., and shall have a vertical clearance of not less than fourteen feet. When determination of the number of off-street parking or loading spaces required by this chapter results in a requirement of a fractional space, any fraction of one-half or less may be disregarded while a fraction in excess of one-half shall be counted as one parking space.

(D) Location: All off-street parking spaces shall be on the same lot as the building or within 300 feet of the lot. Permanent off-street parking spaces shall not be permitted within the required front yard setback, provided, however, that for a building containing three dwelling units or less, one space per unit may be placed within the front yard setback if such space is not directly in front of the building excluding garages or carports. Residential Garages with overhead doors facing the street shall provide a 25 foot setback between the garage door and the property line.

(E) Collective Facilities: Off-street parking facilities for separate or mixed buildings or uses may be provided collectively so long as the total number of spaces is not less than the sum of the separate required spaces, and provided further, that the requirement concerning location of such facility with respect to distance from the building or use served shall be complied with. In order to eliminate a multiplicity of entrances and exits and diminish traffic hazards to conserve space where space is at a premium and to promote orderly development generally, the city council is hereby authorized to plan and group parking facilities collectively for a number of businesses in a given area, and especially in the central business district, in such a manner as to obtain a maximum of efficiency and capacity in parking and traffic movement.

(F) Employee Parking: Parking spaces required on an employee basis shall be based on the maximum number of employees on duty on the premises at any one time.

(G) Design Standards. All off-street parking and loading facilities shall be designed with appropriate means of vehicular access to a street or alley and contain adequate and safe maneuvering areas. Detailed plans shall be submitted to the public works director for approval of all curb cuts or driveway openings before a permit may be obtained therefor. No signs shall be displayed except such signs as required for the orderly use of the facilities. All facilities shall be provided with a permanent type, dust-free surface meaning asphaltic cement concrete, Portland cement concrete, or paving brick.

All parking lots containing five or more parking spaces, which are within 30 feet of property occupied by a residential use in a Large Lot Residential Zoning District or of property within a Suburban Residential Zoning District, Low Density Residential Zoning District, Medium Density Residential Zoning District, High Density Residential Zoning District or Residential Development Zoning District, shall provide a sight-obscuring fence or screen not less than six feet nor more than eight feet in height along the boundary of the parking lot adjacent to such districts. No fence or screen shall be required between abutting parking lots or adjacent to an alley. The height of any fence or screen shall be subject to other restrictions provided by the City Code.

(H) Maintenance: The parking and loading facilities required by this section shall be provided and maintained so long as the use exists which the facilities are designed to serve. Reasonable precautions must be taken by the owners of particular uses to assure the use of the parking facilities only by the employees or the social or business visitors of the premises for which the facilities are provided. The facilities must be so designed and maintained as not to constitute a nuisance at any time and must not be used in such a manner as to constitute a hazard or unreasonable impediment to traffic.

(I) Reduction of Number of Spaces: Off-street parking or loading facilities shall not be reduced in total extent, after their provision required hereunder, except upon the approval of the Board of Adjustment, and then only after proof that the parking or loading spaces are no longer required by reason of a change in use of the premises of which the facilities are adjunct.

(J) Requirement for Uses Not Listed: For any use not listed, the Board of Adjustment shall determine the proper requirement by classifying the proposed use among the uses specified herein so as to assure equal treatment.

(K) Administration and Enforcement: The off-street parking and loading provisions of this section shall be administered by the zoning official and enforced by the chief building official, who shall also serve in advisory capacity to the city council on matters relative to any phase of such provisions.

(L) Penalty for Violation: The provisions of parking and loading facilities as required by this section shall be a continuing obligation of the owner or sponsor of a given building or use so long as the building or use is in existence and so long as parking and loading facilities are required hereunder in connection therewith, and it shall be unlawful to discontinue, change, or dispense with such facilities without establishing alternate facilities that meet the requirements herein. Penalty provisions applicable to this chapter as a whole shall apply to the violations of these provisions. In addition, at such time as the facilities required hereunder shall fail to continue to be available for the purpose, the building permit for the structures to which the facilities are adjunct and the use or occupancy permits issued for the premises shall be canceled and become null and void.

Amended by Ordinance No. 8976, effective 06-08-2005  
Amended by Ordinance No. 9151, effective 12-18-2007  
Amended by Ordinance No. 9229, effective 09-09-2009  
Amended by Ordinance No. 9574, effective 03-15-2016  
Amended by Ordinance No. 9689, effective 06-12-2018  
Amended by Ordinance No. 9720, effective 02-06-201

### **From the October 7, 2020 Regional Planning Commission Meeting Minutes:**

#### **Public Hearing – Zoning Text Amendments – Grand Island – Concerning changes to sections §36-8 Definitions and §36-22. Yard Requirements and §36-96 Off Street Parking Requirements (C-01-2021GI)**

O’Neill opened the public hearing.

Nabity explained the changes to the definitions will harmonize the definition of Street Frontage between the subdivision regulations and the zoning regulations. The changes to the Yard Requirements and Off-Street Parking will repeal changes made 2 years ago regarding setbacks for residential garages with overhead doors facing the street.

O’Neill closed the public hearing

A motion was made by Hendricksen and second by Rainforth recommend approval of changes to sections §36-8 Definitions and §36-22. Yard Requirements and §36-96 Off Street Parking Requirements.

The motion carried with nine members voting in favor (O’Neill, Ruge, Nelson, Monter, Hendricksen, Rubio, Robb, Randone and Rainforth) and no members voting no.

### **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the proposed changes as presented.

## **Sample Motion**

Move to approve as recommended.



# City of Grand Island

Tuesday, October 27, 2020

Council Session - Updated

## Item F-1

**#9791 - Consideration of Approving Annexation of Property  
Located at Husker Highway and Engleman Road NWE North  
Subdivision (Final Reading)**

Staff Contact: Chad Nabity

# Council Agenda Memo

**From:** Regional Planning Commission

**Meeting:** October 27, 2020

**Subject:** An Ordinance to include NWE North Subdivision as an Addition to the City of Grand Island, Nebraska and the adjoining right-of-way

**Presenter(s):** Chad Nability, AICP Planning Director

## Background

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

Mettenbrink Family Investments, L.L.C. as owner of the property submitted a plat of Brooklyn Subdivision an Addition to the City of Grand Island. The Hall County Regional Planning Commission recommended approval of the subdivision at their meeting on September 2, 2020.

## Discussion

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

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

One lot to be used for a Northwestern Energy Substations would be added to the City as a result of this annexation. This property is located west of Engleman Road and north of Capital Avenue.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council pass the annexation ordinance.

## **Sample Motion**

Move to approve the annexation ordinance on third reading.

# PROPOSED SUBDIVISION AERIAL MAP



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

\* This Space Reserved for Register of Deeds \*

ORDINANCE NO. 9791

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

WHEREAS, after Mettenbrink Family Investments, L.L.C., as owner of the property submitted a plat of NWE North Subdivision an Addition to the City of Grand Island for approval; and

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

Approved as to Form    ☒ \_\_\_\_\_  
October 26, 2020        ☒ City Attorney



ORDINANCE NO. 9791 (cont.)

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

WHEREAS, on September 22, 2020 the City Council of the City of Grand Island considered such annexation and approved such annexation on first reading and on October 13, 2020 approved such annexation on second reading and on October 27, 2020 approved such annexation on third and final reading.

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

SECTION 1. It is hereby found and determined that:

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

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

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

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

ORDINANCE NO. 9791 (cont.)

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

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

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

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

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

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

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

ORDINANCE NO. 9791 (cont.)

SECTION 8. This ordinance shall be in full force and effect on November 15, 2020 after its approval and passage on October 27, 2020 and publication, in pamphlet form, as provided by law.

Enacted: October 27, 2020.

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Roger G. Steele, Mayor

Attest:

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RaNae Edwards, City Clerk

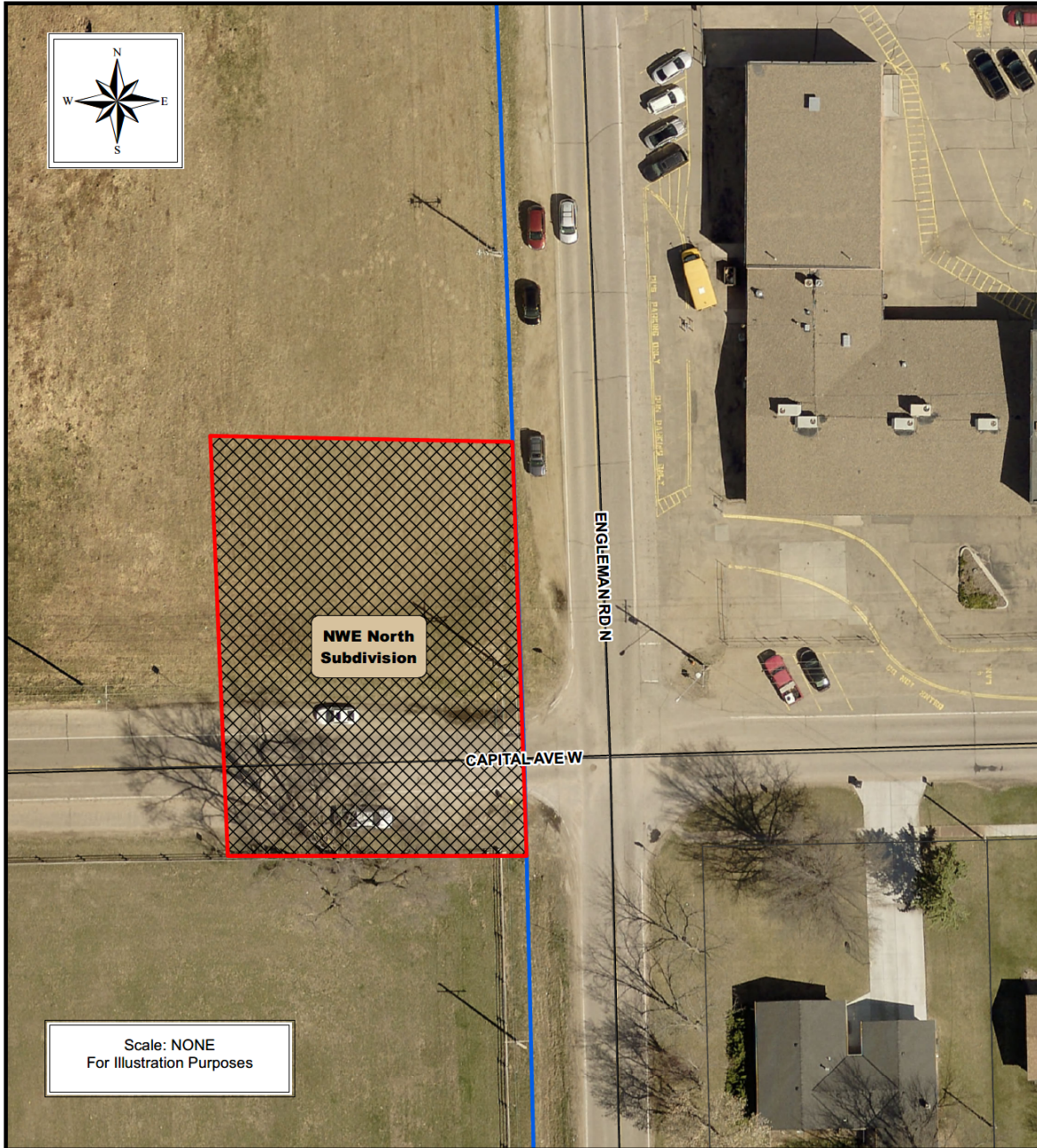
Exhibit A

**LEGAL DESCRIPTION**

A TRACT OF LAND CONSISTING OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4, SE1/4) OF SECTION THREE (3), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 3-T11N-R10W, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S89°49'01"W, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4), A DISTANCE OF 110.00 FEET; THENCE N01°04'05"W A DISTANCE OF 90.00 FEET; THENCE N89°49'01"E A DISTANCE OF 110.00 FEET TO A POINT ON THE EAST LINE OF SAID SE1/4; THENCE S01°04'05"E, ALONG THE EAST LINE OF SAID SE1/4, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 9898.83 SQUARE FEET OR 0.227 ACRES MORE OR LESS OF WHICH 0.147 ACRES IS NEW DEDICATED ROAD RIGHT-OF-WAY ALONG WITH ALL ADJECENT AND CONTINGUOUS ROAD RIGHT-WAY AND EASEMENTS FOR ROAD PURPOSES.

# PROPOSED SUBDIVISION ANNEXATION MAP



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



# City of Grand Island

Tuesday, October 27, 2020

Council Session - Updated

## Item F-2

**#9792 - Consideration of Approving Annexation of Property  
Located at Husker Highway and Engleman Road NWE South  
Subdivision (Final Reading)**

Staff Contact: Chad Nabity

# Council Agenda Memo

**From:** Regional Planning Commission

**Meeting:** October 27, 2020

**Subject:** An Ordinance to include NWE South Subdivision as an Addition to the City of Grand Island, Nebraska and the adjoining right-of -way

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

## Background

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

Steven D. Hostler and Elaine S. Hostler, as owners of the property submitted a plat of NWE South Subdivision an Addition to the City of Grand Island. The Hall County Regional Planning Commission recommended approval of the subdivision at their meeting on September 2, 2020.

## Discussion

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

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

One lot to be used for a Northwestern Energy Substations would be added to the City as a result of this annexation. This property is located west of Engleman Road and south of Husker Highway.

## **Alternatives**

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

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

## **Recommendation**

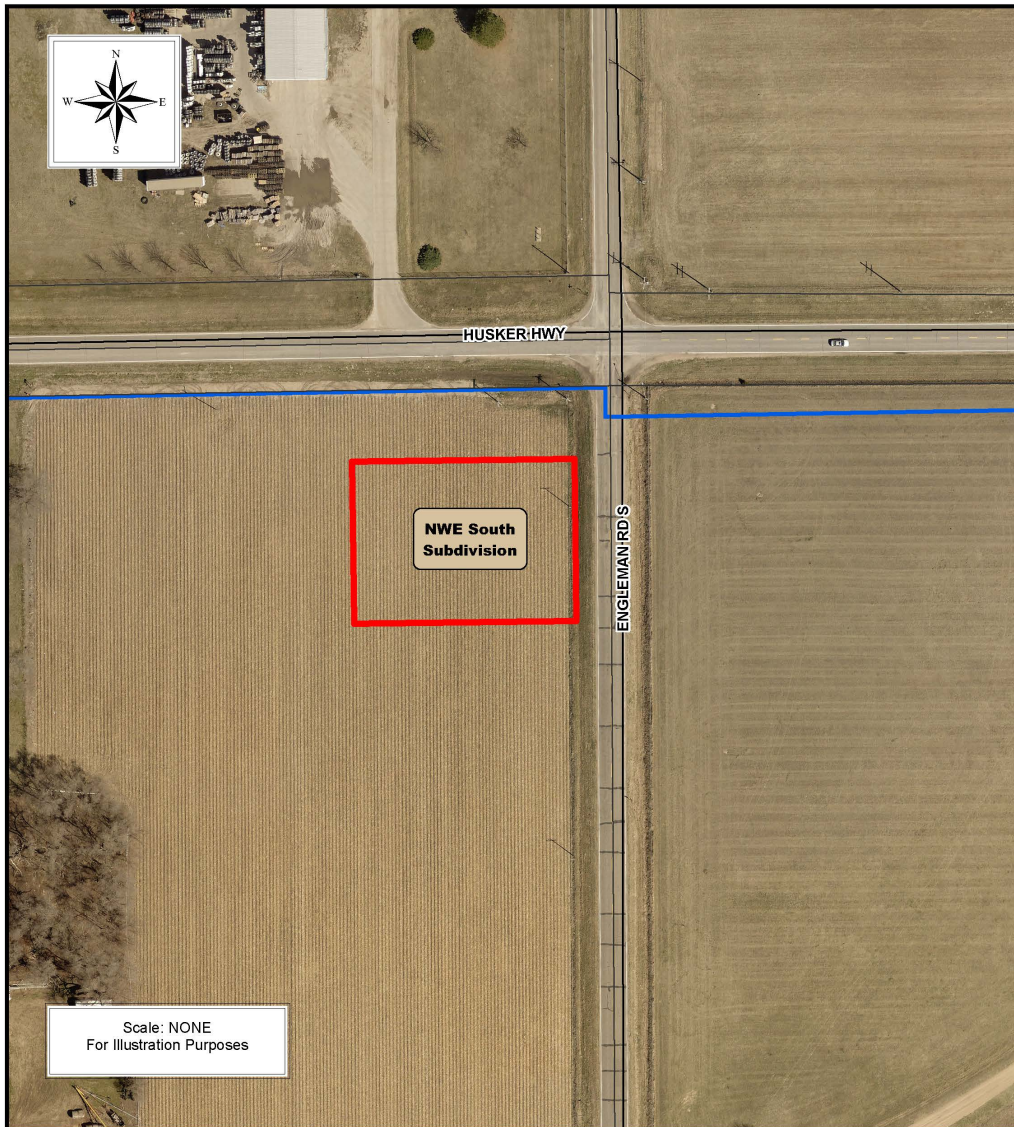
City Administration recommends that the Council pass the annexation ordinance.

## **Sample Motion**

Move to approve the annexation ordinance on third reading.



# PROPOSED SUBDIVISION AERIAL MAP



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

\* This Space Reserved for Register of Deeds \*

ORDINANCE NO. 9792

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

WHEREAS, after Steven D. Hostler and Elaine S. Hostler, as owners of the property submitted a plat of NWE South Subdivision an Addition to the City of Grand Island for approval; and

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

Approved as to Form    ☐ \_\_\_\_\_  
October 26, 2020        ☐ City Attorney

ORDINANCE NO. 9792 (cont.)

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

WHEREAS, on September 22, 2020 the City Council of the City of Grand Island considered such annexation and approved such annexation on first reading and on October 13, 2020 approved such annexation on second reading and on October 27, 2020 approved such annexation on third and final reading.

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

SECTION 1. It is hereby found and determined that:

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

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

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

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

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

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

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

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

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

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

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

ORDINANCE NO. 9792 (cont.)

SECTION 8. This ordinance shall be in full force and effect on November 5, 2020 after its approval and passage on October 27, 2020 and publication, in pamphlet form, as provided by law.

Enacted: October 27, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

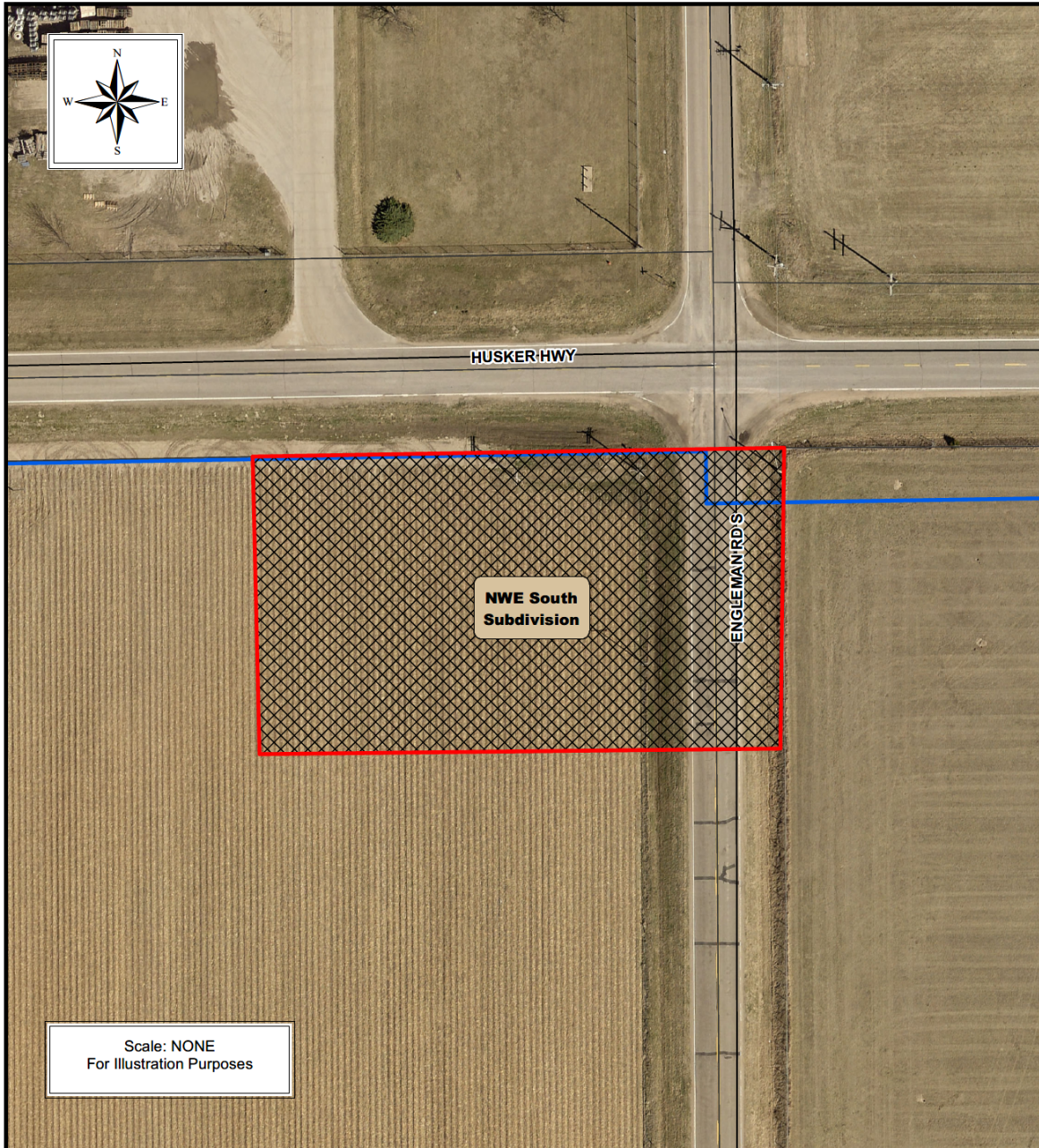
Exhibit A

**LEGAL DESCRIPTION**

A TRACT OF LAND CONSISTING OF PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4, NE1/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 34-T11N-R10W; THENCE ON AN ASSUMED BEARING OF S00°39'31"W, ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 34, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S00°39'31"W, ALONG SAID EAST LINE, A DISTANCE OF 40.00 FEET; THENCE N89°59'18"W A DISTANCE OF 110.00 FEET; THENCE N00°39'31"E A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HUSKER HIGHWAY; THENCE S89°59'18"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 2800.00 SQUARE FEET OR 0.064 ACRES MORE OR LESS OF WHICH 0.037 ACRES IS NEW DEDICATED ROAD RIGHT-OF-WAY ALONG WITH ALL ADJECENT AND CONTINGUOUS ROAD RIGHT-WAY AND EASEMENTS FOR ROAD PURPOSES.

## PROPOSED SUBDIVISION ANNEXATION MAP



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



# City of Grand Island

Tuesday, October 27, 2020

Council Session - Updated

## Item F-3

**#9795 - Consideration of Approving Annexation of Property  
Located at 4127 West Husker Highway (First Reading)**

Staff Contact: Chad Nabity



# Council Agenda Memo

**From:** Regional Planning Commission

**Meeting:** October 27, 2020

**Subject:** An Ordinance to include Leaman Acres Subdivision as an Addition to the City of Grand Island, Nebraska and the adjoining right-of -way

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

## Background

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

Michael T. Leaman and Ralisa E. Leaman husband and wife, as owners of the property submitted a plat of Leaman Acres Subdivision an Addition to the City of Grand Island. The Hall County Regional Planning Commission recommended approval of the subdivision at their meeting October 7, 2020.

## Discussion

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

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

Three residential lots would be added to the City as a result of this annexation. This property is located south of Husker Highway and east of Graham Avenue.

## **Alternatives**

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

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

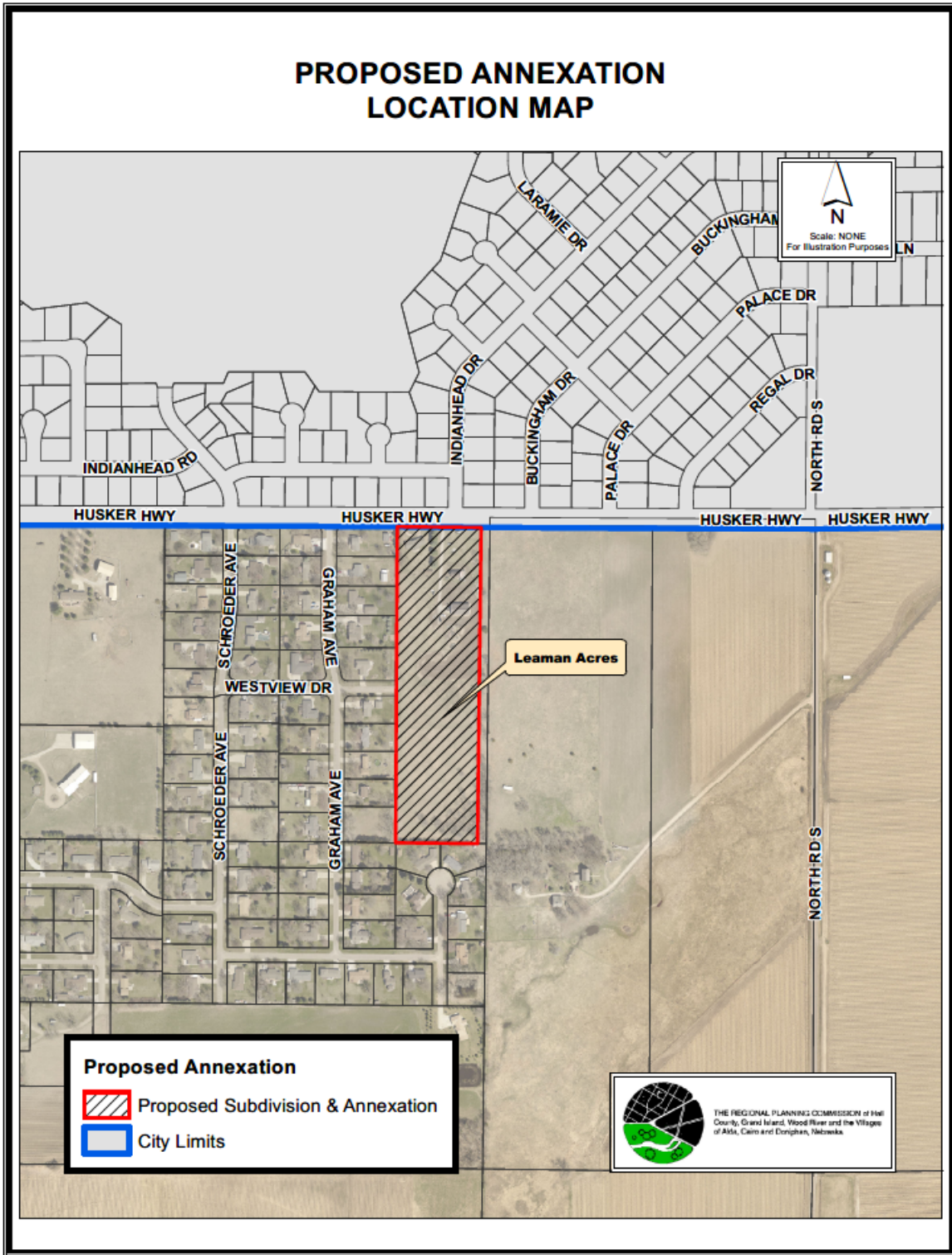
## **Recommendation**

City Administration recommends that the Council pass the annexation ordinance.

## **Sample Motion**

Move to approve the annexation ordinance on first reading.

# PROPOSED ANNEXATION LOCATION MAP



ORDINANCE NO. 9795

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

WHEREAS, after Michael T. Leaman and Ralisa E. Leaman., as owners of the property submitted a plat of Leaman Acres Subdivision an Addition to the City of Grand Island for approval; and

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

Approved as to Form	☐ _____
October 26, 2020	☐ City Attorney

ORDINANCE NO. 9795 (Cont.)

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

WHEREAS, on October 27, 2020 the City Council of the City of Grand Island considered such annexation and approved such annexation on first reading and on November 10, 2020 approved such annexation on second reading and on November 24, 2020 approved such annexation on third and final reading.

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

SECTION 1. It is hereby found and determined that:

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

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

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

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

ORDINANCE NO. 9795 (Cont.)

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

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

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

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

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

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

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

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

ORDINANCE NO. 9795 (Cont.)

Enacted: October 27, 2020

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Exhibit A

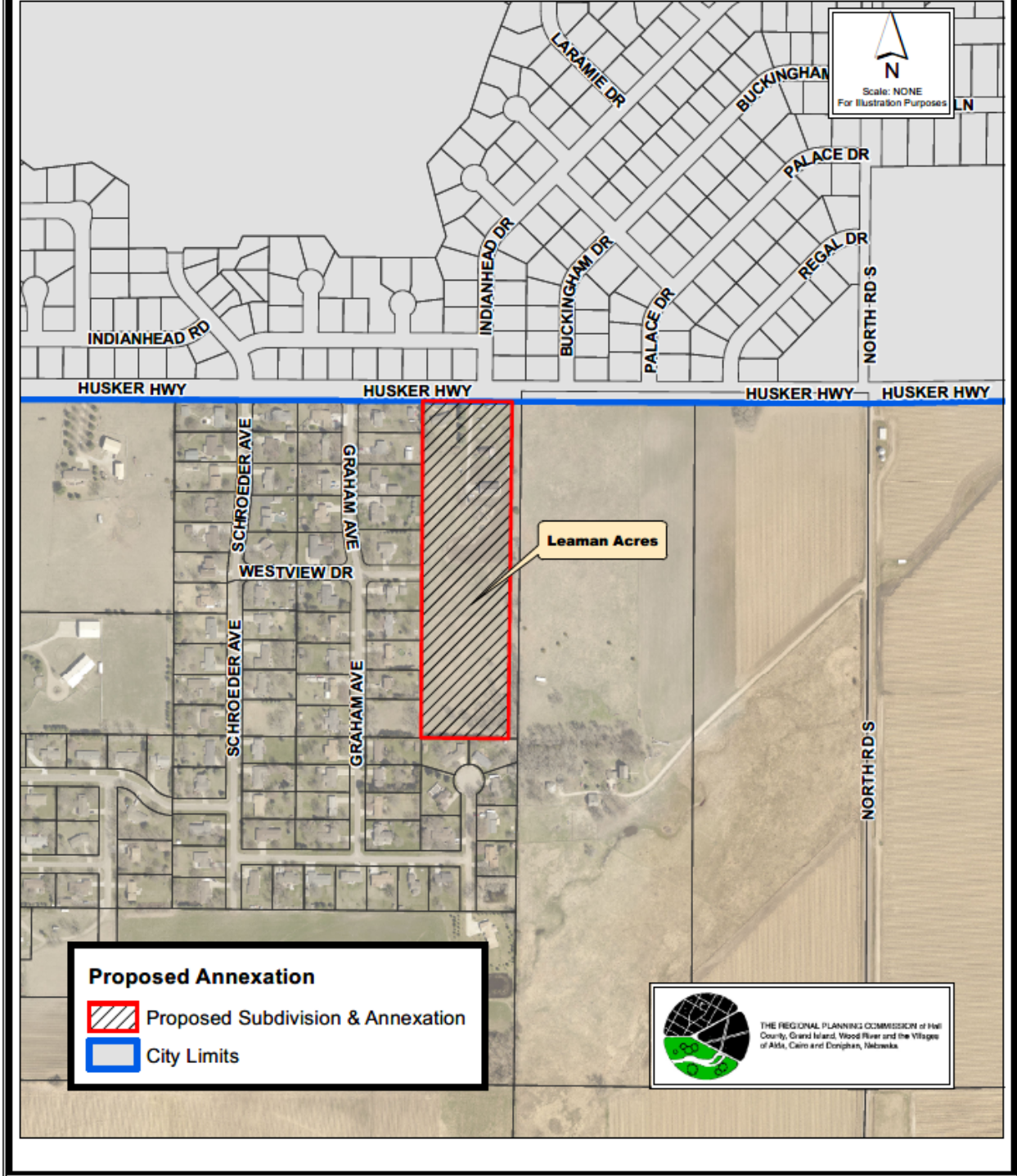
**LEGAL DESCRIPTION**

A TRACT OF LAND LOCATED IN THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 10 WEST, OF THE 6<sup>TH</sup> P.M., HALL COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 35 (NORTH  $\frac{1}{4}$  CORNER) THENCE S89°41'01"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  A DISTANCE OF 943.57 FEET, THENCE S00°18'02"W A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING S00°18'02"W ON THE EAST LINE OF BLOCK 2 FIRESIDE ESTATES SUBDIVISION AND THE EAST LINE OF BLOCK 2 FIRESIDE ESTATES SECOND SUBDIVISION A DISTANCE OF 1279.89 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 2 FIRESIDE ESTATES SECOND SUBDIVISION AND ALSO BEING THE NORTHWEST CORNER OF LOT 20 WESTROADS ESTATES THIRD SUBDIVISION, THENCE S89°24'08"E ON THE NORTH LINE OF SAID WESTROADS ESTATES THIRD SUBDIVISION A DISTANCE OF 334.94 FEET, THENCE N00°39'26"E ON A LINE PARALLEL WITH AND 33.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  A DISTANCE OF 1281.55 FEET TO THE SOUTH RIGHT OF WAY LINE OF HUSKER HIGHWAY, THENCE N89°41'01"W ON SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 342.91 FEET TO THE POINT OF BEGINNING, CONTAINING 9.96 ACRES MORE OR LESS.



### PROPOSED ANNEXATION LOCATION MAP





# City of Grand Island

Tuesday, October 27, 2020

Council Session - Updated

## Item F-4

**#9796 - Consideration of Approving Zoning Change for Property located at 4141 Montana Avenue Lot 13 of Northwest Gateway Subdivision from LLR Large Lot Residential Zone and RO Residential Office to Residential Office (FAMOS Construction Inc.)**

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9796

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of Lot 13 of Northwest Gateway Subdivision in Grand Island, Hall County, Nebraska, from LLR Large Lot Residential and RO Residential Office to RO-Residential Office; directing that such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on October 7, 2020, held a public hearing on the proposed zoning of such area; and

WHEREAS, notice as required by Section 19-923, R.R.S. 1943, has been given to the Boards of Education of the school districts in Hall County, Nebraska; and

WHEREAS, after public hearing on October 27, 2020 the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned, reclassified and changed from LLR Large Lot Residential and RO Residential Office to RO-Residential Office;

A TRACT OF LAND LOCATED IN THE NORTH WEST QUARTER, SECTION 2, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOT 13 OF NORTHEST GATEWAY SUBDIVISION IN GRAND ISLAND, HALL COUNTY, NEBRASKA.

SECTION 3. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-51 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

Approved as to Form	by _____
October 26, 2020	City Attorney

ORDINANCE NO. 9796 (Cont.)

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

Enacted: October 27, 2020

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, October 27, 2020

Council Session - Updated

## Item F-5

### **#9797 - Consideration of Approving Changes to Chapter 36 of the Grand Island City Code Relative to Definitions, Yard Requirements and Off Street Parking Requirements**

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9797

An ordinance to amend Chapter 36 of the Grand Island City Code specifically, to amend Landscaping Requirements Sections 36-08 (S), 36-22, and 36-96; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication in pamphlet form and the effective date of this ordinance.

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

SECTION 1. Sections 36-08 (S), 36-22, and 36-96 of the Grand Island City Code is hereby amended to read as follows:

**§36-08. Definitions (S)**

**Salvage Yard** shall mean any building, lot, yard or premise used for the collection, processing, salvage, storage, bailing or shipping of junked vehicles, vehicle parts, paper, cardboard, glass, plastic, metals, rags, scrap materials, junk, or material similar to those listed herein.

**Satellite Dish Antenna** shall mean a round, parabolic antenna incorporating a reflective surface that is solid, open mesh, or bar configured and is in the shape of a shallow dish, or cone and used to transmit and/or receive radio or electromagnetic waves.

**Scale** shall mean a proportional relationship of the size of parts to one another and to the human figure.

**School, Day** shall mean a preschool or nursery school for children.

**School, Day, Pre-, or Nursery** shall mean a school or center for children under school age, whether licensed as a day care center or not, shall be approved by the Nebraska State Fire Marshall as being in safety conformance with the National Fire Protection Association, Pamphlet 101, known as the Life Safety Code and shall be approved by the Nebraska Department of Health and Welfare as meeting their health and welfare standards.

**Screening** shall mean a structure or planting that conceals from view from public ways the area behind such structure or planting.

**Selective Clearing** shall be the careful and planned removal of trees, shrubs, and plants using specific standards and protection measures.

**Self-Service Station** shall mean an establishment where motor fuels are stored and dispensed into the fuel tanks of motor vehicles by persons other than the service station attendant and may include facilities available for the sale of other retail products.

**Self-Service Storage Facility** shall mean a building or group of buildings containing individual, compartmentalized, and controlled access stalls or lockers for storage.

**Separate Ownership** shall mean ownership of a parcel of land by a person who does not own any of the land abutting such parcel.

**Service Stations** shall mean buildings and premises where the primary use is the supply and dispensing at retail of motor fuels, lubricants, batteries, tires, and motor vehicle accessories and where light maintenance activities such as engine tune-ups, lubrications, and washing may be conducted, but not including heavy maintenance and repair such as engine overhauls, painting, and body repair.

**Setback Line, Front Yard** shall mean the line which defines the depth of the required front yard. Said setback line shall be parallel with the right-of-way line or highway setback line when one has been established.

Approved as to Form    ✕ \_\_\_\_\_  
October 26, 2020        ✕ City Attorney

ORDINANCE NO. 9797(Cont.)

**Setback Line, Rear Yard or Side Yard** shall mean the line which defines the width or depth of the required rear or side yard. Said setback line shall be parallel with the property line, removed therefrom by the perpendicular distance prescribed for the yard in the district.

**Shopping Center** shall mean a group of commercial establishments planned, constructed, and managed as a total entity with customer and employee parking provided on-site, provisions for goods delivery that is separated from customer access, aesthetic considerations, and protection from the elements.

**Shopping Center, Commercial Strip** shall mean a commercial development, usually one store deep, that fronts on a major street for a distance of one city block or more. Includes individual buildings on their own lots, with or without on-site parking and small linear shopping centers with shallow on-site parking in front of the stores.

**Shopping Center, Outlet** shall mean a commercial development that consists mostly of manufacturers' outlet stores selling their own brands at a discounted price. This definition includes all forms of centers, such as strip style, enclosed mall style, and village clustered style centers.

**Shrub** shall mean a multi-stemmed woody plant other than a tree.

**Sidewalk Café** shall mean an area adjacent to a street level eating or drinking establishment located adjacent to the public pedestrian walkway and used exclusively for dining, drinking, and pedestrian circulation. The area may be separated from the public sidewalk by railings, fencing, or landscaping or a combination thereof.

**Sight Triangle** is an area at a street intersection in which nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially impede vision. The area and restrictions of the sight triangle are further defined in Chapter 32 of this code.

**Sign Base** shall mean any decorative, functional element extending upward from grade to the start of the sign.

**Similar Use** shall mean the use of land, buildings, or structures of like kind or general nature with other uses within a zoning district as related to bulk, intensity of use, traffic generation and congestion, function, public services requirements, aesthetics or other similarities

**Site Break** shall mean a structural or landscape device to interrupt long vistas and create visual interest in a site development.

**Site Plan** shall mean a plan, prepared to scale, showing accurately and with complete dimensioning, the boundaries of a site and the location of all buildings, structures, uses, drives, parking, drainage, landscape features, and other principal site development improvements for a specific parcel of land.

**Site, Septic** shall mean the area bounded by the dimensions required for the proper location of the septic tank system.

**Skate, In-Line** shall mean a boot-type device, which is placed on an individual's feet. In-line skates contain wheels on the bottom of the boot, which are attached in linear fashion.

**Skate Park** shall mean a recreational facility containing skateboard ramps and other obstacle courses and devices for use with skateboards and in-line skates.

**Skateboard** shall mean a foot board mounted upon four or more wheels and is usually propelled by the user who sometimes stands, sits, kneels, or lays upon the device while it is in motion.

**Skateboard Pipe** shall mean an outdoor structure which is shaped into a half circle or oval, that are designed and principally intended to permit persons on skateboards to move continuously from one side to the other.

**Skateboard Ramp** shall mean an outdoor structure with an upward inclined surface, essentially one of the sides of a pipe, which are designed and principally intended to permit persons on skateboards to move from horizontal to vertical and back to horizontal.

**Sludge** shall mean solids removed from sewage during wastewater treatment and then disposed of by incineration, dumping, burial, or land application.

**Solid Waste** shall mean waste materials consisting of garbage, trash, refuse, rubble, sewage, offal, dead animals, or paunch manure.

**Specified Anatomical Areas** shall mean anatomical areas consisting of less than completely and opaquely covered human genitals, buttock, or female breast(s) below a point immediately above the top of the areola.

**Specified Sexual Activities** shall mean sexual activities prohibited by state law.

ORDINANCE NO. 9797(Cont.)

**Spot Zoning** shall mean an arbitrary zoning or rezoning of a small tract of land that is not consistent with the comprehensive land use plan and primarily promotes the private interest of the owner rather than the general welfare. Spot zoning usually results from an upzoning to a more intensive use classification.

**Standard System** shall mean a sewage treatment system employing a building sewer, septic tank, and a standard soil absorption system.

**State** shall mean the State of Nebraska.

**Storage** shall mean the keeping, in a roofed or unroofed area, of any goods, junk, material, merchandise, or vehicles on the same tract or premises for more than thirty (30) days.

**Storm Drain** shall mean a conduit that carries natural storm and surface water drainage but not sewage and industrial wastes, other than unpolluted cooling water.

**Stormwater Detention** shall mean any storm drainage technique that retards or detains runoff, such as a detention or retention basin, parking lot storage, rooftop storage, porous pavement, dry wells, or any combination thereof. Said detention shall be designed by a licensed professional engineer and approved by the City.

**Stormwater Management** shall mean the collecting, conveyance, channeling, holding, retaining, detaining, infiltrating, diverting, treating, or filtering of surface water, or groundwater, and/or runoff, together with applicable managerial (non-structural) measures.

**Stormwater Runoff** shall mean surplus surface water generated by rainfall that does not seep into the earth but flows over land to flowing or stagnant bodies of water.

**Story, One-Half** shall mean the same as "Half-Story".

**Street** shall mean a public thoroughfare or right-of-way dedicated, deeded, or condemned for use as such, other than an alley, which affords the principal means of access to abutting property including avenue, place, way, drive, lane, boulevard, highway, road and any other thoroughfare except as excluded in this chapter.

**Street, Arterial Street** shall mean a street of considerable continuity connecting various sections of the City, designated as an arterial street on the official street plan of the City.

**Street, Collector Street** shall mean a street or highway that is intended to carry traffic from minor streets to major streets. Collector streets are usually the principal entrance streets to residential developments and the streets for circulation within the development as designated in the Comprehensive Development Plan.

**Street, Curvilinear Street** shall mean local streets that deviate from straight alignment and change direction without sharp corners or bends.

**Street, Frontage Access Street** shall mean a street parallel and adjacent to a major street, major inter-regional highway, or major collection road and primarily for service to the abutting properties, and being separated from the major street by a dividing strip.

**Street, Local Street** shall mean a street designed for local traffic that provides direct access to abutting residential, commercial, or industrial properties.

**Street, Looped Street** shall mean a continuous local street without intersecting streets and having its two (2) outlets connected to the same street.

**Streets, Major Street** shall mean a street or highway used primarily for fast or high volume traffic, including expressways, freeways, boulevards, and arterial streets as designated in the Comprehensive Development Plan.

**Street, Private Street** shall mean an open, unoccupied space, other than a street or alley dedicated to the public, but permanently established as the principal means of vehicular access to abutting properties. The term "private street" includes the term "place."

**Street, Side Street** shall mean that street bounding a corner or reversed corner lot and which extends in the same general direction as the line determining the depth of the lot.

**Street Centerline** shall mean the centerline of a street right-of-way as established by official surveys.

~~**Street Frontage** shall mean the distance for which a lot line of a zone lot adjoins a public street, from one lot line intersecting said street to the furthest distant lot line intersecting the same street. ———~~

**Street Frontage** shall mean the distance for which a lot, *tract or parcel* line of a zone lot adjoins and *is parallel to* a public *or approved private* street, from one lot line intersecting said street to the furthest distant lot line intersecting the same street. *Additionally each lot, tract or parcel shall provide access to*



ORDINANCE NO. 9797(Cont.)

*said street that will allow and provide access to the lot, tract or parcel for municipal services (eg. Fire, Emergency Medical Services and Utilities) and land-based vehicular ingress/egress. (Suggested minimum of 20 feet).*

**Street Hardware** shall mean man-made objects other than buildings that are part of the streetscape. Examples are: lamp posts, utility poles, traffic signs, benches, litter containers, planting containers, letter boxes, fire hydrants.

**Street Line** shall mean a dividing line between a lot, tract, or parcel of land and the contiguous street.

**Streetscape** shall mean the scene as may be observed along a public street or way composed of natural and man-made components, including buildings, paving, plantings, street hardware, and miscellaneous structures.

**Structure** shall mean anything constructed or built, any edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner, which requires location on the ground or is attached to something having a location on the ground, including swimming and wading pools and covered patios, signs and towers, excepting outdoor areas such as paved areas, walks, tennis courts, and similar recreation areas.

**Structure, Temporary** shall mean a structure without any foundation or footing and removed when the designated time period, activity, or use for which the temporary structure was erected has ceased.

**Structural, Alteration** shall mean any change in the support members of a building, such as in a bearing wall, column, beam or girder, floor or ceiling joists, roof rafters, roof diaphragms, foundations, piles, or retaining walls or similar components.

**Subdivision** shall mean the division of a lot, tract, or parcel of land into two (2) or more lots, sites, or other divisions of land for the purpose, whether immediate or future, of transfer of ownership or building development, provided that the smallest lot created by the division is less than ten (10) acres in size.

**Surface Waters** shall mean all waters within the jurisdiction of this state, including all streams, lakes, ponds, impounding reservoirs, marshes, wetlands, watercourses, waterways, springs, canal systems, drainage systems, and all other bodies or accumulations of water, natural or artificial, public or private, situated wholly or partly within or bordering upon the state.

**§36-22. Yard Requirements**

(A) Yard requirements shall be set forth under the Schedule of Lot, Yard, and Bulk Requirements for each zoning district. Front, side and rear yards shall be provided in accordance with the regulations hereinafter indicated and shall be unobstructed from the ground level to the sky, except as herein permitted.

(B) All accessory buildings that are attached to principal buildings (e.g., attached garages) shall comply with the yard requirements of the principal building, as otherwise specified. ~~Residential Garages with overhead doors facing the street shall provide a 25-foot setback between the garage door and the property line.~~

(C) Front Yard: There shall be a front yard setback as required herein, provided, that where fifty percent or more of the frontage on one street in any block is built up with buildings, no new building setback shall be less than either the required setback or the setback of any existing building which next exceeds the required setback, whichever is greater. This regulation shall not require a setback of more than 50 feet, and in blocks where the lots have a street frontage of 100 feet or more the regulation shall not require a setback of more than 30 feet.

(D) Side Yard: Any interior side yard may be reduced to zero; provided, that the opposite side yard meets the required interior side yard setback. Where the zero side yard setback is used, the abutting property must be held under the same ownership at the time of initial construction or the owners of the abutting property must be agreeable to the zero setback. A separation of not less than ten (10) feet shall be provided between adjacent structures on abutting sites where the zero side yard setback is utilized. This requirement shall not apply in an RD Zone or where the same interior property line is utilized for zero side yard construction on both properties.

For the purpose of upkeep and repair of structures located on an interior property line, a four (4) foot maintenance easement shall be recorded between the owner of the property containing said structure and the owner of the property upon which entry must take place in order to perform maintenance activities.

ORDINANCE NO. 9797(Cont.)

Such easement shall be an irrevocable covenant and shall run with the land. Proof of said recorded easement shall be submitted to the Building Department prior to issuance of a building permit.

**§36-96. Off-Street Parking Requirements**

(A) Purposes:

(1) It is the intent of this section that all buildings and uses shall provide off-street parking and loading facilities in a minimum amount as required herein to meet the needs of such buildings and uses on private property and under the same ownership as such buildings or uses. The accommodations may consist of lots, garages, or other buildings, and accessories; they may be surface facilities or facilities above or under the ground.

(2) It is the further intent of this section that all off-street parking and loading spaces and facilities shall be sited and built according to the requirements contained in this section, and shall require an application for and issuance of a building permit pursuant to §8-22.

(B) Application. Each building or use hereafter constructed, and each addition to or altered building or use shall be provided with off-street parking and loading spaces as required herein. Each off-street parking space or loading facility and space hereafter constructed, upon proper application and permit being granted shall be sited and constructed pursuant to the requirements of this section. No application for a building permit for such building, addition, alteration, or use shall be approved unless accompanied by a plot plan showing the location and amount of off-street parking and loading spaces as required herein for the existing or proposed building or use and including all such additions or alterations. No occupancy or use permit shall be issued unless the required parking and loading facilities shall have been provided in accordance with the approved plot plan. Requirements shall be applicable to all zones and districts but not to include the following business districts or tracts of land as identified below:

(1) *Central Business District* Beginning at the intersection of Sycamore Street and First Street; thence westerly on First Street to Pine Street; thence southerly on Pine Street to the southerly boundary of Courthouse Addition; thence westerly along the southerly boundary of Courthouse Addition to Locust Street; thence westerly on Division Street to Walnut Street; thence northerly on Walnut Street to the alley between Division Street and First Street; thence westerly on said alley to Cedar Street; thence northerly on Cedar Street to the alley between Second Street and Third Street; thence westerly on said alley to Elm Street; thence northerly on Elm Street to a point 40 feet north of the southerly right-of-way line of the Union Pacific Railroad; thence easterly parallel to and 40 feet from said right-of-way line to Walnut Street; thence northerly on Walnut Street to a point 100 feet north of the northerly right-of-way line of South Front Street; thence easterly parallel to and 100 feet from said right-of-way line to Kimball Avenue extended; thence southerly on Kimball Avenue extended and Kimball Avenue to the alley between Third Street and Second Street; thence southerly on Sycamore Street to the point of beginning.

(2) *Fourth Street Business District.* Beginning at the intersection of Eddy Street and the alley in the block between Fourth and Fifth Streets; thence easterly on the alley to the intersection of the alley with Sycamore Street; thence southerly on Sycamore Street to 100 feet south of the south right-of-way line of North Front Street; thence westerly on the aforesaid line to its intersection with Eddy Street; thence northerly on Eddy Street to the point of beginning.

(3) Tracts of land ten acres or more used for seasonal events (one event every three months) of not more than fourteen consecutive days in duration and a minimum of fourteen days between events.

(C) Area and Computation: An off-street parking space shall be of appropriate dimensions of not less than 180 square feet exclusive of access or maneuvering area, ramps, columns, etc., and shall have a vertical clearance of not less than seven feet. An off-street loading space shall be of appropriate dimensions of not less than 360 square feet exclusive of access or maneuvering area, ramps, columns, etc., and shall have a vertical clearance of not less than fourteen feet. When determination of the number of off-street parking or loading spaces required by this chapter results in a requirement of a fractional space, any fraction of one-half or less may be disregarded while a fraction in excess of one-half shall be counted as one parking space.

(D) Location: All off-street parking spaces shall be on the same lot as the building or within 300 feet of the lot. Permanent off-street parking spaces shall not be permitted within the required front yard setback, provided, however, that for a building containing three dwelling units or less, one space per unit may be placed within the front yard setback if such space is not directly in front of the building excluding garages

ORDINANCE NO. 9797(Cont.)

or carports. ~~Residential Garages with overhead doors facing the street shall provide a 25-foot setback between the garage door and the property line.~~

(E) Collective Facilities: Off-street parking facilities for separate or mixed buildings or uses may be provided collectively so long as the total number of spaces is not less than the sum of the separate required spaces, and provided further, that the requirement concerning location of such facility with respect to distance from the building or use served shall be complied with. In order to eliminate a multiplicity of entrances and exits and diminish traffic hazards to conserve space where space is at a premium and to promote orderly development generally, the city council is hereby authorized to plan and group parking facilities collectively for a number of businesses in a given area, and especially in the central business district, in such a manner as to obtain a maximum of efficiency and capacity in parking and traffic movement.

(F) Employee Parking: Parking spaces required on an employee basis shall be based on the maximum number of employees on duty on the premises at any one time.

(G) Design Standards. All off-street parking and loading facilities shall be designed with appropriate means of vehicular access to a street or alley and contain adequate and safe maneuvering areas. Detailed plans shall be submitted to the public works director for approval of all curb cuts or driveway openings before a permit may be obtained therefor. No signs shall be displayed except such signs as required for the orderly use of the facilities. All facilities shall be provided with a permanent type, dust-free surface meaning asphaltic cement concrete, Portland cement concrete, or paving brick.

All parking lots containing five or more parking spaces, which are within 30 feet of property occupied by a residential use in a Large Lot Residential Zoning District or of property within a Suburban Residential Zoning District, Low Density Residential Zoning District, Medium Density Residential Zoning District, High Density Residential Zoning District or Residential Development Zoning District, shall provide a sight-obscuring fence or screen not less than six feet nor more than eight feet in height along the boundary of the parking lot adjacent to such districts. No fence or screen shall be required between abutting parking lots or adjacent to an alley. The height of any fence or screen shall be subject to other restrictions provided by the City Code.

(H) Maintenance: The parking and loading facilities required by this section shall be provided and maintained so long as the use exists which the facilities are designed to serve. Reasonable precautions must be taken by the owners of particular uses to assure the use of the parking facilities only by the employees or the social or business visitors of the premises for which the facilities are provided. The facilities must be so designed and maintained as not to constitute a nuisance at any time and must not be used in such a manner as to constitute a hazard or unreasonable impediment to traffic.

(I) Reduction of Number of Spaces: Off-street parking or loading facilities shall not be reduced in total extent, after their provision required hereunder, except upon the approval of the Board of Adjustment, and then only after proof that the parking or loading spaces are no longer required by reason of a change in use of the premises of which the facilities are adjunct.

(J) Requirement for Uses Not Listed: For any use not listed, the Board of Adjustment shall determine the proper requirement by classifying the proposed use among the uses specified herein so as to assure equal treatment.

(K) Administration and Enforcement: The off-street parking and loading provisions of this section shall be administered by the zoning official and enforced by the chief building official, who shall also serve in advisory capacity to the city council on matters relative to any phase of such provisions.

(L) Penalty for Violation: The provisions of parking and loading facilities as required by this section shall be a continuing obligation of the owner or sponsor of a given building or use so long as the building or use is in existence and so long as parking and loading facilities are required hereunder in connection therewith, and it shall be unlawful to discontinue, change, or dispense with such facilities without establishing alternate facilities that meet the requirements herein. Penalty provisions applicable to this chapter as a whole shall apply to the violations of these provisions. In addition, at such time as the facilities required hereunder shall fail to continue to be available for the purpose, the building permit for the structures to which the facilities are adjunct and the use or occupancy permits issued for the premises shall be canceled and become null and void.

ORDINANCE NO. 9797(Cont.)

SECTION 2. Sections 36-08 (S), 36-22, and 36-96 as existing prior to this amendment, and any ordinances or parts of ordinances in conflict herewith, are repealed.

SECTION 3. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 4. That this ordinance shall be in force and take effect from and after its passage and publication in pamphlet form within 15 days according to law.

Enacted: October 27, 2020

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, October 27, 2020

Council Session - Updated

## Item F-6

**#9798 - Consideration of Amending Chapter 35, Section 35-30 to Include a Monthly Meter Charge for a 12-Inch Water Meter**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

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

**Meeting:** October 27, 2020

**Subject:** Ordinance #9798 - Amending Chapter 35, Section 35-30, to Include a Monthly Meter Charge for a 12-inch Water Meter

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

## Background

The water meter monthly fees, noted in Chapter 35, Section 35-30, of the Grand Island City Code, were last amended on November 22, 2016, by Ordinance No. 9613. At that time, the largest meter size in the City was 10-inch. With the recent addition of a 12-inch meter installed as part of Swift's expansion; it is necessary to amend the noted section of code to facilitate a meter charge for the new meter size.

## Discussion

The recommended charge for the new 12-inch meter size would be set at \$5,600.00 per month. This is based on the same weighted, achievable flow, rate methodology used in the 2016 calculation.

## 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 modifying Chapter 35, Section 25-30, to include a monthly fee of \$5,600.00, for a 12-inch water meter.

## **Sample Motion**

Move to approve modifying Chapter 35, Section 25-30, to include a monthly fee of \$5,600.00 for a 12-inch water meter.

ORDINANCE NO. 9798

An ordinance to amend Chapter 35 of Grand Island City Code ; to amend Section 35-30; to clarify and/or make general corrections to various code sections, to repeal any ordinance or parts of ordinances in conflict herewith; and to provide 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. Section 35-30 of the Grand Island City Code is hereby amended to read as follows:

§35-30. Schedule of Rates

SCHEDULE OF RATES WITHIN CITY

The rate to be charged for water furnished within the corporate limits of the City shall be as follows:

<b>Monthly Billings</b>	
<b>Cubic feet per month</b>	<b>Rate per 100 cubic feet</b>
First 500.....	\$0.800
Next 500.....	1.040
Next 500.....	1.352
Next 2,500.....	1.352
Next 6,000.....	0.800
Next 90,000.....	0.750
Next 100,000.....	0.700
Over 200,000.....	0.635

SCHEDULE OF RATES OUTSIDE CITY

The rate to be charged for water furnished outside and beyond the corporate limits of the City shall be as follows:

<b>Monthly Billings</b>	
<b>Cubic feet per month</b>	<b>Rate per 100 cubic feet</b>
First 500.....	\$0.800
Next 500.....	1.248
Next 500.....	1.622
Next 2,500.....	1.622
Next 6,000.....	0.960
Next 90,000.....	0.900

Approved as to Form	□ _____
October 26, 2020	□ City Attorney



ORDINANCE NO. 9798(Cont.)

Next 100,000.....	0.840
Over 200,000.....	0.762

\*Plus a customer charge of \$0.70 per month for unfunded federal mandates for the Clean Water Act and the City’s backflow program, in addition to the regular rates charged for water furnished to the customer.

In addition to consumption, a monthly fee would be charged according to the meter size supplying water to the property:

Meter Size	Monthly Fee
<= 1” .....	\$6.50
1 ½”.....	\$12.00
2”.....	\$28.50
3”.....	\$48.50
4”.....	\$66.00
6”.....	\$225.00
8”.....	\$1,250.00
10”.....	\$4,000.00
12”-----	\$5,600.00

SECTION 2. Any ordinance or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

Enacted: October 27, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, October 27, 2020

Council Session - Updated

## Item F-7

### **#9799 - Consideration of Approving Highway Allocation Fund Pledge Bonds**

Staff Contact: Jerry Janulewicz

# **Council Agenda Memo**

**From:** Patrick Brown, Finance Director

**Meeting:** October 27, 2020

**Subject:** Approval of the Ordinance Authorizing the Issuance of Highway Allocation Fund Pledge Bonds

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

## **Background**

The Old Potash Highway Roadway Improvement project is for improvement to Old Potash Highway, as well as intersecting roadways from North Road to Webb Road. The intersection between the various traffic features is complex, so an overall master plan was created to ensure that the individual projects will function together and address other safety issues in these areas. This plan includes widening and reconfiguring Old Potash Highway, signal and geometric improvements at each intersection, access management throughout the corridor, and improvements to the north and south of the Old Potash Highway corridor. Improvements are needed to allow the corridor to safely handle the ever increasing traffic in this area.

## **Discussion**

The 2020-2021 budget included provisions for the Old Potash Highway Roadway and North Road improvements. The project would be funded with cash and debt financing. The debt financing would be paid from Nebraska Highway Allocation Fund and the additional sales and use tax of one half of one percent (1/2%) that was approved at the November 2018 Statewide General Election. The bond in principal amount would not exceed \$15,000,000 and would be amortized over ten years.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the City Council adopt Ordinance #9799.

## **Sample Motion**

Move to approve Ordinance #9799.

**SOURCES AND USES OF FUNDS**

**CITY OF GRAND ISLAND, NEBRASKA  
HIGHWAY ALLOCATION FUND PLEDGE BONDS, SERIES 2020  
Assumes Non-BQ, 5-Year Call, 'Aa2' Rating, 2030 Final Maturity, Level Debt Service  
[ Preliminary -- for discussion only ]**

Dated Date 11/30/2020  
Delivery Date 11/30/2020

**Sources:**

Bond Proceeds:	
Par Amount	15,000,000.00
Premium	1,509,132.40
	16,509,132.40

**Uses:**

Project Fund Deposits:	
Project Fund	16,339,258.40
Cost of Issuance:	
Municipal Advisor	62,500.00
Costs of Issuance	22,500.00
Rating Fee (est'd)	23,000.00
Paying Agent	750.00
CUSIP	324.00
DTC	800.00
	109,874.00
Delivery Date Expenses:	
Underwriter's Discount	60,000.00
	16,509,132.40

**BOND PRICING**

**CITY OF GRAND ISLAND, NEBRASKA  
HIGHWAY ALLOCATION FUND PLEDGE BONDS, SERIES 2020  
Assumes Non-BQ, 5-Year Call, 'Aa2' Rating, 2030 Final Maturity, Level Debt Service  
[ Preliminary -- for discussion only ]**

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price
Serial Bonds:								
	11/15/2021	1,215,000	4.000%	0.410%	103.430			
	11/15/2022	1,320,000	4.000%	0.440%	106.933			
	11/15/2023	1,370,000	4.000%	0.470%	110.358			
	11/15/2024	1,425,000	4.000%	0.530%	113.574			
	11/15/2025	1,485,000	4.000%	0.590%	116.638			
	11/15/2026	1,540,000	3.000%	0.690%	111.240 C	1.049%	11/15/2025	100.000
	11/15/2027	1,590,000	3.000%	0.850%	110.416 C	1.422%	11/15/2025	100.000
	11/15/2028	1,635,000	3.000%	1.000%	109.651 C	1.698%	11/15/2025	100.000
	11/15/2029	1,685,000	3.000%	1.130%	108.992 C	1.903%	11/15/2025	100.000
	11/15/2030	1,735,000	3.000%	1.250%	108.387 C	2.064%	11/15/2025	100.000
		15,000,000						

Dated Date	11/30/2020	
Delivery Date	11/30/2020	
First Coupon	05/15/2021	
Par Amount	15,000,000.00	
Premium	1,509,132.40	
Production	16,509,132.40	110.060883%
Underwriter's Discount	-60,000.00	-0.400000%
Purchase Price	16,449,132.40	109.660883%
Accrued Interest		
Net Proceeds	16,449,132.40	

## BOND SUMMARY STATISTICS

**CITY OF GRAND ISLAND, NEBRASKA**  
**HIGHWAY ALLOCATION FUND PLEDGE BONDS, SERIES 2020**  
**Assumes Non-BQ, 5-Year Call, 'Aa2' Rating, 2030 Final Maturity, Level Debt Service**  
**[ Preliminary -- for discussion only ]**

Dated Date	11/30/2020
Delivery Date	11/30/2020
First Coupon	05/15/2021
Last Maturity	11/15/2030
Arbitrage Yield	0.830262%
True Interest Cost (TIC)	1.474287%
Net Interest Cost (NIC)	1.494652%
All-In TIC	1.601462%
Average Coupon	3.240727%
Average Life (years)	5.762
Weighted Average Maturity (years)	5.773
Duration of Issue (years)	5.316
Par Amount	15,000,000.00
Bond Proceeds	16,509,132.40
Total Interest	2,800,960.42
Net Interest	1,351,828.02
Bond Years from Dated Date	86,430,000.00
Bond Years from Delivery Date	86,430,000.00
Total Debt Service	17,800,960.42
Maximum Annual Debt Service	1,789,950.00
Average Annual Debt Service	1,787,544.14
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	4.000000
Total Underwriter's Discount	4.000000
Bid Price	109.660883

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Serial Bonds	15,000,000.00	110.061	3.241%	5.762	09/04/2026	6,352.75
	15,000,000.00			5.762		6,352.75

	TIC	All-In TIC	Arbitrage Yield
Par Value	15,000,000.00	15,000,000.00	15,000,000.00
+ Accrued Interest			
+ Premium (Discount)	1,509,132.40	1,509,132.40	1,509,132.40
- Underwriter's Discount	-60,000.00	-60,000.00	
- Cost of Issuance Expense		-109,874.00	
- Other Amounts			
Target Value	16,449,132.40	16,339,258.40	16,509,132.40
Target Date	11/30/2020	11/30/2020	11/30/2020
Yield	1.474287%	1.601462%	0.830262%

**CALL PROVISIONS**

**CITY OF GRAND ISLAND, NEBRASKA  
HIGHWAY ALLOCATION FUND PLEDGE BONDS, SERIES 2020  
Assumes Non-BQ, 5-Year Call, 'Aa2' Rating, 2030 Final Maturity, Level Debt Service  
[ Preliminary -- for discussion only ]**

**Call Table: CALL**

<u>Call Date</u>	<u>Call Price</u>
11/15/2025	100.00



**CALL PROVISIONS**

**CITY OF GRAND ISLAND, NEBRASKA  
HIGHWAY ALLOCATION FUND PLEDGE BONDS, SERIES 2020  
Assumes Non-BQ, 5-Year Call, 'Aa2' Rating, 2030 Final Maturity, Level Debt Service  
[ Preliminary -- for discussion only ]**

**Call Table: CALL**

<u>Call Date</u>	<u>Call Price</u>
11/15/2025	100.00

## BOND DEBT SERVICE

**CITY OF GRAND ISLAND, NEBRASKA**  
**HIGHWAY ALLOCATION FUND PLEDGE BONDS, SERIES 2020**  
**Assumes Non-BQ, 5-Year Call, 'Aa2' Rating, 2030 Final Maturity, Level Debt Service**  
**[ Preliminary -- for discussion only ]**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/15/2021			237,485.42	237,485.42	
09/30/2021					237,485.42
11/15/2021	1,215,000	4.000%	259,075.00	1,474,075.00	
05/15/2022			234,775.00	234,775.00	
09/30/2022					1,708,850.00
11/15/2022	1,320,000	4.000%	234,775.00	1,554,775.00	
05/15/2023			208,375.00	208,375.00	
09/30/2023					1,763,150.00
11/15/2023	1,370,000	4.000%	208,375.00	1,578,375.00	
05/15/2024			180,975.00	180,975.00	
09/30/2024					1,759,350.00
11/15/2024	1,425,000	4.000%	180,975.00	1,605,975.00	
05/15/2025			152,475.00	152,475.00	
09/30/2025					1,758,450.00
11/15/2025	1,485,000	4.000%	152,475.00	1,637,475.00	
05/15/2026			122,775.00	122,775.00	
09/30/2026					1,760,250.00
11/15/2026	1,540,000	3.000%	122,775.00	1,662,775.00	
05/15/2027			99,675.00	99,675.00	
09/30/2027					1,762,450.00
11/15/2027	1,590,000	3.000%	99,675.00	1,689,675.00	
05/15/2028			75,825.00	75,825.00	
09/30/2028					1,765,500.00
11/15/2028	1,635,000	3.000%	75,825.00	1,710,825.00	
05/15/2029			51,300.00	51,300.00	
09/30/2029					1,762,125.00
11/15/2029	1,685,000	3.000%	51,300.00	1,736,300.00	
05/15/2030			26,025.00	26,025.00	
09/30/2030					1,762,325.00
11/15/2030	1,735,000	3.000%	26,025.00	1,761,025.00	
09/30/2031					1,761,025.00
	15,000,000		2,800,960.42	17,800,960.42	17,800,960.42

**ORDINANCE NO. 9799**

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF HIGHWAY ALLOCATION FUND PLEDGE BONDS OF THE CITY OF GRAND ISLAND, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED FIFTEEN MILLION DOLLARS (\$15,000,000) FOR THE PURPOSE OF PAYING THE COSTS OF CERTAIN STREET IMPROVEMENTS AND RELATED IMPROVEMENTS WITHIN THE CITY OF GRAND ISLAND, NEBRASKA; PRESCRIBING THE FORM OF SUCH BONDS TO BE ISSUED AND AUTHORIZING OFFICERS OF THE CITY TO APPROVE CERTAIN FINAL TERMS OF THE BONDS; PLEDGING SALES TAX RECEIPTS AND FUNDS TO BE RECEIVED BY THE CITY FROM THE STATE OF NEBRASKA HIGHWAY ALLOCATION FUND FOR THE PAYMENT OF SAID BONDS; PROVIDING FOR THE LEVY OF TAXES TO PAY THE INTEREST ON AND PRINCIPAL OF SUCH BONDS IF NECESSARY; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND RELATED MATTERS**

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

**Section 1.** The Mayor and Council (the “**Council**”) of the City of Grand Island, Nebraska (the “**City**”) hereby find and determine as follows:

(a) The City requires the construction of certain streets and other appurtenant related improvements within the City (collectively, the “**Project**”); that the City has more costs with respect to the Project than the amount of bonds authorized under this ordinance; and, that it is necessary and advisable for the City to provide financing for the Project by the issuance of bonds as further described herein.

(b) The City authorized an additional sales and use tax of one half of one percent (1/2%) at the November 2018 Statewide General Election to be used for public highways, municipal streets, bridges, and sidewalks, and other improvements and equipment for the City, (the “**Additional Sales Tax**”) with such Additional Sales Tax to terminate not more than ten years after the effective date of the Additional Sales Tax or payment in full of bonds for which such Additional Sales Tax is pledged for payment, whichever is later; and the City expects to use the Additional Sales Tax to pay principal of and interest on the bonds authorized by this Ordinance, and pledge the Additional Sales Tax for payment of such bonds. Further, the City’s receipts from the Nebraska Highway Allocation Fund for the audited fiscal year ending September 30, 2019 are expected to total \$5,559,887; that the City currently has no outstanding indebtedness issued pursuant to Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended (or any predecessor statute thereto); that based upon the City’s current receipts from the Additional Sales Tax and the Nebraska Highway Allocation Fund, the City anticipates that future receipts will be sufficient to pay debt service on the bonds issued under this Ordinance as and when the same fall due.

(c) All conditions, acts and things required by law to exist or to be done precedent to the issuance of bonds of the City (the “**Bonds**”) in the principal amount of not to exceed \$15,000,000 pursuant to Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended, and to pledge the funds specified in Sections 66-4,101, and the Additional Sales Tax for payment of principal of and interest on the Bonds do exist and have been done as required by law.

ORDINANCE NO. 9799 (Cont.)

**Section 2.** (a) To provide funds for the purpose of paying a portion of the costs of the Project, as set out in **Section 1** hereof, there shall be and there are hereby ordered issued the Bonds, in one or more series, in the aggregate stated principal amount of not to exceed \$15,000,000. The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with an underwriter who shall be determined by an Authorized Officer (described herein), as initial purchaser (the “**Underwriter**”). In connection with such sale, the Mayor, City Administrator or Finance Director (each, an “**Authorized Officer**”) are hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a “**Designation**”), (i) the aggregate purchase price of the Bonds (including any original issue discount or premium) and the underwriting discount which shall not exceed 0.40% of the aggregate stated principal amount thereof, (ii) the form and contents of any bond purchase agreement in connection with such sale, (iii) the title (including series designation), dated date, aggregate principal amount (including the aggregate principal amounts of serial Bonds and term Bonds, if any), which aggregate stated principal amount shall not exceed \$15,000,000, and the final maturity date, which shall not be later than December 15, 2031, (iv) the principal amounts maturing in each year, (v) the rate or rates of interest to be borne by each principal maturity of the Bonds, provided that the true interest cost of the Bonds shall not exceed 3.00%, (vi) the principal payment dates and interest payment dates, (vii) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption, (viii) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (ix) the designation of the Bond Registrar and Paying Agent (defined herein) and the form and content of any agreement between the City and such entity and (x) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

**Section 3.** Interest on the Bonds at the respective rates for each maturity is payable semiannually on dates to be determined in the Designation (each of such dates an “**Interest Payment Date**”) from the Date of Original Issue or the most recent Interest Payment Date, whichever is later, until maturity or earlier redemption by check or draft mailed by the Registrar or its successor on such Interest Payment Date to the registered owner of each Bond at such registered owner’s address as it appears on the Bond Register maintained by the Registrar or its successor at the close of business on the fifteenth day preceding such Interest Payment Date (the “**Record Date**”) subject to the provisions of the following paragraph. The principal on the Bonds and the interest due at maturity or upon redemption prior to maturity is payable in lawful money of the United States of America to the registered owners thereof upon presentation and surrender of such Bonds to the Registrar.

In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Registrar whenever moneys for the purpose of paying such defaulted interest become available.

If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the office of the Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

**Section 4.** Bonds shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and Clerk and shall have the City Seal impressed or imprinted on each Bond. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds and shall cease to be such

ORDINANCE NO. 9799 (Cont.)

officer before the delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Ordinance unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate or authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Ordinance.

**Section 5.** The Bonds shall be in substantially the following form:

**UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
COUNTY OF HALL  
CITY OF GRAND ISLAND  
HIGHWAY ALLOCATION FUND PLEDGE BOND, SERIES 2020**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Issue</u>	<u>CUSIP Number</u>
	_____, 20__	_____, 2020	

**REGISTERED OWNER: CEDE & CO.**

**PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS**

The **CITY OF GRAND ISLAND, NEBRASKA** (the “**City**”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner specified above or registered assigns, the Principal Amount stated above in lawful money of the United States of America on the Maturity Date specified above, with interest thereon, calculated on the basis of a 360-day year consisting of twelve 30-day months, from Date of Issue stated above at the Interest Rate per annum specified above, payable semiannually on \_\_\_\_\_ and \_\_\_\_\_ of each year, beginning \_\_\_\_\_, 20\_\_ (each of such dates an “**Interest Payment Date**”) until maturity or earlier redemption.

The Principal Amount and the interest due at maturity or upon redemption prior to maturity is payable to the Registered Owner hereof in lawful money of the United States of America without deduction for services as paying agent at the office of the Bond Registrar and Paying Agent, \_\_\_\_\_ (the “**Registrar**”), upon presentation and surrender of this bond. Interest on this bond due prior to maturity or earlier redemption shall be paid by check or draft mailed by the Registrar on the date such interest is due and payable to the Registered Owner at such Registered Owner’s address as it appears on the registration books of the Registrar as of the close of business on the fifteenth day preceding an Interest Payment Date (the “**Record Date**”). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the Registered Owner of this bond (or of one or more predecessor bonds hereto) on such special Record Date for payment of such defaulted interest as shall be fixed by the Registrar whenever money for such purpose become available. For the prompt payment of this bond, both principal and interest at the time the same becomes due, the full faith, credit, resources and taxing powers of the City are hereby pledged.

The bonds of the series of which this bond is one maturing on and after \_\_\_\_\_, 20\_\_ are subject to redemption at the option of the City prior to the stated maturities thereof at any time on and after the \_\_\_\_\_ anniversary of the Date of Issue, as a whole, or in part from time to time in such principal

ORDINANCE NO. 9799 (Cont.)

amounts and from such maturity or maturities as the City, in its sole and absolute discretion, shall determine, and in the event that less than all the bonds of a maturity are to be called for redemption, the particular bonds of such maturity to be redeemed shall be selected by lot at the redemption price of the principal amount thereof, together with the interest accrued on such principal amount to the date fixed for redemption.

Bonds shall be redeemed in whole multiples of \$5,000 and if any bond be in a denomination in excess of \$5,000, portions of the principal amount thereof in installments of \$5,000 or any multiples thereof may be redeemed, and if less than all of the principal thereof is to be redeemed, in such case upon the surrender of such bond there shall be issued to the registered owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, registered bonds of like series, maturity and interest rates in any of the authorized denominations provided by the Ordinance (hereinafter defined).

Notice of redemption of this bond shall be given to the Registered Owner hereof by first-class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption, all as more particularly set forth in the Ordinance (hereinafter defined). Notice of redemption having been given as provided in the Ordinance (hereinafter defined), or notice of redemption having been waived, and funds for the payment thereof having been deposited with the Registrar, this bond shall cease to bear interest from and after the date fixed for redemption.

This bond is one of a series of bonds numbered from 1 upwards, in order of their issuance, being in the denomination of \$5,000 and integral multiples thereof, of the total principal amount of \_\_\_\_\_ Thousand Dollars (\$ \_\_\_\_\_) all of like date and tenor except as to denomination, date of maturity, rate of interest and priority of redemption which have been issued by the City for the purpose of paying the costs of certain street improvements and related improvements in the City, pursuant to Section 66-4,101, and 77-27,142, Reissue Revised Statutes of Nebraska, as amended. This bond and the series of which it is one, are issued under the authority of and in compliance with the laws of the State of Nebraska governing the City, and pursuant to Ordinance No. \_\_\_\_\_ of the City (the “**Ordinance**”) duly enacted and by proceedings duly had by the Mayor and Council.

This bond is transferable by the Registered Owner hereof in person or by such Registered Owner’s attorney duly authorized in writing, at the principal office of the Registrar but only in the manner and subject to the limitations and conditions provided in the Ordinance and upon presentation and surrender hereof to the Registrar for cancellation. Upon any such registration of transfer, the City shall execute and the Registrar shall authenticate and deliver in exchange for this bond, a new registered bond or bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the principal amount of this bond, of the same series and maturity and bearing interest at the same rate. The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes.

If the date for payment of the principal of or interest on this bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the office of the Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

**IT IS HEREBY CERTIFIED AND WARRANTED** that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as required by law. For the prompt payment of the principal and interest on this bond and the other bonds of the same issue, the City has pledged (a) the

ORDINANCE NO. 9799 (Cont.)

additional on half of one percent sales and use tax of the City approved at the November 2018 Statewide General Election, and (b) funds received and to be received from the Highway Allocation Fund of the State of Nebraska, with receipts from such sales and use tax and such fund to be allocated by the City to payment of principal and interest as the same fall due. In addition, the City hereby covenants and agrees that it shall levy ad valorem taxes upon all the taxable property in the City at such rate or rates, within applicable statutory and constitutional limitations, as will provide funds which together with receipts from the Highway Allocation Fund, as pledged to the payment of such principal and interest and any other money made available and used for such purpose, will be sufficient to make payment of the principal of and interest on this Bond and the other Bonds of the same issue as the same fall due.

This bond shall not be valid or become obligatory for any purpose until it shall have been authenticated by the execution by the Registrar of the Certificate of Authentication endorsed hereon.

**IN WITNESS WHEREOF**, the Mayor and Council have caused this bond to be executed on behalf of the City by the manual or facsimile signatures of its Mayor and Clerk and have caused the City Seal to be impressed or imprinted hereon, all as of the Date of Issue set forth above.

**CITY OF GRAND ISLAND, NEBRASKA**

ATTEST:

By: \_\_\_\_\_ (Facsimile Signature)  
Mayor

By: \_\_\_\_\_ (Facsimile Signature)  
Clerk

[S E A L]

**BOND REGISTRAR AND PAYING AGENT'S  
CERTIFICATE OF AUTHENTICATION**

This Bond is one of the series of bonds described in the within-mentioned Ordinance.

\_\_\_\_\_, Bond  
Registrar and Paying Agent

By: \_\_\_\_\_

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

---

Print or Type Name, Address and Social Security Number  
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ agent to transfer the within Bond on the Bond Register kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

---

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:



**Section 6.** Each of the Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and Clerk. The Bonds shall be issued initially as “book-entry-only” bonds using the services of The Depository Trust Company (the “**Depository**”), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a letter of understanding and representation (the “**Representation Letter**”) in the form required by the Depository, for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as “book-entry-only” bonds, the following provisions shall apply:

(a) The City and the Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a “**Bond Participant**”) or to any person who is an actual purchaser of a Bond from the Bond Participant while the Bonds are in book-entry form (each, a “**Beneficial Owner**”) with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds. The Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond.

(b) Upon receipt by the Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the City and the Registrar to do so, the City and the Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the Bond Participants and/or Beneficial Owners of the Bonds and so notifies the Registrar in writing, the Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of certificates representing the Bonds. In such event, the City and the Registrar shall issue, transfer or exchange certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Representation Letter.

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(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Registrar, and the Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any persons, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this **Section**.

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of **Section 3(d)** of this Ordinance, the books and records of the Registrar shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced, the City shall immediately provide a supply of printed bond certificates for issuance upon the transfers from the Depository and subsequent transfer or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Registrar for issuance of replacement Bonds upon transfer or partial redemption, the City agrees to order printed an additional supply of certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting Mayor and Clerk. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Registrar for issuance upon transfer), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. The Bonds shall not be valid and binding on the City until authenticated by the Registrar. The Bonds shall be delivered to the Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to the Underwriter, the initial purchaser thereof, upon receipt of the full purchase price of the Bonds as set forth in the Purchase Agreement hereinafter approved. Such initial purchaser shall have the right to direct the registration of the Bonds and the denomination thereof within each maturity, subject to the restrictions of this Ordinance.

**Section 7.** The Authorized Officers, or any one or more of them, are hereby authorized to appoint a Bond Registrar and Paying Agent (the “**Registrar**”) for the Bonds, which Registrar may be a bank or trust company, or the City Treasurer. The Registrar shall keep the books for the registration and transfer of Bonds at its office. If the Registrar is a bank or trust company, the Registrar shall serve in such capacities under the terms of an agreement entitled “**Paying Agent and Registrar’s Agreement**” between the City and the Registrar, the form of which shall be approved by an Authorized Officer. The Mayor and Clerk are hereby authorized to execute said agreement. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. The transfer of any Bond may be registered upon the books kept for the registration and registration of transfer of Bonds upon presentation and surrender thereof to the Registrar together with an assignment duly executed by the registered owner or such registered owner’s attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon any such registration of transfer, the City shall execute and the Registrar shall authenticate and deliver in exchange for such Bond, a new Bond or Bonds of any denomination or denominations authorized by this Ordinance of the same series and maturity and in the same aggregate principal amount and bearing interest at the same rate. Bonds may be exchanged at the principal office of the Registrar for a like aggregate principal amount of Bonds and the City shall execute and the Registrar shall authenticate and deliver Bonds which the owner making the exchange is entitled to receive, numbered consecutively beginning after the last number then outstanding and of the same maturity and bearing interest at the same rate as the Bonds surrendered for exchange. The Registrar may impose a charge sufficient to defray all costs and expenses

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incident to registrations of transfer and exchanges. In each case the Registrar shall require the payment by the owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

The City and the Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption. The Registrar shall also be responsible for making the payments of principal and interest as the same fall due upon the Bonds from funds provided by the City for such purpose. Payments of interest due upon the Bonds prior to maturity or redemption shall be made by the Registrar by mailing a check in the amount due for such interest on each interest payment date to the registered owner of each Bond as of the close of business on the fifteenth day immediately preceding each interest payment date, addressed to such owner's registered address as shown on the books of registration as required to be maintained under this **Section 7**. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with any accrued interest then due, shall be made by the Registrar upon presentation and surrender of such Bond at the office of the Registrar. The City and the Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for purposes of making payment thereon and for all other purposes. All payments on account of interest or principal made to the registered owner of any Bond shall be valid and effectual and shall be a discharge of the City and the Registrar in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

**Section 8.** The net sale proceeds of the Bonds, along with any necessary funds of the City on hand, shall be applied to pay or reimburse costs of the Project. Accrued interest received from the sale of the Bonds, if any, shall be applied to pay interest first falling due on the Bonds. Expenses of issuance of the Bonds may be paid from the proceeds of the Bonds.

**Section 9.** After the Bonds are executed by the City they shall be delivered to the Registrar for authentication and registration as to ownership, and in the denominations designated in writing by the initial purchaser thereof hereinafter identified. After execution, authentication and registration of the Bonds, the City Treasurer is authorized and directed to deliver them to the Underwriter upon receipt of the purchase price of the Bonds as set forth in the Purchase Agreement described herein.

**Section 10.** For the prompt payment of the Bonds, both principal and interest as the same fall due, the City hereby pledges (a) the Additional Sales Tax, and (b) all receipts now or hereafter received by the City from the State of Nebraska Highway Allocation Fund (the "**Fund**"), as described and referred to in Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended. Provided, however, that such pledge of the Additional Sales Tax and the Fund shall not prevent the City from otherwise applying receipts from the Additional Sales Tax or the Fund in any year so long as sufficient receipts from the Additional Sales Tax, the Fund, or other available sources have been set aside for the payment of principal and interest falling due in such year on the Bonds. In addition, the City further reserves the right to issue additional bonds pursuant to Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended, payable on a parity with the Bonds and equally and ratably secured by a pledge of receipts from the Fund, and that the pledge of the Fund hereunder shall be deemed independent and separate from the pledge of the Additional Sales Tax with respect to any such issuance of such parity bonds. The City hereby further agrees that it shall levy ad valorem taxes upon all the taxable property in the City at such rate or rates within any applicable statutory and constitutional limitations as will provide funds which, together with receipts from the Fund, as pledged to the payment of the Bonds, and any other monies made available and used for such purpose from the Additional Sales Tax and other sources, will be sufficient to pay the principal of and interest on the Bonds as the same fall due (including mandatory sinking fund redemptions).

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The City hereby further reserves the right to issue additional bonds payable from and secured by a pledge of receipts from the Additional Sales Tax for any lawful purpose.

**Section 11.** The Clerk shall make and certify one or more complete transcripts of the proceedings had and done by the City precedent to the issuance of said Bonds, a copy of which transcript shall be delivered to the initial purchaser of the Bonds. After being executed by the Mayor and Clerk, said Bonds shall be delivered to the Underwriter.

**Section 12.** The City hereby covenants and agrees that it will make no use of the proceeds of the Bonds which would cause the Bonds to be arbitrage bonds within the meaning of Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the “**Code**”) and further covenants to comply with said Sections 103(b)(2) and 148 and all applicable regulations thereunder throughout the term of said issue, including all requirements with respect to payment and reporting of rebates, if applicable. The City hereby covenants to take all action necessary to preserve the tax-exempt status of the interest on the Bonds for federal income tax purposes under the Code with respect to taxpayers generally. The City further agrees that it will not take any actions which would cause the Bonds to constitute “private activity bonds” within the meaning of Section 141 of the Code. The Authorized Officers, or each individually, are hereby authorized to make, or cause to be made, any and all certifications deemed necessary in connection with the issuance of the Bonds.

**Section 13.** The Authorized Officers of the City (or any one of them) are hereby authorized to execute a bond purchase agreement (the “**Purchase Agreement**”) for the sale of the Bonds to the Underwriter, in a form approved by such Authorized Officer(s). Sale of the Bonds to the Underwriter pursuant to the Purchase Agreement is hereby in all respects authorized, adopted, specified, accepted, ratified, approved, and confirmed.

**Section 14.** The City hereby (1) authorizes and directs that an Authorized Officer execute and deliver, as of date of issue of the Bonds, a Continuing Disclosure Undertaking (the “**Undertaking**”) in such form as shall be satisfactory to bond counsel for the City, and (2) covenants and agrees that it will comply with and carry out all of the provisions of the Undertaking. Notwithstanding any other provision of this Ordinance, failure of the City to comply with the Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Undertaking) or any Beneficial Owner or any other owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section. For purposes of this section, “**Beneficial Owner**” means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

**Section 15.** The Authorized Officers or any one or more of them is authorized to approve, deem final and deliver a Preliminary Official Statement and a final Official Statement for and on behalf of the City, all in accordance with the requirements of Reg. Sec. 240.15c2-12 of the Securities and Exchange Commission.

**Section 16.** The City’s obligation under this Ordinance shall be fully discharged and satisfied as to the Bonds authorized and issued hereunder, and said Bonds shall no longer be deemed outstanding hereunder when payment of the principal of such Bonds plus interest thereon to the date of maturity or redemption thereof (a) shall have been made or caused to be made in accordance with the terms thereof; or (b) shall have been provided by depositing with the Registrar or in escrow with a national or state bank having trust powers, in trust solely for such payment (i) sufficient moneys to make such payment or (ii) direct general obligations of, or obligations the principal and interest of which are unconditionally

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guaranteed by, the United States of America or obligations of an agency of the United States of America (herein referred to as “**Government Obligations**”), in such amount and maturing as to principal and interest at such times, as will insure the availability of sufficient moneys to make such payment, and such Bonds shall cease to draw interest from the date of their redemption or maturity and, except for the purposes of such payment, shall no longer be entitled to the benefits of this Ordinance; provided that, with respect to any Bonds called or to be called for redemption prior to the stated maturity thereof, notice of redemption shall have been duly given. If moneys shall have been deposited in accordance with the terms hereof with the Registrar as escrow agent in trust for that purpose sufficient to pay the principal of such Bonds, together with all interest due thereon to the due date thereof or to the date fixed for the redemption thereof, as the case may be, all liability of the City for such payment shall forthwith cease, determine and be completely discharged, and such Bonds shall no longer be considered outstanding.

**Section 17.** Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Council hereby (a) authorizes and directs the Authorized Officers, the City Clerk, the City Attorney and all other officers, officials, employees and agents of the City to carry out or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any of them, in consultation with bond counsel, the initial purchaser of the bonds and its counsel, shall consider necessary, advisable, desirable or appropriate in connection with this Ordinance and issuance, sale and delivery of the Bonds, including without limitation and whenever appropriate the execution and delivery thereof and of all other related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the Mayor the right, power and authority to exercise his own independent judgment and absolute discretion in (i) determining and finalizing the terms, provisions, form and contents of any official statement utilized in offering the Bonds for sale to the public, (ii) determining and finalizing all other terms and provisions to be carried by the Bonds not specifically set forth in this Ordinance, and (iii) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Bonds. The execution and delivery by the Mayor or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Ordinance, shall constitute conclusive evidence of both the City’s and their approval of the terms, provisions and contents thereof and all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the City and the authorization, approval and ratification by the City of the documents, instruments, certifications and opinions so executed and the actions so taken.

**Section 18.** If any one or more of the provisions of this Ordinance should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds and the owners of the Bonds shall retain all the rights and benefits accorded to them under this Ordinance and under any applicable provisions of law. All ordinances, resolutions or orders, or parts thereof in conflict with the provisions of this Ordinance are to be extent of such conflict hereby repealed.

**Section 19.** This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as provided by law.

*[Remainder of Page Intentionally Left Blank]*

ORDINANCE NO. 9799 (Cont.)

**PASSED AND APPROVED:** October 27, 2020.

**CITY OF GRAND ISLAND, NEBRASKA**

ATTEST:

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Mayor

[ S E A L ]



# City of Grand Island

Tuesday, October 27, 2020

Council Session - Updated

## Item F-8

### **#9800 - Consideration of Approving Combined Utilities Revenue Refunding Bonds**

Staff Contact: Jerry Janulewicz

# Council Agenda Memo

**From:** Patrick Brown, Finance Director  
**Meeting:** October 27, 2020  
**Subject:** Consideration of Refinancing Various Bonds & Loans  
**Presenter(s):** Patrick Brown, Finance Director

## Background

On July 29, 2020 City Council approved City Administration to explore refinancing of City bonds due to the current favorable bond market. The City currently has one (1) Sewer Bond, one (1) Water Bond, two (2) Electric bonds in place, and four (4) Nebraska Department of Environment and Energy (NDEE) loans. The City's Financial Advisor, Blaine Spady of Municipal Capital Advisors, and city staff issued an RFQ for underwriting services on August 24, 2020. The City received six responses and selected Cody Wickham of DA Davidson & Co. for the City's underwriting services. The City uses Mike Rogers from Gilmore and Bell for bond counsel.

## Discussion

Each of the City's above mentioned bonds and loans were individually placed throughout the years. City Administration along with the city advisors and bond counsel discussed the benefits of combining all of the bonds and loans into one bond. In selling one large bond as compared to several small bonds, the city could realize increased savings.

The four NDEE loans would be listed as Combined Utility Revenue Refunding Bonds, Series 2020A. The Series 2020A would have a 10-Year Call, no Debt Service Reserve Fund, level debt service, and a 2039 final maturity.

The City's four NDEE Loans are as follows:

<b>Loan #</b>	<b>Project</b>	<b>Balance</b>
C317876	Highway 281/Wildwood Sub	\$5,068,877.79
C317981	North Interceptor	\$19,493,655.63
C317984	Lift Station No. 20	\$1,619,554.38
C317990	Lift Station No. 11	\$6,332,129.58
<b>Totals</b>		<b>\$32,514,217.38</b>



The City's four bonds are as follows:

<b>Bond</b>	<b>Project</b>	<b>Par Amount</b>
2012 Electric Bond	Refunding of 2001 Bonds	\$3,980,000.00
2013 Electric Bond	Mercury & Air Toxic Standards requirement.	\$27,455,000.00
2017 Water Bond	Elevated Water Storage Tank	\$6,535,000.00
2013 Sewer Bond	Refunding and Various Sewer projects	\$28,775,000.00
<b>Total</b>		<b>\$66,745,000.00</b>

City Administration is proposing to defease the Series 2012 Electric Bonds, and do a full advanced refunding of the remaining bonds. These bonds would be listed as Combined Utility Revenue Refunding Bonds, Taxable Series 2020B.

The issuance of the Combined Utility Revenue Refunding Bonds is not to exceed \$105,000,000. A conservative estimated net present value of savings for the Combined Utility Revenue Refunding Bond is \$6,517,091.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the City Council approve the Issuance of Combined Utility Revenue Refunding Bond Series 2020A and Series 2020B, in the principal amount not to exceed \$105,000,000.

### **Sample Motion**

Move to approve the Issuance of Combined Utility Revenue Refunding Bond Series 2020A and Series 2020B, in the principal amount not to exceed \$105,000,000.

**SOURCES AND USES OF FUNDS**

**CITY OF GRAND ISLAND, NEBRASKA  
COMBINED UTILITY REVENUE REFUNDING BONDS, SERIES 2020A  
Current Refunding of NDEE Loans  
Non-BQ, Assumes Aa3 Rating  
10-Year Call, No DSRF, 2039 Final Maturity, Level Debt Service  
[ Preliminary -- for discussion only ]**

Dated Date 11/13/2020  
Delivery Date 11/13/2020

**Sources:**

<b>Bond Proceeds:</b>	
Par Amount	29,690,000.00
Net Premium	2,322,512.45
	<u>32,012,512.45</u>
<b>Other Sources of Funds:</b>	
P&I Principal due 12/15/20	1,223,284.50
	<u>33,235,796.95</u>

**Uses:**

<b>Refunding Escrow Deposits:</b>	
Cash Deposit	0.88
Securities Purchases	32,943,290.00
	<u>32,943,290.88</u>
<b>Cost of Issuance:</b>	
Municipal Advisor	89,070.00
Costs of Issuance	44,535.00
Rating Fee (est'd, pro-rated 30%)	17,250.00
Paying Agent	750.00
Escrow Verification	2,000.00
CUSIP	989.00
DTC	800.00
	<u>155,394.00</u>
<b>Delivery Date Expenses:</b>	
Underwriter's Discount	133,605.00
<b>Other Uses of Funds:</b>	
Rounding Amount	3,507.07
	<u>33,235,796.95</u>

**SUMMARY OF REFUNDING RESULTS**

**CITY OF GRAND ISLAND, NEBRASKA  
COMBINED UTILITY REVENUE REFUNDING BONDS, SERIES 2020A  
Current Refunding of NDEE Loans  
Non-BQ, Assumes Aa3 Rating  
10-Year Call, No DSRF, 2039 Final Maturity, Level Debt Service  
[ Preliminary -- for discussion only ]**

Dated Date	11/13/2020
Delivery Date	11/13/2020
Arbitrage yield	1.811403%
Escrow yield	0.070196%
Value of Negative Arbitrage	91,849.68
Bond Par Amount	29,690,000.00
True Interest Cost	1.872251%
Net Interest Cost	1.892779%
All-In TIC	1.924395%
Average Coupon	2.599700%
Average Life	11.066
Weighted Average Maturity	10.737
Par amount of refunded bonds	32,514,217.38
Average coupon of refunded bonds	2.321877%
Average life of refunded bonds	8.802
Remaining weighted average maturity of refunded bonds	8.802
PV of prior debt to 11/13/2020 @ 1.811403%	34,137,182.76
Net PV Savings	855,821.73
Percentage savings of refunded bonds	2.632146%

**SAVINGS**

**CITY OF GRAND ISLAND, NEBRASKA**

**COMBINED UTILITY REVENUE REFUNDING BONDS, SERIES 2020A**

**Current Refunding of NDEE Loans**

**Non-BQ, Assumes Aa3 Rating**

**10-Year Call, No DSRF, 2039 Final Maturity, Level Debt Service**

**[ Preliminary -- for discussion only ]**

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Refunding Receipts	Refunding Net Cash Flow	Savings	Annual Savings	Present Value to 11/13/2020 @ 1.8114025%
11/13/2020		1,223,284.50	-1,223,284.50		3,507.07	-3,507.07	-1,219,777.43		-1,219,777.43
12/15/2020	1,223,284.50		1,223,284.50				1,223,284.50		1,221,325.28
06/15/2021	1,219,056.22		1,219,056.22	526,231.11		526,231.11	692,825.11		685,506.83
09/30/2021								696,332.18	
12/15/2021	1,214,799.95		1,214,799.95	1,486,800.00		1,486,800.00	-272,000.05		-266,711.32
06/15/2022	1,210,515.51		1,210,515.51	426,000.00		426,000.00	784,515.51		762,356.83
09/30/2022								512,515.46	
12/15/2022	1,206,202.71		1,206,202.71	1,586,000.00		1,586,000.00	-379,797.29		-365,757.23
06/15/2023	1,201,861.35		1,201,861.35	402,800.00		402,800.00	799,061.35		762,615.23
09/30/2023								419,264.06	
12/15/2023	1,197,491.26		1,197,491.26	1,607,800.00		1,607,800.00	-410,308.74		-388,079.24
06/15/2024	1,193,092.25		1,193,092.25	378,700.00		378,700.00	814,392.25		763,356.79
09/30/2024								404,083.51	
12/15/2024	1,188,664.11		1,188,664.11	1,633,700.00		1,633,700.00	-445,035.89		-413,402.66
06/15/2025	1,184,206.65		1,184,206.65	353,600.00		353,600.00	830,606.65		764,641.62
09/30/2025								385,570.76	
12/15/2025	1,179,719.67		1,179,719.67	1,658,600.00		1,658,600.00	-478,880.33		-436,891.73
06/15/2026	1,175,202.98		1,175,202.98	327,500.00		327,500.00	847,702.98		766,434.12
09/30/2026								368,822.65	
12/15/2026	1,170,656.39		1,170,656.39	1,682,500.00		1,682,500.00	-511,843.61		-458,619.70
06/15/2027	1,166,079.70		1,166,079.70	300,400.00		300,400.00	865,679.70		768,700.11
09/30/2027								353,836.09	
12/15/2027	1,161,472.70		1,161,472.70	1,710,400.00		1,710,400.00	-548,927.30		-483,057.51
06/15/2028	1,156,835.18		1,156,835.18	272,200.00		272,200.00	884,635.18		771,493.92
09/30/2028								335,707.88	
12/15/2028	1,152,166.97		1,152,166.97	1,742,200.00		1,742,200.00	-590,033.03		-509,951.55
06/15/2029	1,147,467.82		1,147,467.82	242,800.00		242,800.00	904,667.82		774,864.98
09/30/2029								314,634.79	
12/15/2029	1,142,737.55		1,142,737.55	1,767,800.00		1,767,800.00	-625,062.45		-530,572.33
06/15/2030	1,137,976.26		1,137,976.26	212,300.00		212,300.00	925,676.26		778,690.02
09/30/2030								300,613.81	
12/15/2030	1,133,182.83		1,133,182.83	1,802,300.00		1,802,300.00	-669,117.17		-557,817.26
06/15/2031	1,128,357.95		1,128,357.95	180,500.00		180,500.00	947,857.95		783,100.19
09/30/2031								278,740.78	
12/15/2031	1,123,501.11		1,123,501.11	1,830,500.00		1,830,500.00	-706,998.89		-578,864.74
06/15/2032	1,118,612.10		1,118,612.10	155,750.00		155,750.00	962,862.10		781,280.09
09/30/2032								255,863.21	
12/15/2032	1,113,690.70		1,113,690.70	1,855,750.00		1,855,750.00	-742,059.30		-596,713.10
06/15/2033	1,108,736.69		1,108,736.69	130,250.00		130,250.00	978,486.69		779,769.38
09/30/2033								236,427.39	
12/15/2033	1,103,749.86		1,103,749.86	1,880,250.00		1,880,250.00	-776,500.14		-613,249.33
06/15/2034	1,098,730.00		1,098,730.00	112,750.00		112,750.00	985,980.00		771,699.02
09/30/2034								209,479.86	
12/15/2034	1,093,676.88		1,093,676.88	1,897,750.00		1,897,750.00	-804,073.12		-623,676.93
06/15/2035	1,088,590.27		1,088,590.27	94,900.00		94,900.00	993,690.27		763,834.85
09/30/2035								189,617.15	
12/15/2035	1,080,643.46		1,080,643.46	1,919,900.00		1,919,900.00	-839,256.54		-639,333.50
06/15/2036	894,382.47		894,382.47	76,650.00		76,650.00	817,732.47		617,345.47
09/30/2036								-21,524.07	
12/15/2036	890,113.91		890,113.91	1,936,650.00		1,936,650.00	-1,046,536.09		-782,988.76
06/15/2037	884,453.60		884,453.60	58,050.00		58,050.00	826,403.60		612,742.23
09/30/2037								-220,132.49	
12/15/2037	229,071.59		229,071.59	1,953,050.00		1,953,050.00	-1,723,978.41		-1,266,781.55
06/15/2038	189,035.84		189,035.84	39,100.00		39,100.00	149,935.84		109,184.17
09/30/2038								-1,574,042.57	
12/15/2038	188,133.68		188,133.68	1,974,100.00		1,974,100.00	-1,785,966.32		-1,288,877.86
06/15/2039	187,225.38		187,225.38	19,750.00		19,750.00	167,475.38		119,777.09
09/30/2039								-1,618,490.94	
12/15/2039	186,310.67		186,310.67	1,994,750.00		1,994,750.00	-1,808,439.33		-1,281,772.74
09/30/2040								-1,808,439.33	
	39,469,688.72	1,223,284.50	38,246,404.22	38,231,031.11	3,507.07	38,227,524.04	18,880.18	18,880.18	855,821.73

**Savings Summary**

PV of savings from cash flow 855,821.73

**SAVINGS**

**CITY OF GRAND ISLAND, NEBRASKA  
COMBINED UTILITY REVENUE REFUNDING BONDS, SERIES 2020A  
Current Refunding of NDEE Loans  
Non-BQ, Assumes Aa3 Rating  
10-Year Call, No DSRF, 2039 Final Maturity, Level Debt Service  
[ Preliminary -- for discussion only ]**

**Savings Summary**

Net PV Savings	855,821.73
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**BOND PRICING**

**CITY OF GRAND ISLAND, NEBRASKA  
COMBINED UTILITY REVENUE REFUNDING BONDS, SERIES 2020A  
Current Refunding of NDEE Loans  
Non-BQ, Assumes Aa3 Rating  
10-Year Call, No DSRF, 2039 Final Maturity, Level Debt Service  
[ Preliminary -- for discussion only ]**

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price
Serial Bonds:								
	12/15/2021	1,040,000	4.000%	0.620%	103.661			
	12/15/2022	1,160,000	4.000%	0.650%	106.938			
	12/15/2023	1,205,000	4.000%	0.680%	110.130			
	12/15/2024	1,255,000	4.000%	0.740%	113.105			
	12/15/2025	1,305,000	4.000%	0.800%	115.925			
	12/15/2026	1,355,000	4.000%	0.910%	118.261			
	12/15/2027	1,410,000	4.000%	1.070%	119.950			
	12/15/2028	1,470,000	4.000%	1.210%	121.436			
	12/15/2029	1,525,000	4.000%	1.340%	122.689			
	12/15/2030	1,590,000	4.000%	1.440%	123.957			
	12/15/2031	1,650,000	3.000%	1.610%	112.895	1.718%	12/15/2030	100.000
	12/15/2032	1,700,000	3.000%	1.690%	112.103	1.876%	12/15/2030	100.000
	12/15/2033	1,750,000	2.000%	1.920%	100.729	1.937%	12/15/2030	100.000
	12/15/2034	1,785,000	2.000%	2.010%	99.877			
	12/15/2035	1,825,000	2.000%	2.080%	98.967			
	12/15/2036	1,860,000	2.000%	2.150%	97.968			
	12/15/2037	1,895,000	2.000%	2.210%	97.023			
	12/15/2038	1,935,000	2.000%	2.270%	96.011			
	12/15/2039	1,975,000	2.000%	2.330%	94.937			
		29,690,000						

Dated Date	11/13/2020	
Delivery Date	11/13/2020	
First Coupon	06/15/2021	
Par Amount	29,690,000.00	
Premium	2,322,512.45	
Production	32,012,512.45	107.822541%
Underwriter's Discount	-133,605.00	-0.450000%
Purchase Price	31,878,907.45	107.372541%
Accrued Interest		
Net Proceeds	31,878,907.45	

**CALL PROVISIONS**

**CITY OF GRAND ISLAND, NEBRASKA  
 COMBINED UTILITY REVENUE REFUNDING BONDS, SERIES 2020A  
 Current Refunding of NDEE Loans  
 Non-BQ, Assumes Aa3 Rating  
 10-Year Call, No DSRF, 2039 Final Maturity, Level Debt Service  
 [ Preliminary -- for discussion only ]**

**Call Table: CALL**

<b>Call Date</b>	<b>Call Price</b>
12/15/2030	100.00

## BOND SUMMARY STATISTICS

**CITY OF GRAND ISLAND, NEBRASKA  
COMBINED UTILITY REVENUE REFUNDING BONDS, SERIES 2020A  
Current Refunding of NDEE Loans  
Non-BQ, Assumes Aa3 Rating  
10-Year Call, No DSRF, 2039 Final Maturity, Level Debt Service  
[ Preliminary -- for discussion only ]**

Dated Date	11/13/2020
Delivery Date	11/13/2020
First Coupon	06/15/2021
Last Maturity	12/15/2039
Arbitrage Yield	1.811403%
True Interest Cost (TIC)	1.872251%
Net Interest Cost (NIC)	1.892779%
All-In TIC	1.924395%
Average Coupon	2.599700%
Average Life (years)	11.066
Weighted Average Maturity (years)	10.737
Duration of Issue (years)	9.468
Par Amount	29,690,000.00
Bond Proceeds	32,012,512.45
Total Interest	8,541,031.11
Net Interest	6,352,123.66
Bond Years from Dated Date	328,539,111.11
Bond Years from Delivery Date	328,539,111.11
Total Debt Service	38,231,031.11
Maximum Annual Debt Service	2,014,800.00
Average Annual Debt Service	2,002,789.76
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	4.500000
Total Underwriter's Discount	4.500000
Bid Price	107.372541

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Serial Bonds	29,690,000.00	107.823	2.600%	11.066	12/07/2031	28,632.80
	29,690,000.00			11.066		28,632.80

	TIC	All-In TIC	Arbitrage Yield
Par Value	29,690,000.00	29,690,000.00	29,690,000.00
+ Accrued Interest			
+ Premium (Discount)	2,322,512.45	2,322,512.45	2,322,512.45
- Underwriter's Discount	-133,605.00	-133,605.00	
- Cost of Issuance Expense		-155,394.00	
- Other Amounts			
Target Value	31,878,907.45	31,723,513.45	32,012,512.45
Target Date	11/13/2020	11/13/2020	11/13/2020
Yield	1.872251%	1.924395%	1.811403%



## BOND DEBT SERVICE

**CITY OF GRAND ISLAND, NEBRASKA  
 COMBINED UTILITY REVENUE REFUNDING BONDS, SERIES 2020A  
 Current Refunding of NDEE Loans  
 Non-BQ, Assumes Aa3 Rating  
 10-Year Call, No DSRF, 2039 Final Maturity, Level Debt Service  
 [ Preliminary -- for discussion only ]**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/15/2021			526,231.11	526,231.11	
09/30/2021					526,231.11
12/15/2021	1,040,000	4.000%	446,800.00	1,486,800.00	
06/15/2022			426,000.00	426,000.00	
09/30/2022					1,912,800.00
12/15/2022	1,160,000	4.000%	426,000.00	1,586,000.00	
06/15/2023			402,800.00	402,800.00	
09/30/2023					1,988,800.00
12/15/2023	1,205,000	4.000%	402,800.00	1,607,800.00	
06/15/2024			378,700.00	378,700.00	
09/30/2024					1,986,500.00
12/15/2024	1,255,000	4.000%	378,700.00	1,633,700.00	
06/15/2025			353,600.00	353,600.00	
09/30/2025					1,987,300.00
12/15/2025	1,305,000	4.000%	353,600.00	1,658,600.00	
06/15/2026			327,500.00	327,500.00	
09/30/2026					1,986,100.00
12/15/2026	1,355,000	4.000%	327,500.00	1,682,500.00	
06/15/2027			300,400.00	300,400.00	
09/30/2027					1,982,900.00
12/15/2027	1,410,000	4.000%	300,400.00	1,710,400.00	
06/15/2028			272,200.00	272,200.00	
09/30/2028					1,982,600.00
12/15/2028	1,470,000	4.000%	272,200.00	1,742,200.00	
06/15/2029			242,800.00	242,800.00	
09/30/2029					1,985,000.00
12/15/2029	1,525,000	4.000%	242,800.00	1,767,800.00	
06/15/2030			212,300.00	212,300.00	
09/30/2030					1,980,100.00
12/15/2030	1,590,000	4.000%	212,300.00	1,802,300.00	
06/15/2031			180,500.00	180,500.00	
09/30/2031					1,982,800.00
12/15/2031	1,650,000	3.000%	180,500.00	1,830,500.00	
06/15/2032			155,750.00	155,750.00	
09/30/2032					1,986,250.00
12/15/2032	1,700,000	3.000%	155,750.00	1,855,750.00	
06/15/2033			130,250.00	130,250.00	
09/30/2033					1,986,000.00
12/15/2033	1,750,000	2.000%	130,250.00	1,880,250.00	
06/15/2034			112,750.00	112,750.00	
09/30/2034					1,993,000.00
12/15/2034	1,785,000	2.000%	112,750.00	1,897,750.00	
06/15/2035			94,900.00	94,900.00	
09/30/2035					1,992,650.00
12/15/2035	1,825,000	2.000%	94,900.00	1,919,900.00	
06/15/2036			76,650.00	76,650.00	
09/30/2036					1,996,550.00
12/15/2036	1,860,000	2.000%	76,650.00	1,936,650.00	
06/15/2037			58,050.00	58,050.00	
09/30/2037					1,994,700.00
12/15/2037	1,895,000	2.000%	58,050.00	1,953,050.00	
06/15/2038			39,100.00	39,100.00	
09/30/2038					1,992,150.00
12/15/2038	1,935,000	2.000%	39,100.00	1,974,100.00	
06/15/2039			19,750.00	19,750.00	
09/30/2039					1,993,850.00
12/15/2039	1,975,000	2.000%	19,750.00	1,994,750.00	
09/30/2040					1,994,750.00
	29,690,000		8,541,031.11	38,231,031.11	38,231,031.11

**SUMMARY OF BONDS REFUNDED**  
**CITY OF GRAND ISLAND, NEBRASKA**  
**COMBINED UTILITY REVENUE REFUNDING BONDS, SERIES 2020A**  
**Current Refunding of NDEE Loans**  
**Non-BQ, Assumes Aa3 Rating**  
**10-Year Call, No DSRF, 2039 Final Maturity, Level Debt Service**  
**[ Preliminary -- for discussion only ]**

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
NDEE 7876 Loan per Amo Sch, Proj, 1.50% + 1% fee:					
TERM35	12/15/2020	2.500%	145,930.80		
	06/15/2021	2.500%	147,025.28	01/12/2021	100.000
	12/15/2021	2.500%	148,127.97	01/12/2021	100.000
	06/15/2022	2.500%	149,238.93	01/12/2021	100.000
	12/15/2022	2.500%	150,358.22	01/12/2021	100.000
	06/15/2023	2.500%	151,485.91	01/12/2021	100.000
	12/15/2023	2.500%	152,622.05	01/12/2021	100.000
	06/15/2024	2.500%	153,766.72	01/12/2021	100.000
	12/15/2024	2.500%	154,919.97	01/12/2021	100.000
	06/15/2025	2.500%	156,081.87	01/12/2021	100.000
	12/15/2025	2.500%	157,252.48	01/12/2021	100.000
	06/15/2026	2.500%	158,431.87	01/12/2021	100.000
	12/15/2026	2.500%	159,620.11	01/12/2021	100.000
	06/15/2027	2.500%	160,817.26	01/12/2021	100.000
	12/15/2027	2.500%	162,023.39	01/12/2021	100.000
	06/15/2028	2.500%	163,238.57	01/12/2021	100.000
	12/15/2028	2.500%	164,462.86	01/12/2021	100.000
	06/15/2029	2.500%	165,696.33	01/12/2021	100.000
	12/15/2029	2.500%	166,939.05	01/12/2021	100.000
	06/15/2030	2.500%	168,191.09	01/12/2021	100.000
	12/15/2030	2.500%	169,452.53	01/12/2021	100.000
	06/15/2031	2.500%	170,723.42	01/12/2021	100.000
	12/15/2031	2.500%	172,003.85	01/12/2021	100.000
	06/15/2032	2.500%	173,293.88	01/12/2021	100.000
	12/15/2032	2.500%	174,593.58	01/12/2021	100.000
	06/15/2033	2.500%	175,903.03	01/12/2021	100.000
	12/15/2033	2.500%	177,222.30	01/12/2021	100.000
	06/15/2034	2.500%	178,551.47	01/12/2021	100.000
	12/15/2034	2.500%	179,890.61	01/12/2021	100.000
	06/15/2035	2.500%	181,239.79	01/12/2021	100.000
	12/15/2035	2.500%	179,772.60	01/12/2021	100.000
			<u>5,068,877.79</u>		
NDEE 7981 Loan per Amo Sch, Proj, 1.25% + 1% fee:					
TERM37	12/15/2020	2.250%	516,400.29		
	06/15/2021	2.250%	519,627.79	01/12/2021	100.000
	12/15/2021	2.250%	522,875.47	01/12/2021	100.000
	06/15/2022	2.250%	526,143.44	01/12/2021	100.000
	12/15/2022	2.250%	529,431.84	01/12/2021	100.000
	06/15/2023	2.250%	532,740.78	01/12/2021	100.000
	12/15/2023	2.250%	536,070.41	01/12/2021	100.000
	06/15/2024	2.250%	539,420.85	01/12/2021	100.000
	12/15/2024	2.250%	542,792.24	01/12/2021	100.000
	06/15/2025	2.250%	546,184.69	01/12/2021	100.000
	12/15/2025	2.250%	549,598.34	01/12/2021	100.000
	06/15/2026	2.250%	553,033.33	01/12/2021	100.000
	12/15/2026	2.250%	556,489.79	01/12/2021	100.000
	06/15/2027	2.250%	559,967.85	01/12/2021	100.000
	12/15/2027	2.250%	563,467.65	01/12/2021	100.000
	06/15/2028	2.250%	566,989.32	01/12/2021	100.000
	12/15/2028	2.250%	570,533.01	01/12/2021	100.000
	06/15/2029	2.250%	574,098.84	01/12/2021	100.000
	12/15/2029	2.250%	577,686.95	01/12/2021	100.000
	06/15/2030	2.250%	581,297.50	01/12/2021	100.000
	12/15/2030	2.250%	584,930.61	01/12/2021	100.000
	06/15/2031	2.250%	588,586.42	01/12/2021	100.000
	12/15/2031	2.250%	592,265.09	01/12/2021	100.000
	06/15/2032	2.250%	595,966.75	01/12/2021	100.000
	12/15/2032	2.250%	599,691.54	01/12/2021	100.000
	06/15/2033	2.250%	603,439.61	01/12/2021	100.000
	12/15/2033	2.250%	607,211.11	01/12/2021	100.000
	06/15/2034	2.250%	611,006.18	01/12/2021	100.000
	12/15/2034	2.250%	614,824.97	01/12/2021	100.000
	06/15/2035	2.250%	618,667.62	01/12/2021	100.000
	12/15/2035	2.250%	622,534.29	01/12/2021	100.000
	06/15/2036	2.250%	626,425.13	01/12/2021	100.000
	12/15/2036	2.250%	630,340.29	01/12/2021	100.000
	06/15/2037	2.250%	632,915.64	01/12/2021	100.000
			<u>19,493,655.63</u>		

**SUMMARY OF BONDS REFUNDED**  
**CITY OF GRAND ISLAND, NEBRASKA**  
**COMBINED UTILITY REVENUE REFUNDING BONDS, SERIES 2020A**  
**Current Refunding of NDEE Loans**  
**Non-BQ, Assumes Aa3 Rating**  
**10-Year Call, No DSRF, 2039 Final Maturity, Level Debt Service**  
**[ Preliminary -- for discussion only ]**

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
NDEE 7984 Loan per Amo Sch, Proj, 1.50% + 1% fee:					
TERM37	12/15/2020	2.500%	40,993.51		
	06/15/2021	2.500%	41,300.97	01/12/2021	100.000
	12/15/2021	2.500%	41,610.72	01/12/2021	100.000
	06/15/2022	2.500%	41,922.80	01/12/2021	100.000
	12/15/2022	2.500%	42,237.22	01/12/2021	100.000
	06/15/2023	2.500%	42,554.00	01/12/2021	100.000
	12/15/2023	2.500%	42,873.16	01/12/2021	100.000
	06/15/2024	2.500%	43,194.71	01/12/2021	100.000
	12/15/2024	2.500%	43,518.67	01/12/2021	100.000
	06/15/2025	2.500%	43,845.06	01/12/2021	100.000
	12/15/2025	2.500%	44,173.90	01/12/2021	100.000
	06/15/2026	2.500%	44,505.20	01/12/2021	100.000
	12/15/2026	2.500%	44,838.99	01/12/2021	100.000
	06/15/2027	2.500%	45,175.28	01/12/2021	100.000
	12/15/2027	2.500%	45,514.10	01/12/2021	100.000
	06/15/2028	2.500%	45,855.45	01/12/2021	100.000
	12/15/2028	2.500%	46,199.37	01/12/2021	100.000
	06/15/2029	2.500%	46,545.86	01/12/2021	100.000
	12/15/2029	2.500%	46,894.96	01/12/2021	100.000
	06/15/2030	2.500%	47,246.97	01/12/2021	100.000
	12/15/2030	2.500%	47,601.02	01/12/2021	100.000
	06/15/2031	2.500%	47,958.03	01/12/2021	100.000
	12/15/2031	2.500%	48,317.71	01/12/2021	100.000
	06/15/2032	2.500%	48,680.09	01/12/2021	100.000
	12/15/2032	2.500%	49,045.20	01/12/2021	100.000
	06/15/2033	2.500%	49,413.03	01/12/2021	100.000
	12/15/2033	2.500%	49,783.63	01/12/2021	100.000
	06/15/2034	2.500%	50,157.01	01/12/2021	100.000
	12/15/2034	2.500%	50,533.19	01/12/2021	100.000
	06/15/2035	2.500%	50,912.19	01/12/2021	100.000
	12/15/2035	2.500%	51,294.03	01/12/2021	100.000
	06/15/2036	2.500%	51,678.73	01/12/2021	100.000
	12/15/2036	2.500%	52,066.32	01/12/2021	100.000
	06/15/2037	2.500%	52,456.82	01/12/2021	100.000
	12/15/2037	2.500%	38,656.48	01/12/2021	100.000
			1,619,554.38		
NDEE 7990 Loan per Amo Sch, Proj, 1.36% + 1% fee:					
TERM37	12/15/2020	2.360%	142,331.74		
	06/15/2021	2.360%	143,299.59	01/12/2021	100.000
	12/15/2021	2.360%	144,274.03	01/12/2021	100.000
	06/15/2022	2.360%	145,255.10	01/12/2021	100.000
	12/15/2022	2.360%	146,242.83	01/12/2021	100.000
	06/15/2023	2.360%	147,237.28	01/12/2021	100.000
	12/15/2023	2.360%	148,238.49	01/12/2021	100.000
	06/15/2024	2.360%	149,246.52	01/12/2021	100.000
	12/15/2024	2.360%	150,261.39	01/12/2021	100.000
	06/15/2025	2.360%	151,283.17	01/12/2021	100.000
	12/15/2025	2.360%	152,311.90	01/12/2021	100.000
	06/15/2026	2.360%	153,347.62	01/12/2021	100.000
	12/15/2026	2.360%	154,390.38	01/12/2021	100.000
	06/15/2027	2.360%	155,440.24	01/12/2021	100.000
	12/15/2027	2.360%	156,497.23	01/12/2021	100.000
	06/15/2028	2.360%	157,561.41	01/12/2021	100.000
	12/15/2028	2.360%	158,632.83	01/12/2021	100.000
	06/15/2029	2.360%	159,711.53	01/12/2021	100.000
	12/15/2029	2.360%	160,797.57	01/12/2021	100.000
	06/15/2030	2.360%	161,890.99	01/12/2021	100.000
	12/15/2030	2.360%	162,991.85	01/12/2021	100.000
	06/15/2031	2.360%	164,100.20	01/12/2021	100.000
	12/15/2031	2.360%	165,216.08	01/12/2021	100.000
	06/15/2032	2.360%	166,339.55	01/12/2021	100.000
	12/15/2032	2.360%	167,470.66	01/12/2021	100.000
	06/15/2033	2.360%	168,609.46	01/12/2021	100.000
	12/15/2033	2.360%	169,756.00	01/12/2021	100.000
	06/15/2034	2.360%	170,910.34	01/12/2021	100.000
	12/15/2034	2.360%	172,072.53	01/12/2021	100.000
	06/15/2035	2.360%	173,242.62	01/12/2021	100.000
	12/15/2035	2.360%	174,420.67	01/12/2021	100.000
	06/15/2036	2.360%	175,606.74	01/12/2021	100.000

**SUMMARY OF BONDS REFUNDED**  
**CITY OF GRAND ISLAND, NEBRASKA**  
**COMBINED UTILITY REVENUE REFUNDING BONDS, SERIES 2020A**  
**Current Refunding of NDEE Loans**  
**Non-BQ, Assumes Aa3 Rating**  
**10-Year Call, No DSRF, 2039 Final Maturity, Level Debt Service**  
**[ Preliminary -- for discussion only ]**

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
NDEE 7990 Loan per Amo Sch, Proj, 1.36% + 1% fee:					
TERM37	12/15/2036	2.360%	176,800.86	01/12/2021	100.000
	06/15/2037	2.360%	178,003.11	01/12/2021	100.000
	12/15/2037	2.360%	179,213.53	01/12/2021	100.000
	06/15/2038	2.360%	180,432.18	01/12/2021	100.000
	12/15/2038	2.360%	181,659.12	01/12/2021	100.000
	06/15/2039	2.360%	182,894.40	01/12/2021	100.000
	12/15/2039	2.360%	184,137.84	01/12/2021	100.000
			6,332,129.58		
			32,514,217.38		

**ESCROW REQUIREMENTS**

**CITY OF GRAND ISLAND, NEBRASKA  
COMBINED UTILITY REVENUE REFUNDING BONDS, SERIES 2020A  
Current Refunding of NDEE Loans  
Non-BQ, Assumes Aa3 Rating  
10-Year Call, No DSRF, 2039 Final Maturity, Level Debt Service  
[ Preliminary -- for discussion only ]**

Dated Date 11/13/2020  
Delivery Date 11/13/2020

<b>Period Ending</b>	<b>Principal</b>	<b>Interest</b>	<b>Principal Redeemed</b>	<b>Total</b>
12/15/2020	845,656.34	377,628.16		1,223,284.50
01/12/2021		55,170.39	31,668,561.04	31,723,731.43
	845,656.34	432,798.55	31,668,561.04	32,947,015.93

**PRIOR BOND DEBT SERVICE**

**CITY OF GRAND ISLAND, NEBRASKA**

**COMBINED UTILITY REVENUE REFUNDING BONDS, SERIES 2020A**

**Current Refunding of NDEE Loans**

**Non-BQ, Assumes Aa3 Rating**

**10-Year Call, No DSRF, 2039 Final Maturity, Level Debt Service**

**[ Preliminary -- for discussion only ]**

**NDEE 7876 Loan per Amo Sch, Proj, 1.50% + 1% fee**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/15/2020	145,930.80	2.500%	63,360.97	209,291.77	
06/15/2021	147,025.28	2.500%	61,536.84	208,562.12	
09/30/2021					417,853.89
12/15/2021	148,127.97	2.500%	59,699.02	207,826.99	
06/15/2022	149,238.93	2.500%	57,847.42	207,086.35	
09/30/2022					414,913.34
12/15/2022	150,358.22	2.500%	55,981.94	206,340.16	
06/15/2023	151,485.91	2.500%	54,102.46	205,588.37	
09/30/2023					411,928.53
12/15/2023	152,622.05	2.500%	52,208.88	204,830.93	
06/15/2024	153,766.72	2.500%	50,301.11	204,067.83	
09/30/2024					408,898.76
12/15/2024	154,919.97	2.500%	48,379.02	203,298.99	
06/15/2025	156,081.87	2.500%	46,442.52	202,524.39	
09/30/2025					405,823.38
12/15/2025	157,252.48	2.500%	44,491.50	201,743.98	
06/15/2026	158,431.87	2.500%	42,525.84	200,957.71	
09/30/2026					402,701.69
12/15/2026	159,620.11	2.500%	40,545.45	200,165.56	
06/15/2027	160,817.26	2.500%	38,550.20	199,367.46	
09/30/2027					399,533.02
12/15/2027	162,023.39	2.500%	36,539.98	198,563.37	
06/15/2028	163,238.57	2.500%	34,514.69	197,753.26	
09/30/2028					396,316.63
12/15/2028	164,462.86	2.500%	32,474.20	196,937.06	
06/15/2029	165,696.33	2.500%	30,418.42	196,114.75	
09/30/2029					393,051.81
12/15/2029	166,939.05	2.500%	28,347.22	195,286.27	
06/15/2030	168,191.09	2.500%	26,260.48	194,451.57	
09/30/2030					389,737.84
12/15/2030	169,452.53	2.500%	24,158.09	193,610.62	
06/15/2031	170,723.42	2.500%	22,039.93	192,763.35	
09/30/2031					386,373.97
12/15/2031	172,003.85	2.500%	19,905.89	191,909.74	
06/15/2032	173,293.88	2.500%	17,755.84	191,049.72	
09/30/2032					382,959.46
12/15/2032	174,593.58	2.500%	15,589.67	190,183.25	
06/15/2033	175,903.03	2.500%	13,407.25	189,310.28	
09/30/2033					379,493.53
12/15/2033	177,222.30	2.500%	11,208.46	188,430.76	
06/15/2034	178,551.47	2.500%	8,993.18	187,544.65	
09/30/2034					375,975.41
12/15/2034	179,890.61	2.500%	6,761.29	186,651.90	
06/15/2035	181,239.79	2.500%	4,512.65	185,752.44	
09/30/2035					372,404.34
12/15/2035	179,772.60	2.500%	2,247.16	182,019.76	
09/30/2036					182,019.76
	5,068,877.79		1,051,107.57	6,119,985.36	6,119,985.36

**PRIOR BOND DEBT SERVICE**

**CITY OF GRAND ISLAND, NEBRASKA**  
**COMBINED UTILITY REVENUE REFUNDING BONDS, SERIES 2020A**  
**Current Refunding of NDEE Loans**  
**Non-BQ, Assumes Aa3 Rating**  
**10-Year Call, No DSRF, 2039 Final Maturity, Level Debt Service**  
**[ Preliminary -- for discussion only ]**

**NDEE 7981 Loan per Amo Sch, Proj, 1.25% + 1% fee**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/15/2020	516,400.29	2.250%	219,303.63	735,703.92	
06/15/2021	519,627.79	2.250%	213,494.12	733,121.91	
09/30/2021					1,468,825.83
12/15/2021	522,875.47	2.250%	207,648.31	730,523.78	
06/15/2022	526,143.44	2.250%	201,765.96	727,909.40	
09/30/2022					1,458,433.18
12/15/2022	529,431.84	2.250%	195,846.85	725,278.69	
06/15/2023	532,740.78	2.250%	189,890.74	722,631.52	
09/30/2023					1,447,910.21
12/15/2023	536,070.41	2.250%	183,897.41	719,967.82	
06/15/2024	539,420.85	2.250%	177,866.61	717,287.46	
09/30/2024					1,437,255.28
12/15/2024	542,792.24	2.250%	171,798.13	714,590.37	
06/15/2025	546,184.69	2.250%	165,691.72	711,876.41	
09/30/2025					1,426,466.78
12/15/2025	549,598.34	2.250%	159,547.14	709,145.48	
06/15/2026	553,033.33	2.250%	153,364.16	706,397.49	
09/30/2026					1,415,542.97
12/15/2026	556,489.79	2.250%	147,142.53	703,632.32	
06/15/2027	559,967.85	2.250%	140,882.02	700,849.87	
09/30/2027					1,404,482.19
12/15/2027	563,467.65	2.250%	134,582.38	698,050.03	
06/15/2028	566,989.32	2.250%	128,243.37	695,232.69	
09/30/2028					1,393,282.72
12/15/2028	570,533.01	2.250%	121,864.74	692,397.75	
06/15/2029	574,098.84	2.250%	115,446.25	689,545.09	
09/30/2029					1,381,942.84
12/15/2029	577,686.95	2.250%	108,987.63	686,674.58	
06/15/2030	581,297.50	2.250%	102,488.66	683,786.16	
09/30/2030					1,370,460.74
12/15/2030	584,930.61	2.250%	95,949.06	680,879.67	
06/15/2031	588,586.42	2.250%	89,368.59	677,955.01	
09/30/2031					1,358,834.68
12/15/2031	592,265.09	2.250%	82,746.99	675,012.08	
06/15/2032	595,966.75	2.250%	76,084.01	672,050.76	
09/30/2032					1,347,062.84
12/15/2032	599,691.54	2.250%	69,379.38	669,070.92	
06/15/2033	603,439.61	2.250%	62,632.85	666,072.46	
09/30/2033					1,335,143.38
12/15/2033	607,211.11	2.250%	55,844.16	663,055.27	
06/15/2034	611,006.18	2.250%	49,013.03	660,019.21	
09/30/2034					1,323,074.48
12/15/2034	614,824.97	2.250%	42,139.21	656,964.18	
06/15/2035	618,667.62	2.250%	35,222.43	653,890.05	
09/30/2035					1,310,854.23
12/15/2035	622,534.29	2.250%	28,262.42	650,796.71	
06/15/2036	626,425.13	2.250%	21,258.91	647,684.04	
09/30/2036					1,298,480.75
12/15/2036	630,340.29	2.250%	14,211.63	644,551.92	
06/15/2037	632,915.64	2.250%	7,120.30	640,035.94	
09/30/2037					1,284,587.86
	19,493,655.63		3,968,985.33	23,462,640.96	23,462,640.96

**PRIOR BOND DEBT SERVICE**  
**CITY OF GRAND ISLAND, NEBRASKA**  
**COMBINED UTILITY REVENUE REFUNDING BONDS, SERIES 2020A**  
**Current Refunding of NDEE Loans**  
**Non-BQ, Assumes Aa3 Rating**  
**10-Year Call, No DSRF, 2039 Final Maturity, Level Debt Service**  
**[ Preliminary -- for discussion only ]**

**NDEE 7984 Loan per Amo Sch, Proj, 1.50% + 1% fee**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/15/2020	40,993.51	2.500%	20,244.43	61,237.94	
06/15/2021	41,300.97	2.500%	19,732.01	61,032.98	
09/30/2021					122,270.92
12/15/2021	41,610.72	2.500%	19,215.75	60,826.47	
06/15/2022	41,922.80	2.500%	18,695.61	60,618.41	
09/30/2022					121,444.88
12/15/2022	42,237.22	2.500%	18,171.58	60,408.80	
06/15/2023	42,554.00	2.500%	17,643.61	60,197.61	
09/30/2023					120,606.41
12/15/2023	42,873.16	2.500%	17,111.69	59,984.85	
06/15/2024	43,194.71	2.500%	16,575.78	59,770.49	
09/30/2024					119,755.34
12/15/2024	43,518.67	2.500%	16,035.84	59,554.51	
06/15/2025	43,845.06	2.500%	15,491.86	59,336.92	
09/30/2025					118,891.43
12/15/2025	44,173.90	2.500%	14,943.79	59,117.69	
06/15/2026	44,505.20	2.500%	14,391.62	58,896.82	
09/30/2026					118,014.51
12/15/2026	44,838.99	2.500%	13,835.31	58,674.30	
06/15/2027	45,175.28	2.500%	13,274.82	58,450.10	
09/30/2027					117,124.40
12/15/2027	45,514.10	2.500%	12,710.13	58,224.23	
06/15/2028	45,855.45	2.500%	12,141.20	57,996.65	
09/30/2028					116,220.88
12/15/2028	46,199.37	2.500%	11,568.01	57,767.38	
06/15/2029	46,545.86	2.500%	10,990.52	57,536.38	
09/30/2029					115,303.76
12/15/2029	46,894.96	2.500%	10,408.69	57,303.65	
06/15/2030	47,246.97	2.500%	9,822.51	57,069.48	
09/30/2030					114,373.13
12/15/2030	47,601.02	2.500%	9,231.92	56,832.94	
06/15/2031	47,958.03	2.500%	8,636.91	56,594.94	
09/30/2031					113,427.88
12/15/2031	48,317.71	2.500%	8,037.43	56,355.14	
06/15/2032	48,680.09	2.500%	7,433.46	56,113.55	
09/30/2032					112,468.69
12/15/2032	49,045.20	2.500%	6,824.96	55,870.16	
06/15/2033	49,413.03	2.500%	6,211.89	55,624.92	
09/30/2033					111,495.08
12/15/2033	49,783.63	2.500%	5,594.23	55,377.86	
06/15/2034	50,157.01	2.500%	4,971.93	55,128.94	
09/30/2034					110,506.80
12/15/2034	50,533.19	2.500%	4,344.97	54,878.16	
06/15/2035	50,912.19	2.500%	3,713.31	54,625.50	
09/30/2035					109,503.66
12/15/2035	51,294.03	2.500%	3,076.90	54,370.93	
06/15/2036	51,678.73	2.500%	2,435.73	54,114.46	
09/30/2036					108,485.39
12/15/2036	52,066.32	2.500%	1,789.75	53,856.07	
06/15/2037	52,456.82	2.500%	1,138.92	53,595.74	
09/30/2037					107,451.81
12/15/2037	38,656.48	2.500%	483.21	39,139.69	
09/30/2038					39,139.69
	1,619,554.38		376,930.28	1,996,484.66	1,996,484.66



**PRIOR BOND DEBT SERVICE**  
**CITY OF GRAND ISLAND, NEBRASKA**  
**COMBINED UTILITY REVENUE REFUNDING BONDS, SERIES 2020A**  
**Current Refunding of NDEE Loans**  
**Non-BQ, Assumes Aa3 Rating**  
**10-Year Call, No DSRF, 2039 Final Maturity, Level Debt Service**  
**[ Preliminary -- for discussion only ]**

**NDEE 7990 Loan per Amo Sch, Proj. 1.36% + 1% fee**

<b>Period Ending</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Annual Debt Service</b>
12/15/2020	142,331.74	2.360%	74,719.13	217,050.87	
06/15/2021	143,299.59	2.360%	73,039.61	216,339.20	
09/30/2021					433,390.07
12/15/2021	144,274.03	2.360%	71,348.68	215,622.71	
06/15/2022	145,255.10	2.360%	69,646.25	214,901.35	
09/30/2022					430,524.06
12/15/2022	146,242.83	2.360%	67,932.24	214,175.07	
06/15/2023	147,237.28	2.360%	66,206.57	213,443.85	
09/30/2023					427,618.92
12/15/2023	148,238.49	2.360%	64,469.17	212,707.66	
06/15/2024	149,246.52	2.360%	62,719.96	211,966.48	
09/30/2024					424,674.14
12/15/2024	150,261.39	2.360%	60,958.85	211,220.24	
06/15/2025	151,283.17	2.360%	59,185.76	210,468.93	
09/30/2025					421,689.17
12/15/2025	152,311.90	2.360%	57,400.62	209,712.52	
06/15/2026	153,347.62	2.360%	55,603.34	208,950.96	
09/30/2026					418,663.48
12/15/2026	154,390.38	2.360%	53,793.84	208,184.22	
06/15/2027	155,440.24	2.360%	51,972.03	207,412.27	
09/30/2027					415,596.49
12/15/2027	156,497.23	2.360%	50,137.84	206,635.07	
06/15/2028	157,561.41	2.360%	48,291.17	205,852.58	
09/30/2028					412,487.65
12/15/2028	158,632.83	2.360%	46,431.95	205,064.78	
06/15/2029	159,711.53	2.360%	44,560.08	204,271.61	
09/30/2029					409,336.39
12/15/2029	160,797.57	2.360%	42,675.48	203,473.05	
06/15/2030	161,890.99	2.360%	40,778.07	202,669.06	
09/30/2030					406,142.11
12/15/2030	162,991.85	2.360%	38,867.76	201,859.61	
06/15/2031	164,100.20	2.360%	36,944.45	201,044.65	
09/30/2031					402,904.26
12/15/2031	165,216.08	2.360%	35,008.07	200,224.15	
06/15/2032	166,339.55	2.360%	33,058.52	199,398.07	
09/30/2032					399,622.22
12/15/2032	167,470.66	2.360%	31,095.71	198,566.37	
06/15/2033	168,609.46	2.360%	29,119.56	197,729.02	
09/30/2033					396,295.39
12/15/2033	169,756.00	2.360%	27,129.97	196,885.97	
06/15/2034	170,910.34	2.360%	25,126.85	196,037.19	
09/30/2034					392,923.16
12/15/2034	172,072.53	2.360%	23,110.11	195,182.64	
06/15/2035	173,242.62	2.360%	21,079.65	194,322.27	
09/30/2035					389,504.91
12/15/2035	174,420.67	2.360%	19,035.39	193,456.06	
06/15/2036	175,606.74	2.360%	16,977.22	192,583.96	
09/30/2036					386,040.02
12/15/2036	176,800.86	2.360%	14,905.06	191,705.92	
06/15/2037	178,003.11	2.360%	12,818.81	190,821.92	
09/30/2037					382,527.84
12/15/2037	179,213.53	2.360%	10,718.38	189,931.91	
06/15/2038	180,432.18	2.360%	8,603.66	189,035.84	
09/30/2038					378,967.75
12/15/2038	181,659.12	2.360%	6,474.56	188,133.68	
06/15/2039	182,894.40	2.360%	4,330.98	187,225.38	
09/30/2039					375,359.06
12/15/2039	184,137.84	2.360%	2,172.83	186,310.67	
09/30/2040					186,310.67
	6,332,129.58		1,558,448.18	7,890,577.76	7,890,577.76

### PRIOR BOND DEBT SERVICE

**CITY OF GRAND ISLAND, NEBRASKA**  
**COMBINED UTILITY REVENUE REFUNDING BONDS, SERIES 2020A**  
**Current Refunding of NDEE Loans**  
**Non-BQ, Assumes Aa3 Rating**  
**10-Year Call, No DSRF, 2039 Final Maturity, Level Debt Service**  
**[ Preliminary -- for discussion only ]**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/15/2020	845,656.34	** %	377,628.16	1,223,284.50	
06/15/2021	851,253.63	** %	367,802.59	1,219,056.22	
09/30/2021					2,442,340.72
12/15/2021	856,888.19	** %	357,911.76	1,214,799.95	
06/15/2022	862,560.27	** %	347,955.24	1,210,515.51	
09/30/2022					2,425,315.46
12/15/2022	868,270.11	** %	337,932.60	1,206,202.71	
06/15/2023	874,017.97	** %	327,843.38	1,201,861.35	
09/30/2023					2,408,064.06
12/15/2023	879,804.11	** %	317,687.15	1,197,491.26	
06/15/2024	885,628.80	** %	307,463.45	1,193,092.25	
09/30/2024					2,390,583.51
12/15/2024	891,492.27	** %	297,171.84	1,188,664.11	
06/15/2025	897,394.79	** %	286,811.86	1,184,206.65	
09/30/2025					2,372,870.76
12/15/2025	903,336.62	** %	276,383.05	1,179,719.67	
06/15/2026	909,318.02	** %	265,884.96	1,175,202.98	
09/30/2026					2,354,922.65
12/15/2026	915,339.27	** %	255,317.12	1,170,656.39	
06/15/2027	921,400.63	** %	244,679.07	1,166,079.70	
09/30/2027					2,336,736.09
12/15/2027	927,502.37	** %	233,970.33	1,161,472.70	
06/15/2028	933,644.75	** %	223,190.43	1,156,835.18	
09/30/2028					2,318,307.88
12/15/2028	939,828.07	** %	212,338.90	1,152,166.97	
06/15/2029	946,052.56	** %	201,415.26	1,147,467.82	
09/30/2029					2,299,634.79
12/15/2029	952,318.53	** %	190,419.02	1,142,737.55	
06/15/2030	958,626.55	** %	179,349.71	1,137,976.26	
09/30/2030					2,280,713.81
12/15/2030	964,976.01	** %	168,206.82	1,133,182.83	
06/15/2031	971,368.07	** %	156,989.88	1,128,357.95	
09/30/2031					2,261,540.78
12/15/2031	977,802.73	** %	145,698.38	1,123,501.11	
06/15/2032	984,280.27	** %	134,331.83	1,118,612.10	
09/30/2032					2,242,113.21
12/15/2032	990,800.98	** %	122,889.72	1,113,690.70	
06/15/2033	997,365.13	** %	111,371.56	1,108,736.69	
09/30/2033					2,222,427.39
12/15/2033	1,003,973.04	** %	99,776.82	1,103,749.86	
06/15/2034	1,010,625.00	** %	88,105.00	1,098,730.00	
09/30/2034					2,202,479.86
12/15/2034	1,017,321.30	** %	76,355.58	1,093,676.88	
06/15/2035	1,024,062.22	** %	64,528.05	1,088,590.27	
09/30/2035					2,182,267.15
12/15/2035	1,028,021.59	** %	52,621.87	1,080,643.46	
06/15/2036	853,710.60	** %	40,671.87	894,382.47	
09/30/2036					1,975,025.93
12/15/2036	859,207.47	** %	30,906.44	890,113.91	
06/15/2037	863,375.57	** %	21,078.03	884,453.60	
09/30/2037					1,774,567.51
12/15/2037	217,870.01	** %	11,201.58	229,071.59	
06/15/2038	180,432.18	2.360%	8,603.66	189,035.84	
09/30/2038					418,107.43
12/15/2038	181,659.12	2.360%	6,474.56	188,133.68	
06/15/2039	182,894.40	2.360%	4,330.98	187,225.38	
09/30/2039					375,359.06
12/15/2039	184,137.84	2.360%	2,172.83	186,310.67	
09/30/2040					186,310.67
	32,514,217.38		6,955,471.34	39,469,688.72	39,469,688.72

**SOURCES AND USES OF FUNDS**

**CITY OF GRAND ISLAND, NEBRASKA**

**COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B**

**Full Defeasance of Series 2012 Electric Bonds**

**Full Advance Refunding of Series 2013 Electric Bonds**

**Full Advance Refunding of Series 2017 Water Bonds**

**Full Advance Refunding of Series 2013 Sewer Bonds**

**[ Preliminary -- for discussion only ]**

Dated Date                    11/13/2020  
Delivery Date                11/13/2020

<b>Sources:</b>	<b>Electric</b>	<b>Water</b>	<b>Sewer</b>	<b>Total</b>
Bond Proceeds:				
Par Amount	30,945,000.00	6,480,000.00	30,730,000.00	68,155,000.00
Other Sources of Funds:				
Ser. 2012 DSRF	1,851,000.00			1,851,000.00
Ser. 2013 DSRF	3,000,000.00		2,506,000.00	5,506,000.00
Ser. 2017 P&I Pmt due 3/15/21		403,402.50		403,402.50
	<u>4,851,000.00</u>	<u>403,402.50</u>	<u>2,506,000.00</u>	<u>7,760,402.50</u>
	<u>35,796,000.00</u>	<u>6,883,402.50</u>	<u>33,236,000.00</u>	<u>75,915,402.50</u>

<b>Uses:</b>	<b>Electric</b>	<b>Water</b>	<b>Sewer</b>	<b>Total</b>
Refunding Escrow Deposits:				
Securities Purchases	35,493,617.00	6,820,415.00	32,935,963.00	75,249,995.00
Cash Deposit		0.75	0.46	1.21
	<u>35,493,617.00</u>	<u>6,820,415.75</u>	<u>32,935,963.46</u>	<u>75,249,996.21</u>
Cost of Issuance:				
Municipal Advisor	92,835.00	19,440.00	92,190.00	204,465.00
Costs of Issuance	46,417.50	9,720.00	46,095.00	102,232.50
Paying Agent	340.53	71.31	338.16	750.00
Escrow Agent	681.06	142.62	676.32	1,500.00
Escrow Verification	1,816.15	380.31	1,803.54	4,000.00
Rating Fee (est'd, pro-rated 70%)	18,275.05	3,826.87	18,148.08	40,250.00
CUSIP	431.79	90.42	428.79	951.00
DTC	363.23	76.06	360.71	800.00
Bond Call Fees	454.04	95.08	450.88	1,000.00
	<u>161,614.35</u>	<u>33,842.67</u>	<u>160,491.48</u>	<u>355,948.50</u>
Delivery Date Expenses:				
Underwriter's Discount	139,252.50	29,160.00	138,285.00	306,697.50
Other Uses of Funds:				
Rounding Amount	1,516.15	-15.92	1,260.06	2,760.29
	<u>35,796,000.00</u>	<u>6,883,402.50</u>	<u>33,236,000.00</u>	<u>75,915,402.50</u>

**SUMMARY OF REFUNDING RESULTS**

**CITY OF GRAND ISLAND, NEBRASKA  
COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B  
Full Defeasance of Series 2012 Electric Bonds  
Full Advance Refunding of Series 2013 Electric Bonds  
Full Advance Refunding of Series 2017 Water Bonds  
Full Advance Refunding of Series 2013 Sewer Bonds  
[ Preliminary -- for discussion only ]**

	Electric	Water	Sewer	Total
Dated Date	11/13/2020	11/13/2020	11/13/2020	11/13/2020
Delivery Date	11/13/2020	11/13/2020	11/13/2020	11/13/2020
Arbitrage Yield	1.154342%	1.870385%	1.928900%	
Escrow Yield	0.180986%	0.129615%	0.176285%	
Value of Negative Arbitrage	845,632.26	162,271.49	1,448,673.28	2,456,577.03
Bond Par Amount	30,945,000.00	6,480,000.00	30,730,000.00	68,155,000.00
True Interest Cost	1.262875%	1.925513%	1.980936%	1.772175%
Net Interest Cost	1.158166%	1.886245%	1.946113%	1.725377%
All-In TIC	1.389716%	1.989937%	2.041744%	1.851686%
Average Coupon	1.158166%	1.886245%	1.946113%	1.725377%
Average Life	4.291	9.077	9.709	7.189
Weighted Average Maturity	4.291	9.077	9.709	
Par amount of refunded bonds	31,435,000.00	6,535,000.00	28,775,000.00	66,745,000.00
Average coupon of refunded bonds	4.699102%	3.152253%	5.270593%	4.866040%
Average life of refunded bonds	4.492	9.016	10.699	7.611
Remaining weighted average maturity of refunded bonds	4.438	8.982	10.612	
PV of prior debt	36,621,454.27	7,234,240.75	38,056,909.52	
Net PV Savings	826,970.42	350,822.33	4,822,169.58	5,999,962.33
Percentage savings of refunded bonds	2.630731%	5.368360%	16.758191%	8.989381%

## SAVINGS

**CITY OF GRAND ISLAND, NEBRASKA**  
**COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B**  
**Full Defeasance of Series 2012 Electric Bonds**  
**Full Advance Refunding of Series 2013 Electric Bonds**  
**Full Advance Refunding of Series 2017 Water Bonds**  
**Full Advance Refunding of Series 2013 Sewer Bonds**  
**[ Preliminary -- for discussion only ]**

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Refunding Receipts	Refunding Net Cash Flow	Savings
09/30/2021	7,806,705.00	403,402.50	7,403,302.50	6,305,830.29	2,760.29	6,303,070.00	1,100,232.50
09/30/2022	7,715,205.00		7,715,205.00	6,555,655.66		6,555,655.66	1,159,549.34
09/30/2023	7,816,355.00		7,816,355.00	6,549,872.78		6,549,872.78	1,266,482.22
09/30/2024	7,817,690.00		7,817,690.00	6,549,725.52		6,549,725.52	1,267,964.48
09/30/2025	7,820,650.00		7,820,650.00	6,552,518.02		6,552,518.02	1,268,131.98
09/30/2026	7,815,521.25		7,815,521.25	6,554,100.00		6,554,100.00	1,261,421.25
09/30/2027	7,815,018.75		7,815,018.75	6,547,903.20		6,547,903.20	1,267,115.55
09/30/2028	7,820,266.25		7,820,266.25	6,547,628.00		6,547,628.00	1,272,638.25
09/30/2029	3,014,737.50		3,014,737.50	2,490,428.00		2,490,428.00	524,309.50
09/30/2030	3,014,587.50		3,014,587.50	2,490,748.00		2,490,748.00	523,839.50
09/30/2031	3,019,862.50		3,019,862.50	2,489,850.50		2,489,850.50	530,012.00
09/30/2032	3,014,275.00		3,014,275.00	2,490,182.50		2,490,182.50	524,092.50
09/30/2033	3,017,787.50		3,017,787.50	2,487,612.50		2,487,612.50	530,175.00
09/30/2034	3,015,787.50		3,015,787.50	2,493,155.50		2,493,155.50	522,632.00
09/30/2035	3,016,134.38		3,016,134.38	2,486,563.50		2,486,563.50	529,570.88
09/30/2036	3,015,606.27		3,015,606.27	2,486,175.50		2,486,175.50	529,430.77
09/30/2037	3,013,659.38		3,013,659.38	2,488,051.50		2,488,051.50	525,607.88
09/30/2038	2,518,462.50		2,518,462.50	2,042,481.00		2,042,481.00	475,981.50
	92,088,311.28	403,402.50	91,684,908.78	76,608,481.97	2,760.29	76,605,721.68	15,079,187.10

### Savings Summary

PV of savings from cash flow	13,356,962.33
Less: Prior funds on hand	-7,357,000.00
Net PV Savings	5,999,962.33

**BOND PRICING**

**CITY OF GRAND ISLAND, NEBRASKA  
COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B  
Full Defeasance of Series 2012 Electric Bonds  
Full Advance Refunding of Series 2013 Electric Bonds  
Full Advance Refunding of Series 2017 Water Bonds  
Full Advance Refunding of Series 2013 Sewer Bonds  
[ Preliminary -- for discussion only ]**

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Serial Bonds:					
	08/15/2021	5,630,000	0.512%	0.512%	100.000
	08/15/2022	5,690,000	0.541%	0.541%	100.000
	08/15/2023	5,715,000	0.615%	0.615%	100.000
	08/15/2024	5,750,000	0.821%	0.821%	100.000
	08/15/2025	5,800,000	0.921%	0.921%	100.000
	08/15/2026	5,855,000	1.216%	1.216%	100.000
	08/15/2027	5,920,000	1.356%	1.356%	100.000
	08/15/2028	6,000,000	1.620%	1.620%	100.000
	08/15/2029	2,040,000	1.700%	1.700%	100.000
	08/15/2030	2,075,000	1.730%	1.730%	100.000
	08/15/2031	2,110,000	1.880%	1.880%	100.000
	08/15/2032	2,150,000	1.980%	1.980%	100.000
	08/15/2033	2,190,000	2.030%	2.030%	100.000
	08/15/2034	2,240,000	2.080%	2.080%	100.000
	08/15/2035	2,280,000	2.210%	2.210%	100.000
	08/15/2036	2,330,000	2.280%	2.280%	100.000
	08/15/2037	2,385,000	2.330%	2.330%	100.000
	08/15/2038	1,995,000	2.380%	2.380%	100.000
		68,155,000			

Dated Date	11/13/2020	
Delivery Date	11/13/2020	
First Coupon	02/15/2021	
Par Amount	68,155,000.00	
Original Issue Discount		
Production	68,155,000.00	100.000000%
Underwriter's Discount	-306,697.50	-0.450000%
Purchase Price	67,848,302.50	99.550000%
Accrued Interest		
Net Proceeds	67,848,302.50	

**CALL PROVISIONS AGGREGATE**

**CITY OF GRAND ISLAND, NEBRASKA  
 COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B  
 Full Defeasance of Series 2012 Electric Bonds  
 Full Advance Refunding of Series 2013 Electric Bonds  
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 Full Advance Refunding of Series 2013 Sewer Bonds  
 [ Preliminary -- for discussion only ]**

**Call Table:CALL**

<b>Series Name</b>	<b>Call Date</b>	<b>Call Price</b>
20BTXWTD	08/15/2030	100.00
20BXSWD	08/15/2030	100.00

## BOND SUMMARY STATISTICS

**CITY OF GRAND ISLAND, NEBRASKA**  
**COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B**  
**Full Defeasance of Series 2012 Electric Bonds**  
**Full Advance Refunding of Series 2013 Electric Bonds**  
**Full Advance Refunding of Series 2017 Water Bonds**  
**Full Advance Refunding of Series 2013 Sewer Bonds**  
**[ Preliminary -- for discussion only ]**

Dated Date	11/13/2020
Delivery Date	11/13/2020
First Coupon	02/15/2021
Last Maturity	08/15/2038
Arbitrage Yield	
True Interest Cost (TIC)	1.772175%
Net Interest Cost (NIC)	1.725377%
All-In TIC	1.851686%
Average Coupon	1.725377%
Average Life (years)	7.189
Weighted Average Maturity (years)	
Duration of Issue (years)	6.684
Par Amount	68,155,000.00
Bond Proceeds	68,155,000.00
Total Interest	8,453,481.97
Net Interest	8,760,179.47
Bond Years from Dated Date	489,949,888.89
Bond Years from Delivery Date	489,949,888.89
Total Debt Service	76,608,481.97
Maximum Annual Debt Service	6,555,655.66
Average Annual Debt Service	4,314,620.39
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	4.500000
Total Underwriter's Discount	4.500000
Bid Price	99.550000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Serial Bonds	68,155,000.00	100.000	1.725%	7.189	01/21/2028	44,099.70
	68,155,000.00			7.189		44,099.70

	TIC	All-In TIC	Arbitrage Yield
Par Value	68,155,000.00	68,155,000.00	
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-306,697.50	-306,697.50	
- Cost of Issuance Expense		-355,948.50	
- Other Amounts			
Target Value	67,848,302.50	67,492,354.00	
Target Date	11/13/2020	11/13/2020	11/13/2020
Yield	1.772175%	1.851686%	



**BOND DEBT SERVICE**

**CITY OF GRAND ISLAND, NEBRASKA**  
**COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B**  
**Full Defeasance of Series 2012 Electric Bonds**  
**Full Advance Refunding of Series 2013 Electric Bonds**  
**Full Advance Refunding of Series 2017 Water Bonds**  
**Full Advance Refunding of Series 2013 Sewer Bonds**  
**[ Preliminary -- for discussion only ]**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/15/2021			228,589.66	228,589.66	
08/15/2021	5,630,000	0.512%	447,240.63	6,077,240.63	
09/30/2021					6,305,830.29
02/15/2022			432,827.83	432,827.83	
08/15/2022	5,690,000	0.541%	432,827.83	6,122,827.83	
09/30/2022					6,555,655.66
02/15/2023			417,436.39	417,436.39	
08/15/2023	5,715,000	0.615%	417,436.39	6,132,436.39	
09/30/2023					6,549,872.78
02/15/2024			399,862.76	399,862.76	
08/15/2024	5,750,000	0.821%	399,862.76	6,149,862.76	
09/30/2024					6,549,725.52
02/15/2025			376,259.01	376,259.01	
08/15/2025	5,800,000	0.921%	376,259.01	6,176,259.01	
09/30/2025					6,552,518.02
02/15/2026			349,550.00	349,550.00	
08/15/2026	5,855,000	1.216%	349,550.00	6,204,550.00	
09/30/2026					6,554,100.00
02/15/2027			313,951.60	313,951.60	
08/15/2027	5,920,000	1.356%	313,951.60	6,233,951.60	
09/30/2027					6,547,903.20
02/15/2028			273,814.00	273,814.00	
08/15/2028	6,000,000	1.620%	273,814.00	6,273,814.00	
09/30/2028					6,547,628.00
02/15/2029			225,214.00	225,214.00	
08/15/2029	2,040,000	1.700%	225,214.00	2,265,214.00	
09/30/2029					2,490,428.00
02/15/2030			207,874.00	207,874.00	
08/15/2030	2,075,000	1.730%	207,874.00	2,282,874.00	
09/30/2030					2,490,748.00
02/15/2031			189,925.25	189,925.25	
08/15/2031	2,110,000	1.880%	189,925.25	2,299,925.25	
09/30/2031					2,489,850.50
02/15/2032			170,091.25	170,091.25	
08/15/2032	2,150,000	1.980%	170,091.25	2,320,091.25	
09/30/2032					2,490,182.50
02/15/2033			148,806.25	148,806.25	
08/15/2033	2,190,000	2.030%	148,806.25	2,338,806.25	
09/30/2033					2,487,612.50
02/15/2034			126,577.75	126,577.75	
08/15/2034	2,240,000	2.080%	126,577.75	2,366,577.75	
09/30/2034					2,493,155.50
02/15/2035			103,281.75	103,281.75	
08/15/2035	2,280,000	2.210%	103,281.75	2,383,281.75	
09/30/2035					2,486,563.50
02/15/2036			78,087.75	78,087.75	
08/15/2036	2,330,000	2.280%	78,087.75	2,408,087.75	
09/30/2036					2,486,175.50
02/15/2037			51,525.75	51,525.75	
08/15/2037	2,385,000	2.330%	51,525.75	2,436,525.75	
09/30/2037					2,488,051.50
02/15/2038			23,740.50	23,740.50	
08/15/2038	1,995,000	2.380%	23,740.50	2,018,740.50	
09/30/2038					2,042,481.00
	68,155,000		8,453,481.97	76,608,481.97	76,608,481.97

**AGGREGATE DEBT SERVICE**  
**CITY OF GRAND ISLAND, NEBRASKA**  
**COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B**  
**Full Defeasance of Series 2012 Electric Bonds**  
**Full Advance Refunding of Series 2013 Electric Bonds**  
**Full Advance Refunding of Series 2017 Water Bonds**  
**Full Advance Refunding of Series 2013 Sewer Bonds**  
**[ Preliminary -- for discussion only ]**

Date	Electric Principal	Electric Interest	Electric Debt Service	Water Principal	Water Interest	Water Debt Service	Sewer Principal	Sewer Interest	Sewer Debt Service	Aggregate Debt Service
09/30/2021	3,835,000	223,656.76	4,058,656.76	370,000	76,242.10	446,242.10	1,425,000	375,931.43	1,800,931.43	6,305,830.29
09/30/2022	3,785,000	276,381.10	4,061,381.10	350,000	99,014.26	449,014.26	1,555,000	490,260.30	2,045,260.30	6,555,655.66
09/30/2023	3,805,000	255,904.26	4,060,904.26	350,000	97,120.76	447,120.76	1,560,000	481,847.76	2,041,847.76	6,549,872.78
09/30/2024	3,830,000	232,503.50	4,062,503.50	350,000	94,968.26	444,968.26	1,570,000	472,253.76	2,042,253.76	6,549,725.52
09/30/2025	3,860,000	201,059.20	4,061,059.20	355,000	92,094.76	447,094.76	1,585,000	459,364.06	2,044,364.06	6,552,518.02
09/30/2026	3,895,000	165,508.60	4,060,508.60	360,000	88,825.20	448,825.20	1,600,000	444,766.20	2,044,766.20	6,554,100.00
09/30/2027	3,940,000	118,145.40	4,058,145.40	360,000	84,447.60	444,447.60	1,620,000	425,310.20	2,045,310.20	6,547,903.20
09/30/2028	3,995,000	64,719.00	4,059,719.00	365,000	79,566.00	444,566.00	1,640,000	403,343.00	2,043,343.00	6,547,628.00
09/30/2029				375,000	73,653.00	448,653.00	1,665,000	376,775.00	2,041,775.00	2,490,428.00
09/30/2030				380,000	67,278.00	447,278.00	1,695,000	348,470.00	2,043,470.00	2,490,748.00
09/30/2031				385,000	60,704.00	445,704.00	1,725,000	319,146.50	2,044,146.50	2,489,850.50
09/30/2032				395,000	53,466.00	448,466.00	1,755,000	286,716.50	2,041,716.50	2,490,182.50
09/30/2033				400,000	45,645.00	445,645.00	1,790,000	251,967.50	2,041,967.50	2,487,612.50
09/30/2034				410,000	37,525.00	447,525.00	1,830,000	215,630.50	2,045,630.50	2,493,155.50
09/30/2035				415,000	28,997.00	443,997.00	1,865,000	177,566.50	2,042,566.50	2,486,563.50
09/30/2036				425,000	19,825.50	444,825.50	1,905,000	136,350.00	2,041,350.00	2,486,175.50
09/30/2037				435,000	10,135.50	445,135.50	1,950,000	92,916.00	2,042,916.00	2,488,051.50
09/30/2038							1,995,000	47,481.00	2,042,481.00	2,042,481.00
	30,945,000	1,537,877.82	32,482,877.82	6,480,000	1,109,507.94	7,589,507.94	30,730,000	5,806,096.21	36,536,096.21	76,608,481.97

**AGGREGATE DEBT SERVICE**  
**CITY OF GRAND ISLAND, NEBRASKA**  
**COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B**  
**Full Defeasance of Series 2012 Electric Bonds**  
**Full Advance Refunding of Series 2013 Electric Bonds**  
**Full Advance Refunding of Series 2017 Water Bonds**  
**Full Advance Refunding of Series 2013 Sewer Bonds**  
**[ Preliminary -- for discussion only ]**

Date	Annual Total
09/30/2021	6,305,830.29
09/30/2022	6,555,655.66
09/30/2023	6,549,872.78
09/30/2024	6,549,725.52
09/30/2025	6,552,518.02
09/30/2026	6,554,100.00
09/30/2027	6,547,903.20
09/30/2028	6,547,628.00
09/30/2029	2,490,428.00
09/30/2030	2,490,748.00
09/30/2031	2,489,850.50
09/30/2032	2,490,182.50
09/30/2033	2,487,612.50
09/30/2034	2,493,155.50
09/30/2035	2,486,563.50
09/30/2036	2,486,175.50
09/30/2037	2,488,051.50
09/30/2038	2,042,481.00
	76,608,481.97

## ESCROW REQUIREMENTS

**CITY OF GRAND ISLAND, NEBRASKA  
COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B  
Full Defeasance of Series 2012 Electric Bonds  
Full Advance Refunding of Series 2013 Electric Bonds  
Full Advance Refunding of Series 2017 Water Bonds  
Full Advance Refunding of Series 2013 Sewer Bonds  
[ Preliminary -- for discussion only ]**

Dated Date                    11/13/2020  
Delivery Date                11/13/2020

Period Ending	Principal	Interest	Principal Redeemed	Total
02/15/2021		727,275.00		727,275.00
03/15/2021	310,000.00	832,627.50		1,142,627.50
08/15/2021	3,345,000.00	727,275.00		4,072,275.00
09/15/2021	1,035,000.00	829,527.50		1,864,527.50
02/15/2022		660,375.00		660,375.00
03/15/2022	320,000.00	808,827.50		1,128,827.50
05/04/2022		23,711.24	5,905,000.00	5,928,711.24
08/15/2022	3,485,000.00	660,375.00		4,145,375.00
09/15/2022	975,000.00	718,525.00		1,693,525.00
02/15/2023		583,550.00		583,550.00
03/15/2023		694,150.00		694,150.00
08/15/2023	3,635,000.00	583,550.00		4,218,550.00
09/15/2023	1,130,000.00	694,150.00		1,824,150.00
09/17/2023		7,461.67	25,635,000.00	25,642,461.67
11/26/2023		276,445.42	20,970,000.00	21,246,445.42
	14,235,000.00	8,827,825.83	52,510,000.00	75,572,825.83

## SAVINGS

**CITY OF GRAND ISLAND, NEBRASKA**  
**COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B**  
**Full Defeasance of Series 2012 Electric Bonds**  
**Full Advance Refunding of Series 2013 Electric Bonds**  
**Assumes Aa3 Rating, 2028 Final Maturity, Non-Callable**  
**[ Preliminary -- for discussion only ]**

Date	Prior Debt Service	Refunding Debt Service	Refunding Receipts	Refunding Net Cash Flow	Savings	Annual Savings	Present Value to 11/13/2020 @ 1.1543415%
11/13/2020			1,516.15	-1,516.15	1,516.15		1,516.15
02/15/2021	727,275.00	75,648.61		75,648.61	651,626.39		649,712.45
08/15/2021	4,072,275.00	3,983,008.15		3,983,008.15	89,266.85		88,493.90
09/30/2021						742,409.39	
02/15/2022	660,375.00	138,190.55		138,190.55	522,184.45		514,692.25
08/15/2022	4,145,375.00	3,923,190.55		3,923,190.55	222,184.45		217,739.86
09/30/2022						744,368.90	
02/15/2023	583,550.00	127,952.13		127,952.13	455,597.87		443,921.88
08/15/2023	4,218,550.00	3,932,952.13		3,932,952.13	285,597.87		276,681.68
09/30/2023						741,195.74	
02/15/2024	492,675.00	116,251.75		116,251.75	376,423.25		362,578.85
08/15/2024	4,312,675.00	3,946,251.75		3,946,251.75	366,423.25		350,921.23
09/30/2024						742,846.50	
02/15/2025	397,175.00	100,529.60		100,529.60	296,645.40		282,465.12
08/15/2025	4,407,175.00	3,960,529.60		3,960,529.60	446,645.40		422,854.21
09/30/2025						743,290.80	
02/15/2026	296,925.00	82,754.30		82,754.30	214,170.70		201,599.03
08/15/2026	4,506,925.00	3,977,754.30		3,977,754.30	529,170.70		495,250.30
09/30/2026						743,341.40	
02/15/2027	223,250.00	59,072.70		59,072.70	164,177.30		152,771.61
08/15/2027	4,578,250.00	3,999,072.70		3,999,072.70	579,177.30		535,848.06
09/30/2027						743,354.60	
02/15/2028	114,375.00	32,359.50		32,359.50	82,015.50		75,444.34
08/15/2028	4,689,375.00	4,027,359.50		4,027,359.50	662,015.50		605,479.52
09/30/2028						744,031.00	
	38,426,200.00	32,482,877.82	1,516.15	32,481,361.67	5,944,838.33	5,944,838.33	5,677,970.42

### Savings Summary

PV of savings from cash flow	5,677,970.42
Less: Prior funds on hand	-4,851,000.00
Net PV Savings	826,970.42

**SOURCES AND USES OF FUNDS**

**CITY OF GRAND ISLAND, NEBRASKA  
COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B  
Full Defeasance of Series 2012 Electric Bonds  
Full Advance Refunding of Series 2013 Electric Bonds  
Assumes Aa3 Rating, 2028 Final Maturity, Non-Callable  
[ Preliminary -- for discussion only ]**

Dated Date 11/13/2020  
Delivery Date 11/13/2020

**Sources:**

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Bond Proceeds:	
Par Amount	30,945,000.00
Other Sources of Funds:	
Ser. 2012 DSRF	1,851,000.00
Ser. 2013 DSRF	3,000,000.00
	<hr/>
	4,851,000.00
	<hr/>
	35,796,000.00
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**Uses:**

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Refunding Escrow Deposits:	
Securities Purchases	35,493,617.00
Cost of Issuance:	
Municipal Advisor	92,835.00
Costs of Issuance	46,417.50
Paying Agent	340.53
Escrow Agent	681.06
Escrow Verification	1,816.15
Rating Fee (est'd, pro-rated 70%)	18,275.05
CUSIP	431.79
DTC	363.23
Bond Call Fees	454.04
	<hr/>
	161,614.35
Delivery Date Expenses:	
Underwriter's Discount	139,252.50
Other Uses of Funds:	
Rounding Amount	1,516.15
	<hr/>
	35,796,000.00
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**SUMMARY OF REFUNDING RESULTS**

**CITY OF GRAND ISLAND, NEBRASKA  
COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B  
Full Defeasance of Series 2012 Electric Bonds  
Full Advance Refunding of Series 2013 Electric Bonds  
Assumes Aa3 Rating, 2028 Final Maturity, Non-Callable  
[ Preliminary -- for discussion only ]**

Dated Date	11/13/2020
Delivery Date	11/13/2020
Arbitrage yield	1.154342%
Escrow yield	0.180986%
Value of Negative Arbitrage	845,632.26
Bond Par Amount	30,945,000.00
True Interest Cost	1.262875%
Net Interest Cost	1.158166%
All-In TIC	1.389716%
Average Coupon	1.158166%
Average Life	4.291
Weighted Average Maturity	4.291
Par amount of refunded bonds	31,435,000.00
Average coupon of refunded bonds	4.699102%
Average life of refunded bonds	4.492
Remaining weighted average maturity of refunded bonds	4.438
PV of prior debt to 11/13/2020 @ 1.154342%	36,621,454.27
Net PV Savings	826,970.42
Percentage savings of refunded bonds	2.630731%

## SAVINGS

**CITY OF GRAND ISLAND, NEBRASKA**  
**COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B**  
**Full Defeasance of Series 2012 Electric Bonds**  
**Full Advance Refunding of Series 2013 Electric Bonds**  
**Assumes Aa3 Rating, 2028 Final Maturity, Non-Callable**  
**[ Preliminary -- for discussion only ]**

Date	Prior Debt Service	Refunding Debt Service	Refunding Receipts	Refunding Net Cash Flow	Savings	Annual Savings	Present Value to 11/13/2020 @ 1.1543415%
11/13/2020			1,516.15	-1,516.15	1,516.15		1,516.15
02/15/2021	727,275.00	75,648.61		75,648.61	651,626.39		649,712.45
08/15/2021	4,072,275.00	3,983,008.15		3,983,008.15	89,266.85		88,493.90
09/30/2021						742,409.39	
02/15/2022	660,375.00	138,190.55		138,190.55	522,184.45		514,692.25
08/15/2022	4,145,375.00	3,923,190.55		3,923,190.55	222,184.45		217,739.86
09/30/2022						744,368.90	
02/15/2023	583,550.00	127,952.13		127,952.13	455,597.87		443,921.88
08/15/2023	4,218,550.00	3,932,952.13		3,932,952.13	285,597.87		276,681.68
09/30/2023						741,195.74	
02/15/2024	492,675.00	116,251.75		116,251.75	376,423.25		362,578.85
08/15/2024	4,312,675.00	3,946,251.75		3,946,251.75	366,423.25		350,921.23
09/30/2024						742,846.50	
02/15/2025	397,175.00	100,529.60		100,529.60	296,645.40		282,465.12
08/15/2025	4,407,175.00	3,960,529.60		3,960,529.60	446,645.40		422,854.21
09/30/2025						743,290.80	
02/15/2026	296,925.00	82,754.30		82,754.30	214,170.70		201,599.03
08/15/2026	4,506,925.00	3,977,754.30		3,977,754.30	529,170.70		495,250.30
09/30/2026						743,341.40	
02/15/2027	223,250.00	59,072.70		59,072.70	164,177.30		152,771.61
08/15/2027	4,578,250.00	3,999,072.70		3,999,072.70	579,177.30		535,848.06
09/30/2027						743,354.60	
02/15/2028	114,375.00	32,359.50		32,359.50	82,015.50		75,444.34
08/15/2028	4,689,375.00	4,027,359.50		4,027,359.50	662,015.50		605,479.52
09/30/2028						744,031.00	
	38,426,200.00	32,482,877.82	1,516.15	32,481,361.67	5,944,838.33	5,944,838.33	5,677,970.42

### Savings Summary

PV of savings from cash flow	5,677,970.42
Less: Prior funds on hand	-4,851,000.00
Net PV Savings	826,970.42



**BOND DEBT SERVICE**

**CITY OF GRAND ISLAND, NEBRASKA**  
**COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B**  
**Full Defeasance of Series 2012 Electric Bonds**  
**Full Advance Refunding of Series 2013 Electric Bonds**  
**Assumes Aa3 Rating, 2028 Final Maturity, Non-Callable**  
**[ Preliminary -- for discussion only ]**

<b>Period Ending</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Annual Debt Service</b>
02/15/2021			75,648.61	75,648.61	
08/15/2021	3,835,000	0.512%	148,008.15	3,983,008.15	
09/30/2021					4,058,656.76
02/15/2022			138,190.55	138,190.55	
08/15/2022	3,785,000	0.541%	138,190.55	3,923,190.55	
09/30/2022					4,061,381.10
02/15/2023			127,952.13	127,952.13	
08/15/2023	3,805,000	0.615%	127,952.13	3,932,952.13	
09/30/2023					4,060,904.26
02/15/2024			116,251.75	116,251.75	
08/15/2024	3,830,000	0.821%	116,251.75	3,946,251.75	
09/30/2024					4,062,503.50
02/15/2025			100,529.60	100,529.60	
08/15/2025	3,860,000	0.921%	100,529.60	3,960,529.60	
09/30/2025					4,061,059.20
02/15/2026			82,754.30	82,754.30	
08/15/2026	3,895,000	1.216%	82,754.30	3,977,754.30	
09/30/2026					4,060,508.60
02/15/2027			59,072.70	59,072.70	
08/15/2027	3,940,000	1.356%	59,072.70	3,999,072.70	
09/30/2027					4,058,145.40
02/15/2028			32,359.50	32,359.50	
08/15/2028	3,995,000	1.620%	32,359.50	4,027,359.50	
09/30/2028					4,059,719.00
	30,945,000		1,537,877.82	32,482,877.82	32,482,877.82

**SUMMARY OF BONDS REFUNDED**

**CITY OF GRAND ISLAND, NEBRASKA  
COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B  
Full Defeasance of Series 2012 Electric Bonds  
Full Advance Refunding of Series 2013 Electric Bonds  
Assumes Aa3 Rating, 2028 Final Maturity, Non-Callable  
[ Preliminary -- for discussion only ]**

<b>Bond</b>	<b>Maturity Date</b>	<b>Interest Rate</b>	<b>Par Amount</b>	<b>Call Date</b>	<b>Call Price</b>
Ser 2012 Elec Sys Rev Refg Bonds (non-callable, mat 8/15/22):					
SERIAL	08/15/2021	4.000%	1,920,000.00		
	08/15/2022	4.000%	<u>2,060,000.00</u>		
			3,980,000.00		
Ser 2013 Elec Sys Rev Bonds (callable 11/26/23, mat 8/15/28):					
SERIAL	08/15/2021	4.000%	1,425,000.00		
	08/15/2022	5.000%	1,425,000.00		
	08/15/2023	5.000%	3,635,000.00		
	08/15/2024	5.000%	3,820,000.00	11/26/2023	100.000
	08/15/2025	5.000%	4,010,000.00	11/26/2023	100.000
	08/15/2026	3.500%	4,210,000.00	11/26/2023	100.000
	08/15/2027	5.000%	4,355,000.00	11/26/2023	100.000
	08/15/2028	5.000%	<u>4,575,000.00</u>	11/26/2023	100.000
			27,455,000.00		
			31,435,000.00		

**ESCROW REQUIREMENTS**

**CITY OF GRAND ISLAND, NEBRASKA  
COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B  
Full Defeasance of Series 2012 Electric Bonds  
Full Advance Refunding of Series 2013 Electric Bonds  
Assumes Aa3 Rating, 2028 Final Maturity, Non-Callable  
[ Preliminary -- for discussion only ]**

Dated Date 11/13/2020  
Delivery Date 11/13/2020

<b>Period Ending</b>	<b>Principal</b>	<b>Interest</b>	<b>Principal Redeemed</b>	<b>Total</b>
02/15/2021		727,275.00		727,275.00
08/15/2021	3,345,000.00	727,275.00		4,072,275.00
02/15/2022		660,375.00		660,375.00
08/15/2022	3,485,000.00	660,375.00		4,145,375.00
02/15/2023		583,550.00		583,550.00
08/15/2023	3,635,000.00	583,550.00		4,218,550.00
11/26/2023		276,445.42	20,970,000.00	21,246,445.42
	10,465,000.00	4,218,845.42	20,970,000.00	35,653,845.42

**PRIOR BOND DEBT SERVICE**

**CITY OF GRAND ISLAND, NEBRASKA  
COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B  
Full Defeasance of Series 2012 Electric Bonds  
Full Advance Refunding of Series 2013 Electric Bonds  
Assumes Aa3 Rating, 2028 Final Maturity, Non-Callable  
[ Preliminary -- for discussion only ]**

<b>Period Ending</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Annual Debt Service</b>
02/15/2021			727,275	727,275	
08/15/2021	3,345,000	4.000%	727,275	4,072,275	
09/30/2021					4,799,550
02/15/2022			660,375	660,375	
08/15/2022	3,485,000	** %	660,375	4,145,375	
09/30/2022					4,805,750
02/15/2023			583,550	583,550	
08/15/2023	3,635,000	5.000%	583,550	4,218,550	
09/30/2023					4,802,100
02/15/2024			492,675	492,675	
08/15/2024	3,820,000	5.000%	492,675	4,312,675	
09/30/2024					4,805,350
02/15/2025			397,175	397,175	
08/15/2025	4,010,000	5.000%	397,175	4,407,175	
09/30/2025					4,804,350
02/15/2026			296,925	296,925	
08/15/2026	4,210,000	3.500%	296,925	4,506,925	
09/30/2026					4,803,850
02/15/2027			223,250	223,250	
08/15/2027	4,355,000	5.000%	223,250	4,578,250	
09/30/2027					4,801,500
02/15/2028			114,375	114,375	
08/15/2028	4,575,000	5.000%	114,375	4,689,375	
09/30/2028					4,803,750
	31,435,000		6,991,200	38,426,200	38,426,200

**SAVINGS**

**CITY OF GRAND ISLAND, NEBRASKA**

**COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B**

**Full Advance Refunding of Series 2017 Water Bonds**

**Assumes Aa3 Rating**

**10-Year Call, No DSRF, 2037 Final Maturity, Level Debt Service**

**[ Preliminary -- for discussion only ]**

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Refunding Receipts	Refunding Net Cash Flow	Savings	Annual Savings	Present Value to 11/13/2020 @ 1.8703848%
11/13/2020		403,402.50	-403,402.50		-15.92	15.92	-403,418.42		-403,418.42
02/15/2021				25,787.77		25,787.77	-25,787.77		-25,665.37
03/15/2021	403,402.50		403,402.50				403,402.50		400,865.42
08/15/2021				420,454.33		420,454.33	-420,454.33		-414,581.57
09/15/2021	90,302.50		90,302.50				90,302.50		88,903.15
09/30/2021								-355,955.52	
02/15/2022				49,507.13		49,507.13	-49,507.13		-48,363.34
03/15/2022	410,302.50		410,302.50				410,302.50		400,201.71
08/15/2022				399,507.13		399,507.13	-399,507.13		-386,661.08
09/15/2022	87,102.50		87,102.50				87,102.50		84,171.06
09/30/2022								48,390.74	
02/15/2023				48,560.38		48,560.38	-48,560.38		-46,563.48
03/15/2023	412,102.50		412,102.50				412,102.50		394,543.41
08/15/2023				398,560.38		398,560.38	-398,560.38		-378,629.83
09/15/2023	83,852.50		83,852.50				83,852.50		79,535.85
09/30/2023								48,834.24	
02/15/2024				47,484.13		47,484.13	-47,484.13		-44,691.67
03/15/2024	413,852.50		413,852.50				413,852.50		388,910.71
08/15/2024				397,484.13		397,484.13	-397,484.13		-370,642.54
09/15/2024	80,387.50		80,387.50				80,387.50		74,842.83
09/30/2024								49,271.74	
02/15/2025				46,047.38		46,047.38	-46,047.38		-42,540.03
03/15/2025	420,387.50		420,387.50				420,387.50		387,765.24
08/15/2025				401,047.38		401,047.38	-401,047.38		-367,067.49
09/15/2025	76,562.50		76,562.50				76,562.50		69,966.89
09/30/2025								49,855.24	
02/15/2026				44,412.60		44,412.60	-44,412.60		-40,272.99
03/15/2026	421,562.50		421,562.50				421,562.50		381,676.86
08/15/2026				404,412.60		404,412.60	-404,412.60		-363,320.32
09/15/2026	72,508.75		72,508.75				72,508.75		65,040.17
09/30/2026								45,246.05	
02/15/2027				42,223.80		42,223.80	-42,223.80		-37,581.98
03/15/2027	427,508.75		427,508.75				427,508.75		379,921.29
08/15/2027				402,223.80		402,223.80	-402,223.80		-354,688.86
09/15/2027	68,160.00		68,160.00				68,160.00		60,011.65
09/30/2027								51,221.15	
02/15/2028				39,783.00		39,783.00	-39,783.00		-34,756.39
03/15/2028	433,160.00		433,160.00				433,160.00		377,843.31
08/15/2028				404,783.00		404,783.00	-404,783.00		-350,361.85
09/15/2028	63,506.25		63,506.25				63,506.25		54,882.92
09/30/2028								52,100.25	
02/15/2029				36,826.50		36,826.50	-36,826.50		-31,580.02
03/15/2029	438,506.25		438,506.25				438,506.25		375,451.59
08/15/2029				411,826.50		411,826.50	-411,826.50		-349,883.62
09/15/2029	57,881.25		57,881.25				57,881.25		49,099.09
09/30/2029								47,734.50	
02/15/2030				33,639.00		33,639.00	-33,639.00		-28,314.56
03/15/2030	442,881.25		442,881.25				442,881.25		372,203.31
08/15/2030				413,639.00		413,639.00	-413,639.00		-344,941.59
09/15/2030	52,106.25		52,106.25				52,106.25		43,385.05
09/30/2030								47,709.50	
02/15/2031				30,352.00		30,352.00	-30,352.00		-25,076.61
03/15/2031	452,106.25		452,106.25				452,106.25		372,947.94
08/15/2031				415,352.00		415,352.00	-415,352.00		-339,981.40
09/15/2031	46,106.25		46,106.25				46,106.25		37,681.21
09/30/2031								52,508.50	
02/15/2032				26,733.00		26,733.00	-26,733.00		-21,679.23
03/15/2032	456,106.25		456,106.25				456,106.25		369,307.81
08/15/2032				421,733.00		421,733.00	-421,733.00		-338,837.30
09/15/2032	38,931.25		38,931.25				38,931.25		31,230.45
09/30/2032								46,571.50	
02/15/2033				22,822.50		22,822.50	-22,822.50		-18,166.62
03/15/2033	463,931.25		463,931.25				463,931.25		368,715.05
08/15/2033				422,822.50		422,822.50	-422,822.50		-333,446.75
09/15/2033	31,493.75		31,493.75				31,493.75		24,798.13
09/30/2033								49,780.00	
02/15/2034				18,762.50		18,762.50	-18,762.50		-14,659.41
03/15/2034	471,493.75		471,493.75				471,493.75		367,813.74
08/15/2034				428,762.50		428,762.50	-428,762.50		-331,894.43
09/15/2034	23,793.75		23,793.75				23,793.75		18,389.60

**SAVINGS**

**CITY OF GRAND ISLAND, NEBRASKA  
COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B  
Full Advance Refunding of Series 2017 Water Bonds  
Assumes Aa3 Rating  
10-Year Call, No DSRF, 2037 Final Maturity, Level Debt Service  
[ Preliminary -- for discussion only ]**

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Refunding Receipts	Refunding Net Cash Flow	Savings	Annual Savings	Present Value to 11/13/2020 @ 1.8703848%
09/30/2034								47,762.50	
02/15/2035				14,498.50		14,498.50	-14,498.50		-11,118.95
03/15/2035	478,793.75		478,793.75				478,793.75		366,619.24
08/15/2035				429,498.50		429,498.50	-429,498.50		-326,331.94
09/15/2035	16,115.63		16,115.63				16,115.63		12,225.64
09/30/2035								50,912.38	
02/15/2036				9,912.75		9,912.75	-9,912.75		-7,461.90
03/15/2036	486,115.63		486,115.63				486,115.63		365,360.12
08/15/2036				434,912.75		434,912.75	-434,912.75		-324,350.70
09/15/2036	8,184.38		8,184.38				8,184.38		6,094.31
09/30/2036								49,474.51	
02/15/2037				5,067.75		5,067.75	-5,067.75		-3,744.43
03/15/2037	493,184.38		493,184.38				493,184.38		363,835.97
08/15/2037				440,067.75		440,067.75	-440,067.75		-322,141.75
09/30/2037								48,048.88	
	8,422,392.52	403,402.50	8,018,990.02	7,589,507.94	-15.92	7,589,523.86	429,466.16	429,466.16	350,822.33

**Savings Summary**

PV of savings from cash flow	350,822.33
Net PV Savings	<u>350,822.33</u>

**SOURCES AND USES OF FUNDS**

**CITY OF GRAND ISLAND, NEBRASKA  
COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B  
Full Advance Refunding of Series 2017 Water Bonds  
Assumes Aa3 Rating  
10-Year Call, No DSRF, 2037 Final Maturity, Level Debt Service  
[ Preliminary -- for discussion only ]**

Dated Date 11/13/2020  
Delivery Date 11/13/2020

**Sources:**

<hr/>	
Bond Proceeds:	
Par Amount	6,480,000.00
Other Sources of Funds:	
Ser. 2017 P&I Pmt due 3/15/21	403,402.50
	<hr/>
	6,883,402.50
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**Uses:**

<hr/>	
Refunding Escrow Deposits:	
Cash Deposit	0.75
Securities Purchases	6,820,415.00
	<hr/>
	6,820,415.75
Cost of Issuance:	
Municipal Advisor	19,440.00
Costs of Issuance	9,720.00
Paying Agent	71.31
Escrow Agent	142.62
Escrow Verification	380.31
Rating Fee (est'd, pro-rated 70%)	3,826.87
CUSIP	90.42
DTC	76.06
Bond Call Fees	95.08
	<hr/>
	33,842.67
Delivery Date Expenses:	
Underwriter's Discount	29,160.00
Other Uses of Funds:	
Rounding Amount	-15.92
	<hr/>
	6,883,402.50
	<hr/> <hr/>

**SUMMARY OF REFUNDING RESULTS**

**CITY OF GRAND ISLAND, NEBRASKA  
COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B  
Full Advance Refunding of Series 2017 Water Bonds  
Assumes Aa3 Rating  
10-Year Call, No DSRF, 2037 Final Maturity, Level Debt Service  
[ Preliminary -- for discussion only ]**

Dated Date	11/13/2020
Delivery Date	11/13/2020
Arbitrage yield	1.870385%
Escrow yield	0.129615%
Value of Negative Arbitrage	162,271.49
Bond Par Amount	6,480,000.00
True Interest Cost	1.925513%
Net Interest Cost	1.886245%
All-In TIC	1.989937%
Average Coupon	1.886245%
Average Life	9.077
Weighted Average Maturity	9.077
Par amount of refunded bonds	6,535,000.00
Average coupon of refunded bonds	3.152253%
Average life of refunded bonds	9.016
Remaining weighted average maturity of refunded bonds	8.982
PV of prior debt to 11/13/2020 @ 1.870385%	7,234,240.75
Net PV Savings	350,822.33
Percentage savings of refunded bonds	5.368360%



**SAVINGS**

**CITY OF GRAND ISLAND, NEBRASKA**

**COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B**

**Full Advance Refunding of Series 2017 Water Bonds**

**Assumes Aa3 Rating**

**10-Year Call, No DSRF, 2037 Final Maturity, Level Debt Service**

**[ Preliminary -- for discussion only ]**

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Refunding Receipts	Refunding Net Cash Flow	Savings	Annual Savings	Present Value to 11/13/2020 @ 1.8703848%
11/13/2020		403,402.50	-403,402.50		-15.92	15.92	-403,418.42		-403,418.42
02/15/2021				25,787.77		25,787.77	-25,787.77		-25,665.37
03/15/2021	403,402.50		403,402.50				403,402.50		400,865.42
08/15/2021				420,454.33		420,454.33	-420,454.33		-414,581.57
09/15/2021	90,302.50		90,302.50				90,302.50		88,903.15
09/30/2021								-355,955.52	
02/15/2022				49,507.13		49,507.13	-49,507.13		-48,363.34
03/15/2022	410,302.50		410,302.50				410,302.50		400,201.71
08/15/2022				399,507.13		399,507.13	-399,507.13		-386,661.08
09/15/2022	87,102.50		87,102.50				87,102.50		84,171.06
09/30/2022								48,390.74	
02/15/2023				48,560.38		48,560.38	-48,560.38		-46,563.48
03/15/2023	412,102.50		412,102.50				412,102.50		394,543.41
08/15/2023				398,560.38		398,560.38	-398,560.38		-378,629.83
09/15/2023	83,852.50		83,852.50				83,852.50		79,535.85
09/30/2023								48,834.24	
02/15/2024				47,484.13		47,484.13	-47,484.13		-44,691.67
03/15/2024	413,852.50		413,852.50				413,852.50		388,910.71
08/15/2024				397,484.13		397,484.13	-397,484.13		-370,642.54
09/15/2024	80,387.50		80,387.50				80,387.50		74,842.83
09/30/2024								49,271.74	
02/15/2025				46,047.38		46,047.38	-46,047.38		-42,540.03
03/15/2025	420,387.50		420,387.50				420,387.50		387,765.24
08/15/2025				401,047.38		401,047.38	-401,047.38		-367,067.49
09/15/2025	76,562.50		76,562.50				76,562.50		69,966.89
09/30/2025								49,855.24	
02/15/2026				44,412.60		44,412.60	-44,412.60		-40,272.99
03/15/2026	421,562.50		421,562.50				421,562.50		381,676.86
08/15/2026				404,412.60		404,412.60	-404,412.60		-363,320.32
09/15/2026	72,508.75		72,508.75				72,508.75		65,040.17
09/30/2026								45,246.05	
02/15/2027				42,223.80		42,223.80	-42,223.80		-37,581.98
03/15/2027	427,508.75		427,508.75				427,508.75		379,921.29
08/15/2027				402,223.80		402,223.80	-402,223.80		-354,688.86
09/15/2027	68,160.00		68,160.00				68,160.00		60,011.65
09/30/2027								51,221.15	
02/15/2028				39,783.00		39,783.00	-39,783.00		-34,756.39
03/15/2028	433,160.00		433,160.00				433,160.00		377,843.31
08/15/2028				404,783.00		404,783.00	-404,783.00		-350,361.85
09/15/2028	63,506.25		63,506.25				63,506.25		54,882.92
09/30/2028								52,100.25	
02/15/2029				36,826.50		36,826.50	-36,826.50		-31,580.02
03/15/2029	438,506.25		438,506.25				438,506.25		375,451.59
08/15/2029				411,826.50		411,826.50	-411,826.50		-349,883.62
09/15/2029	57,881.25		57,881.25				57,881.25		49,099.09
09/30/2029								47,734.50	
02/15/2030				33,639.00		33,639.00	-33,639.00		-28,314.56
03/15/2030	442,881.25		442,881.25				442,881.25		372,203.31
08/15/2030				413,639.00		413,639.00	-413,639.00		-344,941.59
09/15/2030	52,106.25		52,106.25				52,106.25		43,385.05
09/30/2030								47,709.50	
02/15/2031				30,352.00		30,352.00	-30,352.00		-25,076.61
03/15/2031	452,106.25		452,106.25				452,106.25		372,947.94
08/15/2031				415,352.00		415,352.00	-415,352.00		-339,981.40
09/15/2031	46,106.25		46,106.25				46,106.25		37,681.21
09/30/2031								52,508.50	
02/15/2032				26,733.00		26,733.00	-26,733.00		-21,679.23
03/15/2032	456,106.25		456,106.25				456,106.25		369,307.81
08/15/2032				421,733.00		421,733.00	-421,733.00		-338,837.30
09/15/2032	38,931.25		38,931.25				38,931.25		31,230.45
09/30/2032								46,571.50	
02/15/2033				22,822.50		22,822.50	-22,822.50		-18,166.62
03/15/2033	463,931.25		463,931.25				463,931.25		368,715.05
08/15/2033				422,822.50		422,822.50	-422,822.50		-333,446.75
09/15/2033	31,493.75		31,493.75				31,493.75		24,798.13
09/30/2033								49,780.00	
02/15/2034				18,762.50		18,762.50	-18,762.50		-14,659.41
03/15/2034	471,493.75		471,493.75				471,493.75		367,813.74
08/15/2034				428,762.50		428,762.50	-428,762.50		-331,894.43
09/15/2034	23,793.75		23,793.75				23,793.75		18,389.60

**SAVINGS**  
**CITY OF GRAND ISLAND, NEBRASKA**  
**COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B**  
**Full Advance Refunding of Series 2017 Water Bonds**  
**Assumes Aa3 Rating**  
**10-Year Call, No DSRF, 2037 Final Maturity, Level Debt Service**  
**[ Preliminary -- for discussion only ]**

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Refunding Receipts	Refunding Net Cash Flow	Savings	Annual Savings	Present Value to 11/13/2020 @ 1.8703848%
09/30/2034								47,762.50	
02/15/2035				14,498.50		14,498.50	-14,498.50		-11,118.95
03/15/2035	478,793.75		478,793.75				478,793.75		366,619.24
08/15/2035				429,498.50		429,498.50	-429,498.50		-326,331.94
09/15/2035	16,115.63		16,115.63				16,115.63		12,225.64
09/30/2035								50,912.38	
02/15/2036				9,912.75		9,912.75	-9,912.75		-7,461.90
03/15/2036	486,115.63		486,115.63				486,115.63		365,360.12
08/15/2036				434,912.75		434,912.75	-434,912.75		-324,350.70
09/15/2036	8,184.38		8,184.38				8,184.38		6,094.31
09/30/2036								49,474.51	
02/15/2037				5,067.75		5,067.75	-5,067.75		-3,744.43
03/15/2037	493,184.38		493,184.38				493,184.38		363,835.97
08/15/2037				440,067.75		440,067.75	-440,067.75		-322,141.75
09/30/2037								48,048.88	
	8,422,392.52	403,402.50	8,018,990.02	7,589,507.94	-15.92	7,589,523.86	429,466.16	429,466.16	350,822.33

**Savings Summary**

PV of savings from cash flow	350,822.33
Net PV Savings	<u>350,822.33</u>

**BOND DEBT SERVICE**

**CITY OF GRAND ISLAND, NEBRASKA**  
**COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B**  
**Full Advance Refunding of Series 2017 Water Bonds**  
**Assumes Aa3 Rating**  
**10-Year Call, No DSRF, 2037 Final Maturity, Level Debt Service**  
**[ Preliminary -- for discussion only ]**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/15/2021			25,787.77	25,787.77	
08/15/2021	370,000	0.512%	50,454.33	420,454.33	
09/30/2021					446,242.10
02/15/2022			49,507.13	49,507.13	
08/15/2022	350,000	0.541%	49,507.13	399,507.13	
09/30/2022					449,014.26
02/15/2023			48,560.38	48,560.38	
08/15/2023	350,000	0.615%	48,560.38	398,560.38	
09/30/2023					447,120.76
02/15/2024			47,484.13	47,484.13	
08/15/2024	350,000	0.821%	47,484.13	397,484.13	
09/30/2024					444,968.26
02/15/2025			46,047.38	46,047.38	
08/15/2025	355,000	0.921%	46,047.38	401,047.38	
09/30/2025					447,094.76
02/15/2026			44,412.60	44,412.60	
08/15/2026	360,000	1.216%	44,412.60	404,412.60	
09/30/2026					448,825.20
02/15/2027			42,223.80	42,223.80	
08/15/2027	360,000	1.356%	42,223.80	402,223.80	
09/30/2027					444,447.60
02/15/2028			39,783.00	39,783.00	
08/15/2028	365,000	1.620%	39,783.00	404,783.00	
09/30/2028					444,566.00
02/15/2029			36,826.50	36,826.50	
08/15/2029	375,000	1.700%	36,826.50	411,826.50	
09/30/2029					448,653.00
02/15/2030			33,639.00	33,639.00	
08/15/2030	380,000	1.730%	33,639.00	413,639.00	
09/30/2030					447,278.00
02/15/2031			30,352.00	30,352.00	
08/15/2031	385,000	1.880%	30,352.00	415,352.00	
09/30/2031					445,704.00
02/15/2032			26,733.00	26,733.00	
08/15/2032	395,000	1.980%	26,733.00	421,733.00	
09/30/2032					448,466.00
02/15/2033			22,822.50	22,822.50	
08/15/2033	400,000	2.030%	22,822.50	422,822.50	
09/30/2033					445,645.00
02/15/2034			18,762.50	18,762.50	
08/15/2034	410,000	2.080%	18,762.50	428,762.50	
09/30/2034					447,525.00
02/15/2035			14,498.50	14,498.50	
08/15/2035	415,000	2.210%	14,498.50	429,498.50	
09/30/2035					443,997.00
02/15/2036			9,912.75	9,912.75	
08/15/2036	425,000	2.280%	9,912.75	434,912.75	
09/30/2036					444,825.50
02/15/2037			5,067.75	5,067.75	
08/15/2037	435,000	2.330%	5,067.75	440,067.75	
09/30/2037					445,135.50
	6,480,000		1,109,507.94	7,589,507.94	7,589,507.94

**SUMMARY OF BONDS REFUNDED**

**CITY OF GRAND ISLAND, NEBRASKA  
COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B  
Full Advance Refunding of Series 2017 Water Bonds  
Assumes Aa3 Rating  
10-Year Call, No DSRF, 2037 Final Maturity, Level Debt Service  
[ Preliminary -- for discussion only ]**

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Ser 2017 Wtr Revs, BQ A+ Rtd P&C Refg of 12s + New (callable 5/4/22, mat 3/15/37):					
SERIAL	03/15/2021	2.000%	310,000.00		
	03/15/2022	2.000%	320,000.00		
	03/15/2023	2.000%	325,000.00	05/04/2022	100.000
	03/15/2024	2.100%	330,000.00	05/04/2022	100.000
	03/15/2025	2.250%	340,000.00	05/04/2022	100.000
	03/15/2026	2.350%	345,000.00	05/04/2022	100.000
	03/15/2027	2.450%	355,000.00	05/04/2022	100.000
	03/15/2028	2.550%	365,000.00	05/04/2022	100.000
TERM31	03/15/2029	3.000%	375,000.00	05/04/2022	100.000
	03/15/2030	3.000%	385,000.00	05/04/2022	100.000
	03/15/2031	3.000%	400,000.00	05/04/2022	100.000
TERM34	03/15/2032	3.500%	410,000.00	05/04/2022	100.000
	03/15/2033	3.500%	425,000.00	05/04/2022	100.000
TERM37	03/15/2034	3.500%	440,000.00	05/04/2022	100.000
	03/15/2035	3.375%	455,000.00	05/04/2022	100.000
	03/15/2036	3.375%	470,000.00	05/04/2022	100.000
	03/15/2037	3.375%	485,000.00	05/04/2022	100.000
			6,535,000.00		

**ESCROW REQUIREMENTS**

**CITY OF GRAND ISLAND, NEBRASKA  
COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B  
Full Advance Refunding of Series 2017 Water Bonds  
Assumes Aa3 Rating  
10-Year Call, No DSRF, 2037 Final Maturity, Level Debt Service  
[ Preliminary -- for discussion only ]**

Dated Date 11/13/2020  
Delivery Date 11/13/2020

<b>Period Ending</b>	<b>Principal</b>	<b>Interest</b>	<b>Principal Redeemed</b>	<b>Total</b>
03/15/2021	310,000.00	93,402.50		403,402.50
09/15/2021		90,302.50		90,302.50
03/15/2022	320,000.00	90,302.50		410,302.50
05/04/2022		23,711.24	5,905,000.00	5,928,711.24
	630,000.00	297,718.74	5,905,000.00	6,832,718.74

**PRIOR BOND DEBT SERVICE**

**CITY OF GRAND ISLAND, NEBRASKA**  
**COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B**  
**Full Advance Refunding of Series 2017 Water Bonds**  
**Assumes Aa3 Rating**  
**10-Year Call, No DSRF, 2037 Final Maturity, Level Debt Service**  
**[ Preliminary -- for discussion only ]**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/15/2021	310,000	2.000%	93,402.50	403,402.50	
09/15/2021			90,302.50	90,302.50	
09/30/2021					493,705.00
03/15/2022	320,000	2.000%	90,302.50	410,302.50	
09/15/2022			87,102.50	87,102.50	
09/30/2022					497,405.00
03/15/2023	325,000	2.000%	87,102.50	412,102.50	
09/15/2023			83,852.50	83,852.50	
09/30/2023					495,955.00
03/15/2024	330,000	2.100%	83,852.50	413,852.50	
09/15/2024			80,387.50	80,387.50	
09/30/2024					494,240.00
03/15/2025	340,000	2.250%	80,387.50	420,387.50	
09/15/2025			76,562.50	76,562.50	
09/30/2025					496,950.00
03/15/2026	345,000	2.350%	76,562.50	421,562.50	
09/15/2026			72,508.75	72,508.75	
09/30/2026					494,071.25
03/15/2027	355,000	2.450%	72,508.75	427,508.75	
09/15/2027			68,160.00	68,160.00	
09/30/2027					495,668.75
03/15/2028	365,000	2.550%	68,160.00	433,160.00	
09/15/2028			63,506.25	63,506.25	
09/30/2028					496,666.25
03/15/2029	375,000	3.000%	63,506.25	438,506.25	
09/15/2029			57,881.25	57,881.25	
09/30/2029					496,387.50
03/15/2030	385,000	3.000%	57,881.25	442,881.25	
09/15/2030			52,106.25	52,106.25	
09/30/2030					494,987.50
03/15/2031	400,000	3.000%	52,106.25	452,106.25	
09/15/2031			46,106.25	46,106.25	
09/30/2031					498,212.50
03/15/2032	410,000	3.500%	46,106.25	456,106.25	
09/15/2032			38,931.25	38,931.25	
09/30/2032					495,037.50
03/15/2033	425,000	3.500%	38,931.25	463,931.25	
09/15/2033			31,493.75	31,493.75	
09/30/2033					495,425.00
03/15/2034	440,000	3.500%	31,493.75	471,493.75	
09/15/2034			23,793.75	23,793.75	
09/30/2034					495,287.50
03/15/2035	455,000	3.375%	23,793.75	478,793.75	
09/15/2035			16,115.63	16,115.63	
09/30/2035					494,909.38
03/15/2036	470,000	3.375%	16,115.63	486,115.63	
09/15/2036			8,184.38	8,184.38	
09/30/2036					494,300.01
03/15/2037	485,000	3.375%	8,184.38	493,184.38	
09/30/2037					493,184.38
	6,535,000		1,887,392.52	8,422,392.52	8,422,392.52

**SAVINGS**

**CITY OF GRAND ISLAND, NEBRASKA**

**COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B**

**Full Advance Refunding of Series 2013 Sewer Bonds**

**Assumes Aa3 Rating**

**10-Year Call, No DSRF, 2038 Final Maturity, Level Debt Service**

**[ Preliminary -- for discussion only ]**

Date	Prior Debt Service	Refunding Debt Service	Refunding Receipts	Refunding Net Cash Flow	Savings	Annual Savings	Present Value to 11/13/2020 @ 1.9288995%
11/13/2020			1,260.06	-1,260.06	1,260.06		1,260.06
02/15/2021		127,153.28		127,153.28	-127,153.28		-126,531.02
03/15/2021	739,225.00				739,225.00		734,431.58
08/15/2021		1,673,778.15		1,673,778.15	-1,673,778.15		-1,649,676.75
09/15/2021	1,774,225.00				1,774,225.00		1,745,882.08
09/30/2021						713,778.63	
02/15/2022		245,130.15		245,130.15	-245,130.15		-239,292.57
03/15/2022	718,525.00				718,525.00		700,292.72
08/15/2022		1,800,130.15		1,800,130.15	-1,800,130.15		-1,740,475.44
09/15/2022	1,693,525.00				1,693,525.00		1,634,785.81
09/30/2022						366,789.70	
02/15/2023		240,923.88		240,923.88	-240,923.88		-230,714.75
03/15/2023	694,150.00				694,150.00		663,672.91
08/15/2023		1,800,923.88		1,800,923.88	-1,800,923.88		-1,708,135.76
09/15/2023	1,824,150.00				1,824,150.00		1,727,399.65
09/30/2023						476,452.24	
02/15/2024		236,126.88		236,126.88	-236,126.88		-221,821.67
03/15/2024	671,550.00				671,550.00		629,857.28
08/15/2024		1,806,126.88		1,806,126.88	-1,806,126.88		-1,680,499.23
09/15/2024	1,846,550.00				1,846,550.00		1,715,364.38
09/30/2024						475,846.24	
02/15/2025		229,682.03		229,682.03	-229,682.03		-211,664.78
03/15/2025	642,175.00				642,175.00		590,854.06
08/15/2025		1,814,682.03		1,814,682.03	-1,814,682.03		-1,656,355.81
09/15/2025	1,877,175.00				1,877,175.00		1,710,657.68
09/30/2025						474,985.94	
02/15/2026		222,383.10		222,383.10	-222,383.10		-201,041.81
03/15/2026	611,300.00				611,300.00		551,752.44
08/15/2026		1,822,383.10		1,822,383.10	-1,822,383.10		-1,631,758.22
09/15/2026	1,906,300.00				1,906,300.00		1,704,168.89
09/30/2026						472,833.80	
02/15/2027		212,655.10		212,655.10	-212,655.10		-188,592.08
03/15/2027	578,925.00				578,925.00		512,595.99
08/15/2027		1,832,655.10		1,832,655.10	-1,832,655.10		-1,609,755.45
09/15/2027	1,938,925.00				1,938,925.00		1,700,377.81
09/30/2027						472,539.80	
02/15/2028		201,671.50		201,671.50	-201,671.50		-175,450.74
03/15/2028	544,925.00				544,925.00		473,317.62
08/15/2028		1,841,671.50		1,841,671.50	-1,841,671.50		-1,586,917.57
09/15/2028	1,974,925.00				1,974,925.00		1,699,018.31
09/30/2028						476,507.00	
02/15/2029		188,387.50		188,387.50	-188,387.50		-160,777.70
03/15/2029	509,175.00				509,175.00		433,856.43
08/15/2029		1,853,387.50		1,853,387.50	-1,853,387.50		-1,566,648.13
09/15/2029	2,009,175.00				2,009,175.00		1,695,618.92
09/30/2029						476,575.00	
02/15/2030		174,235.00		174,235.00	-174,235.00		-145,872.07
03/15/2030	469,800.00				469,800.00		392,694.68
08/15/2030		1,869,235.00		1,869,235.00	-1,869,235.00		-1,550,001.69
09/15/2030	2,049,800.00				2,049,800.00		1,697,012.38
09/30/2030						476,130.00	
02/15/2031		159,573.25		159,573.25	-159,573.25		-131,056.90
03/15/2031	428,325.00				428,325.00		351,219.37
08/15/2031		1,884,573.25		1,884,573.25	-1,884,573.25		-1,533,007.66
09/15/2031	2,093,325.00				2,093,325.00		1,700,095.10
09/30/2031						477,503.50	
02/15/2032		143,358.25		143,358.25	-143,358.25		-115,500.94
03/15/2032	384,618.75				384,618.75		309,384.48
08/15/2032		1,898,358.25		1,898,358.25	-1,898,358.25		-1,514,860.05
09/15/2032	2,134,618.75				2,134,618.75		1,700,669.45
09/30/2032						477,521.00	
02/15/2033		125,983.75		125,983.75	-125,983.75		-99,572.72
03/15/2033	338,681.25				338,681.25		267,252.80
08/15/2033		1,915,983.75		1,915,983.75	-1,915,983.75		-1,499,854.72
09/15/2033	2,183,681.25				2,183,681.25		1,706,679.10
09/30/2033						480,395.00	
02/15/2034		107,815.25		107,815.25	-107,815.25		-83,592.84
03/15/2034	290,250.00				290,250.00		224,681.01
08/15/2034		1,937,815.25		1,937,815.25	-1,937,815.25		-1,488,102.26
09/15/2034	2,230,250.00				2,230,250.00		1,709,933.45

**SAVINGS**

**CITY OF GRAND ISLAND, NEBRASKA  
COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B  
Full Advance Refunding of Series 2013 Sewer Bonds  
Assumes Aa3 Rating  
10-Year Call, No DSRF, 2038 Final Maturity, Level Debt Service  
[ Preliminary -- for discussion only ]**

Date	Prior Debt Service	Refunding Debt Service	Refunding Receipts	Refunding Net Cash Flow	Savings	Annual Savings	Present Value to 11/13/2020 @ 1.9288995%
09/30/2034						474,869.50	
02/15/2035		88,783.25		88,783.25	-88,783.25		-67,527.86
03/15/2035	238,112.50				238,112.50		180,817.05
08/15/2035		1,953,783.25		1,953,783.25	-1,953,783.25		-1,471,837.36
09/15/2035	2,283,112.50				2,283,112.50		1,717,180.73
09/30/2035						478,658.50	
02/15/2036		68,175.00		68,175.00	-68,175.00		-50,867.47
03/15/2036	183,153.13				183,153.13		136,437.75
08/15/2036		1,973,175.00		1,973,175.00	-1,973,175.00		-1,458,183.16
09/15/2036	2,338,153.13				2,338,153.13		1,725,141.32
09/30/2036						479,956.26	
02/15/2037		46,458.00		46,458.00	-46,458.00		-34,004.67
03/15/2037	125,237.50				125,237.50		91,520.34
08/15/2037		1,996,458.00		1,996,458.00	-1,996,458.00		-1,447,337.08
09/15/2037	2,395,237.50				2,395,237.50		1,733,657.67
09/30/2037						477,559.00	
02/15/2038		23,740.50		23,740.50	-23,740.50		-17,046.33
03/15/2038	64,231.25				64,231.25		46,046.08
08/15/2038		2,018,740.50		2,018,740.50	-2,018,740.50		-1,435,664.76
09/15/2038	2,454,231.25				2,454,231.25		1,742,582.22
09/30/2038						475,981.50	
	45,239,718.76	36,536,096.21	1,260.06	36,534,836.15	8,704,882.61	8,704,882.61	7,328,169.58

**Savings Summary**

PV of savings from cash flow	7,328,169.58
Less: Prior funds on hand	-2,506,000.00
Net PV Savings	4,822,169.58



## SOURCES AND USES OF FUNDS

**CITY OF GRAND ISLAND, NEBRASKA**  
**COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B**  
**Full Advance Refunding of Series 2013 Sewer Bonds**  
**Assumes Aa3 Rating**  
**10-Year Call, No DSRF, 2038 Final Maturity, Level Debt Service**  
**[ Preliminary -- for discussion only ]**

Dated Date	11/13/2020
Delivery Date	11/13/2020

**Sources:**

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Bond Proceeds:	
Par Amount	30,730,000.00
Other Sources of Funds:	
Ser. 2013 DSRF	2,506,000.00
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	33,236,000.00
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**Uses:**

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Refunding Escrow Deposits:	
Cash Deposit	0.46
Securities Purchases	32,935,963.00
	32,935,963.46
Cost of Issuance:	
Municipal Advisor	92,190.00
Costs of Issuance	46,095.00
Paying Agent	338.16
Escrow Agent	676.32
Escrow Verification	1,803.54
Rating Fee (est'd, pro-rated 70%)	18,148.08
CUSIP	428.79
DTC	360.71
Bond Call Fees	450.88
	160,491.48
Delivery Date Expenses:	
Underwriter's Discount	138,285.00
Other Uses of Funds:	
Rounding Amount	1,260.06
<hr/>	
	33,236,000.00
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**SUMMARY OF REFUNDING RESULTS**

**CITY OF GRAND ISLAND, NEBRASKA  
COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B  
Full Advance Refunding of Series 2013 Sewer Bonds  
Assumes Aa3 Rating  
10-Year Call, No DSRF, 2038 Final Maturity, Level Debt Service  
[ Preliminary -- for discussion only ]**

Dated Date	11/13/2020
Delivery Date	11/13/2020
Arbitrage yield	1.928900%
Escrow yield	0.176285%
Value of Negative Arbitrage	1,448,673.28
Bond Par Amount	30,730,000.00
True Interest Cost	1.980936%
Net Interest Cost	1.946113%
All-In TIC	2.041744%
Average Coupon	1.946113%
Average Life	9.709
Weighted Average Maturity	9.709
Par amount of refunded bonds	28,775,000.00
Average coupon of refunded bonds	5.270593%
Average life of refunded bonds	10.699
Remaining weighted average maturity of refunded bonds	10.612
PV of prior debt to 11/13/2020 @ 1.928900%	38,056,909.52
Net PV Savings	4,822,169.58
Percentage savings of refunded bonds	16.758191%

**SAVINGS**

**CITY OF GRAND ISLAND, NEBRASKA  
COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B  
Full Advance Refunding of Series 2013 Sewer Bonds  
Assumes Aa3 Rating  
10-Year Call, No DSRF, 2038 Final Maturity, Level Debt Service  
[ Preliminary -- for discussion only ]**

Date	Prior Debt Service	Refunding Debt Service	Refunding Receipts	Refunding Net Cash Flow	Savings	Annual Savings	Present Value to 11/13/2020 @ 1.9288995%
11/13/2020			1,260.06	-1,260.06	1,260.06		1,260.06
02/15/2021		127,153.28		127,153.28	-127,153.28		-126,531.02
03/15/2021	739,225.00				739,225.00		734,431.58
08/15/2021		1,673,778.15		1,673,778.15	-1,673,778.15		-1,649,676.75
09/15/2021	1,774,225.00				1,774,225.00		1,745,882.08
09/30/2021						713,778.63	
02/15/2022		245,130.15		245,130.15	-245,130.15		-239,292.57
03/15/2022	718,525.00				718,525.00		700,292.72
08/15/2022		1,800,130.15		1,800,130.15	-1,800,130.15		-1,740,475.44
09/15/2022	1,693,525.00				1,693,525.00		1,634,785.81
09/30/2022						366,789.70	
02/15/2023		240,923.88		240,923.88	-240,923.88		-230,714.75
03/15/2023	694,150.00				694,150.00		663,672.91
08/15/2023		1,800,923.88		1,800,923.88	-1,800,923.88		-1,708,135.76
09/15/2023	1,824,150.00				1,824,150.00		1,727,399.65
09/30/2023						476,452.24	
02/15/2024		236,126.88		236,126.88	-236,126.88		-221,821.67
03/15/2024	671,550.00				671,550.00		629,857.28
08/15/2024		1,806,126.88		1,806,126.88	-1,806,126.88		-1,680,499.23
09/15/2024	1,846,550.00				1,846,550.00		1,715,364.38
09/30/2024						475,846.24	
02/15/2025		229,682.03		229,682.03	-229,682.03		-211,664.78
03/15/2025	642,175.00				642,175.00		590,854.06
08/15/2025		1,814,682.03		1,814,682.03	-1,814,682.03		-1,656,355.81
09/15/2025	1,877,175.00				1,877,175.00		1,710,657.68
09/30/2025						474,985.94	
02/15/2026		222,383.10		222,383.10	-222,383.10		-201,041.81
03/15/2026	611,300.00				611,300.00		551,752.44
08/15/2026		1,822,383.10		1,822,383.10	-1,822,383.10		-1,631,758.22
09/15/2026	1,906,300.00				1,906,300.00		1,704,168.89
09/30/2026						472,833.80	
02/15/2027		212,655.10		212,655.10	-212,655.10		-188,592.08
03/15/2027	578,925.00				578,925.00		512,595.99
08/15/2027		1,832,655.10		1,832,655.10	-1,832,655.10		-1,609,755.45
09/15/2027	1,938,925.00				1,938,925.00		1,700,377.81
09/30/2027						472,539.80	
02/15/2028		201,671.50		201,671.50	-201,671.50		-175,450.74
03/15/2028	544,925.00				544,925.00		473,317.62
08/15/2028		1,841,671.50		1,841,671.50	-1,841,671.50		-1,586,917.57
09/15/2028	1,974,925.00				1,974,925.00		1,699,018.31
09/30/2028						476,507.00	
02/15/2029		188,387.50		188,387.50	-188,387.50		-160,777.70
03/15/2029	509,175.00				509,175.00		433,856.43
08/15/2029		1,853,387.50		1,853,387.50	-1,853,387.50		-1,566,648.13
09/15/2029	2,009,175.00				2,009,175.00		1,695,618.92
09/30/2029						476,575.00	
02/15/2030		174,235.00		174,235.00	-174,235.00		-145,872.07
03/15/2030	469,800.00				469,800.00		392,694.68
08/15/2030		1,869,235.00		1,869,235.00	-1,869,235.00		-1,550,001.69
09/15/2030	2,049,800.00				2,049,800.00		1,697,012.38
09/30/2030						476,130.00	
02/15/2031		159,573.25		159,573.25	-159,573.25		-131,056.90
03/15/2031	428,325.00				428,325.00		351,219.37
08/15/2031		1,884,573.25		1,884,573.25	-1,884,573.25		-1,533,007.66
09/15/2031	2,093,325.00				2,093,325.00		1,700,095.10
09/30/2031						477,503.50	
02/15/2032		143,358.25		143,358.25	-143,358.25		-115,500.94
03/15/2032	384,618.75				384,618.75		309,384.48
08/15/2032		1,898,358.25		1,898,358.25	-1,898,358.25		-1,514,860.05
09/15/2032	2,134,618.75				2,134,618.75		1,700,669.45
09/30/2032						477,521.00	
02/15/2033		125,983.75		125,983.75	-125,983.75		-99,572.72
03/15/2033	338,681.25				338,681.25		267,252.80
08/15/2033		1,915,983.75		1,915,983.75	-1,915,983.75		-1,499,854.72
09/15/2033	2,183,681.25				2,183,681.25		1,706,679.10
09/30/2033						480,395.00	
02/15/2034		107,815.25		107,815.25	-107,815.25		-83,592.84
03/15/2034	290,250.00				290,250.00		224,681.01
08/15/2034		1,937,815.25		1,937,815.25	-1,937,815.25		-1,488,102.26
09/15/2034	2,230,250.00				2,230,250.00		1,709,933.45

## SAVINGS

**CITY OF GRAND ISLAND, NEBRASKA**  
**COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B**  
**Full Advance Refunding of Series 2013 Sewer Bonds**  
**Assumes Aa3 Rating**  
**10-Year Call, No DSRF, 2038 Final Maturity, Level Debt Service**  
**[ Preliminary -- for discussion only ]**

Date	Prior Debt Service	Refunding Debt Service	Refunding Receipts	Refunding Net Cash Flow	Savings	Annual Savings	Present Value to 11/13/2020 @ 1.9288995%
09/30/2034						474,869.50	
02/15/2035		88,783.25		88,783.25	-88,783.25		-67,527.86
03/15/2035	238,112.50				238,112.50		180,817.05
08/15/2035		1,953,783.25		1,953,783.25	-1,953,783.25		-1,471,837.36
09/15/2035	2,283,112.50				2,283,112.50		1,717,180.73
09/30/2035						478,658.50	
02/15/2036		68,175.00		68,175.00	-68,175.00		-50,867.47
03/15/2036	183,153.13				183,153.13		136,437.75
08/15/2036		1,973,175.00		1,973,175.00	-1,973,175.00		-1,458,183.16
09/15/2036	2,338,153.13				2,338,153.13		1,725,141.32
09/30/2036						479,956.26	
02/15/2037		46,458.00		46,458.00	-46,458.00		-34,004.67
03/15/2037	125,237.50				125,237.50		91,520.34
08/15/2037		1,996,458.00		1,996,458.00	-1,996,458.00		-1,447,337.08
09/15/2037	2,395,237.50				2,395,237.50		1,733,657.67
09/30/2037						477,559.00	
02/15/2038		23,740.50		23,740.50	-23,740.50		-17,046.33
03/15/2038	64,231.25				64,231.25		46,046.08
08/15/2038		2,018,740.50		2,018,740.50	-2,018,740.50		-1,435,664.76
09/15/2038	2,454,231.25				2,454,231.25		1,742,582.22
09/30/2038						475,981.50	
	45,239,718.76	36,536,096.21	1,260.06	36,534,836.15	8,704,882.61	8,704,882.61	7,328,169.58

### Savings Summary

PV of savings from cash flow	7,328,169.58
Less: Prior funds on hand	-2,506,000.00
Net PV Savings	4,822,169.58

## BOND DEBT SERVICE

**CITY OF GRAND ISLAND, NEBRASKA**  
**COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B**  
**Full Advance Refunding of Series 2013 Sewer Bonds**  
**Assumes Aa3 Rating**  
**10-Year Call, No DSRF, 2038 Final Maturity, Level Debt Service**  
**[ Preliminary -- for discussion only ]**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/15/2021			127,153.28	127,153.28	
08/15/2021	1,425,000	0.512%	248,778.15	1,673,778.15	
09/30/2021					1,800,931.43
02/15/2022			245,130.15	245,130.15	
08/15/2022	1,555,000	0.541%	245,130.15	1,800,130.15	
09/30/2022					2,045,260.30
02/15/2023			240,923.88	240,923.88	
08/15/2023	1,560,000	0.615%	240,923.88	1,800,923.88	
09/30/2023					2,041,847.76
02/15/2024			236,126.88	236,126.88	
08/15/2024	1,570,000	0.821%	236,126.88	1,806,126.88	
09/30/2024					2,042,253.76
02/15/2025			229,682.03	229,682.03	
08/15/2025	1,585,000	0.921%	229,682.03	1,814,682.03	
09/30/2025					2,044,364.06
02/15/2026			222,383.10	222,383.10	
08/15/2026	1,600,000	1.216%	222,383.10	1,822,383.10	
09/30/2026					2,044,766.20
02/15/2027			212,655.10	212,655.10	
08/15/2027	1,620,000	1.356%	212,655.10	1,832,655.10	
09/30/2027					2,045,310.20
02/15/2028			201,671.50	201,671.50	
08/15/2028	1,640,000	1.620%	201,671.50	1,841,671.50	
09/30/2028					2,043,343.00
02/15/2029			188,387.50	188,387.50	
08/15/2029	1,665,000	1.700%	188,387.50	1,853,387.50	
09/30/2029					2,041,775.00
02/15/2030			174,235.00	174,235.00	
08/15/2030	1,695,000	1.730%	174,235.00	1,869,235.00	
09/30/2030					2,043,470.00
02/15/2031			159,573.25	159,573.25	
08/15/2031	1,725,000	1.880%	159,573.25	1,884,573.25	
09/30/2031					2,044,146.50
02/15/2032			143,358.25	143,358.25	
08/15/2032	1,755,000	1.980%	143,358.25	1,898,358.25	
09/30/2032					2,041,716.50
02/15/2033			125,983.75	125,983.75	
08/15/2033	1,790,000	2.030%	125,983.75	1,915,983.75	
09/30/2033					2,041,967.50
02/15/2034			107,815.25	107,815.25	
08/15/2034	1,830,000	2.080%	107,815.25	1,937,815.25	
09/30/2034					2,045,630.50
02/15/2035			88,783.25	88,783.25	
08/15/2035	1,865,000	2.210%	88,783.25	1,953,783.25	
09/30/2035					2,042,566.50
02/15/2036			68,175.00	68,175.00	
08/15/2036	1,905,000	2.280%	68,175.00	1,973,175.00	
09/30/2036					2,041,350.00
02/15/2037			46,458.00	46,458.00	
08/15/2037	1,950,000	2.330%	46,458.00	1,996,458.00	
09/30/2037					2,042,916.00
02/15/2038			23,740.50	23,740.50	
08/15/2038	1,995,000	2.380%	23,740.50	2,018,740.50	
09/30/2038					2,042,481.00
	30,730,000		5,806,096.21	36,536,096.21	36,536,096.21

## SUMMARY OF BONDS REFUNDED

**CITY OF GRAND ISLAND, NEBRASKA**  
**COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B**  
**Full Advance Refunding of Series 2013 Sewer Bonds**  
**Assumes Aa3 Rating**  
**10-Year Call, No DSRF, 2038 Final Maturity, Level Debt Service**  
**[ Preliminary -- for discussion only ]**

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Ser 2013 Sewer Sys Rev Bonds (callable 9/17/23, mat 9/15/38):					
SERIAL	09/15/2021	4.000%	1,035,000.00		
	09/15/2022	5.000%	975,000.00		
	09/15/2023	4.000%	1,130,000.00		
	09/15/2024	5.000%	1,175,000.00	09/17/2023	100.000
	09/15/2025	5.000%	1,235,000.00	09/17/2023	100.000
	09/15/2026	5.000%	1,295,000.00	09/17/2023	100.000
	09/15/2027	5.000%	1,360,000.00	09/17/2023	100.000
	09/15/2028	5.000%	1,430,000.00	09/17/2023	100.000
TERM33	09/15/2029	5.250%	1,500,000.00	09/17/2023	100.000
	09/15/2030	5.250%	1,580,000.00	09/17/2023	100.000
	09/15/2031	5.250%	1,665,000.00	09/17/2023	100.000
	09/15/2032	5.250%	1,750,000.00	09/17/2023	100.000
	09/15/2033	5.250%	1,845,000.00	09/17/2023	100.000
TERM38	09/15/2034	5.375%	1,940,000.00	09/17/2023	100.000
	09/15/2035	5.375%	2,045,000.00	09/17/2023	100.000
	09/15/2036	5.375%	2,155,000.00	09/17/2023	100.000
	09/15/2037	5.375%	2,270,000.00	09/17/2023	100.000
	09/15/2038	5.375%	2,390,000.00	09/17/2023	100.000
			28,775,000.00		

**ESCROW REQUIREMENTS**

**CITY OF GRAND ISLAND, NEBRASKA  
COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B  
Full Advance Refunding of Series 2013 Sewer Bonds  
Assumes Aa3 Rating  
10-Year Call, No DSRF, 2038 Final Maturity, Level Debt Service  
[ Preliminary -- for discussion only ]**

Dated Date 11/13/2020  
Delivery Date 11/13/2020

<b>Period Ending</b>	<b>Principal</b>	<b>Interest</b>	<b>Principal Redeemed</b>	<b>Total</b>
03/15/2021		739,225.00		739,225.00
09/15/2021	1,035,000.00	739,225.00		1,774,225.00
03/15/2022		718,525.00		718,525.00
09/15/2022	975,000.00	718,525.00		1,693,525.00
03/15/2023		694,150.00		694,150.00
09/15/2023	1,130,000.00	694,150.00		1,824,150.00
09/17/2023		7,461.67	25,635,000.00	25,642,461.67
	3,140,000.00	4,311,261.67	25,635,000.00	33,086,261.67

**PRIOR BOND DEBT SERVICE**

**CITY OF GRAND ISLAND, NEBRASKA**  
**COMBINED UTILITY REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B**  
**Full Advance Refunding of Series 2013 Sewer Bonds**  
**Assumes Aa3 Rating**  
**10-Year Call, No DSRF, 2038 Final Maturity, Level Debt Service**  
**[ Preliminary -- for discussion only ]**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/15/2021			739,225.00	739,225.00	
09/15/2021	1,035,000	4.000%	739,225.00	1,774,225.00	
09/30/2021					2,513,450.00
03/15/2022			718,525.00	718,525.00	
09/15/2022	975,000	5.000%	718,525.00	1,693,525.00	
09/30/2022					2,412,050.00
03/15/2023			694,150.00	694,150.00	
09/15/2023	1,130,000	4.000%	694,150.00	1,824,150.00	
09/30/2023					2,518,300.00
03/15/2024			671,550.00	671,550.00	
09/15/2024	1,175,000	5.000%	671,550.00	1,846,550.00	
09/30/2024					2,518,100.00
03/15/2025			642,175.00	642,175.00	
09/15/2025	1,235,000	5.000%	642,175.00	1,877,175.00	
09/30/2025					2,519,350.00
03/15/2026			611,300.00	611,300.00	
09/15/2026	1,295,000	5.000%	611,300.00	1,906,300.00	
09/30/2026					2,517,600.00
03/15/2027			578,925.00	578,925.00	
09/15/2027	1,360,000	5.000%	578,925.00	1,938,925.00	
09/30/2027					2,517,850.00
03/15/2028			544,925.00	544,925.00	
09/15/2028	1,430,000	5.000%	544,925.00	1,974,925.00	
09/30/2028					2,519,850.00
03/15/2029			509,175.00	509,175.00	
09/15/2029	1,500,000	5.250%	509,175.00	2,009,175.00	
09/30/2029					2,518,350.00
03/15/2030			469,800.00	469,800.00	
09/15/2030	1,580,000	5.250%	469,800.00	2,049,800.00	
09/30/2030					2,519,600.00
03/15/2031			428,325.00	428,325.00	
09/15/2031	1,665,000	5.250%	428,325.00	2,093,325.00	
09/30/2031					2,521,650.00
03/15/2032			384,618.75	384,618.75	
09/15/2032	1,750,000	5.250%	384,618.75	2,134,618.75	
09/30/2032					2,519,237.50
03/15/2033			338,681.25	338,681.25	
09/15/2033	1,845,000	5.250%	338,681.25	2,183,681.25	
09/30/2033					2,522,362.50
03/15/2034			290,250.00	290,250.00	
09/15/2034	1,940,000	5.375%	290,250.00	2,230,250.00	
09/30/2034					2,520,500.00
03/15/2035			238,112.50	238,112.50	
09/15/2035	2,045,000	5.375%	238,112.50	2,283,112.50	
09/30/2035					2,521,225.00
03/15/2036			183,153.13	183,153.13	
09/15/2036	2,155,000	5.375%	183,153.13	2,338,153.13	
09/30/2036					2,521,306.26
03/15/2037			125,237.50	125,237.50	
09/15/2037	2,270,000	5.375%	125,237.50	2,395,237.50	
09/30/2037					2,520,475.00
03/15/2038			64,231.25	64,231.25	
09/15/2038	2,390,000	5.375%	64,231.25	2,454,231.25	
09/30/2038					2,518,462.50
	28,775,000		16,464,718.76	45,239,718.76	45,239,718.76



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**CITY OF GRAND ISLAND, NEBRASKA**

**ORDINANCE NO. 9800  
PASSED AND ADOPTED OCTOBER 27, 2020**

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**AUTHORIZING**

**NOT TO EXCEED  
\$105,000,000**

**COMBINED UTILITIES REVENUE REFUNDING BONDS**

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CITY OF GRAND ISLAND, NEBRASKA

ORDINANCE NO. 9800

AN ORDINANCE OF THE CITY OF GRAND ISLAND, NEBRASKA AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$105,000,000 AGGREGATE PRINCIPAL AMOUNT OF COMBINED UTILITIES REVENUE REFUNDING BONDS OF THE CITY FOR THE PURPOSE OF PROVIDING FUNDS, TOGETHER WITH OTHER AVAILABLE FUNDS OF THE CITY, FOR THE PAYMENT AND REDEMPTION OF CERTAIN OUTSTANDING REVENUE BONDS PAYABLE FROM THE CITY'S ELECTRIC, SEWER AND WATER UTILITIES; PRESCRIBING THE FORM AND CERTAIN DETAILS OF THE BONDS AND PROVIDING FOR THE FIXING AND ESTABLISHING OF OTHER DETAILS OF THE BONDS; PRESCRIBING THE COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.

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

FINDINGS AND DETERMINATIONS

The Mayor and Council (the "**Council**") of the City of Grand Island, Nebraska (the "**City**"), hereby find and determine that:

1. The City is a city of the first class and political subdivision duly organized and existing under the laws of the State of Nebraska (the "**State**"), and, pursuant to Chapter 16, Reissue Revised Statutes of Nebraska, as amended, owns and operates (a) an electric generation, transmission and distribution system (the "**Electric System**"), (b) a water works plant and water system (the "**Water System**"), and (c) a wastewater treatment plant and facilities and sanitary sewer system (the "**Sewer System**"), each of which is a revenue-producing facility as described in Sections 18-1803 to 18-1805, inclusive, Reissue Revised Statutes of Nebraska, as amended (the "**Act**"), serving the City and its inhabitants and others within its service area (collectively, the "**Combined Utilities**," as hereinafter more fully defined).

2. Pursuant to the Act and the ordinances set forth below, the City has heretofore issued and has outstanding on the date hereof the following bonds and notes (collectively, the "**Outstanding Bonds**") payable the revenues derived from the operation of the Electric System, Water System or Sewer System, as indicated below:

(a) Sewer Revenue Refunding Bonds, Series 2013, dated September 17, 2013, payable from the Sewer System, originally issued in the principal amount of \$35,430,000,

ORDINANCE NO. 9800

currently outstanding in the principal amount of \$28,775,000, maturing and bearing interest as follows (the “**2013 Sewer Bonds**”):

<u>Maturity (August 15)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2021	\$1,035,000	4.000%
2022	975,000	5.000
2023	1,130,000	4.000
2024	1,175,000	5.000
2025	1,235,000	5.000
2026	1,295,000	3.500
2027	1,360,000	5.000
2028	1,430,000	5.000
2033	8,340,000	5.250
2038	10,800,000	5.375

The 2013 Sewer Bonds were issued pursuant to Ordinance No. 9434 (the “**2013 Sewer Ordinance**”), and are redeemable at the option of the City any time on or after September 17, 2023, at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the date fixed for redemption. The City, pursuant to this Ordinance, authorizes the call for redemption the outstanding 2013 Sewer Bonds for payment and redemption on a date to be determined pursuant to Section 212 of this Ordinance (the “**2013 Sewer Redemption Date**”).

(b) Electric System Revenue Refunding Bonds, Series 2012, dated April 12, 2012, payable from the Electric System, originally issued in the principal amount of \$18,510,000, currently outstanding in the principal amount of \$3,980,000, maturing and bearing interest as follows (the “**2012 Electric Bonds**”):

<u>Maturity (August 15)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2021	\$1,920,000	4.000%
2022	2,060,000	4.000

The 2012 Electric Bonds were issued pursuant to Ordinance No. 9369 (the “**2012 Electric Ordinance**”), and are not redeemable prior to maturity.

(c) Electric System Revenue Bonds, Series 2013, dated November 26, 2013, payable from the Electric System, originally issued in the principal amount of \$36,915,000, currently outstanding in the principal amount of \$27,455,000, maturing and bearing interest as follows (the “**2013 Electric Bonds**”):

<u>Maturity (August 15)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2021	\$1,425,000	4.000%
2022	1,425,000	5.000
2023	3,635,000	5.000
2024	3,820,000	5.000
2025	4,010,000	5.000
2026	4,210,000	3.500
2027	4,355,000	5.000
2028	4,575,000	5.000

ORDINANCE NO. 9800

The 2013 Electric Bonds were issued pursuant to Ordinance No. 9456 (the “**2013 Electric Ordinance**”), and are redeemable at the option of the City any time on or after December 26, 2023 at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the date fixed for redemption. The City, pursuant to this Ordinance, authorizes the call for redemption of the outstanding 2013 Electric Bonds for payment and redemption on a date to be determined pursuant to Section 212 of this Ordinance (the “**2013 Electric Redemption Date**”).

(d) Water Revenue and Refunding Bonds, Series 2017, dated May 4, 2017, payable from the Water System, originally issued in the principal amount of \$7,435,000, currently outstanding in the principal amount of \$6,535,000, maturing and bearing interest as follows (the “**2017 Water Bonds**”):

<u>Maturity (March 15)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2021	\$310,000	2.000%
2022	320,000	2.000
2023	325,000	2.000
2024	330,000	5.000
2025	340,000	5.000
2026	345,000	3.500
2027	355,000	5.000
2028	365,000	5.000
2031	1,160,000	3.000
2034	1,275,000	3.500
2037	1,410,000	3.375

The 2017 Water Bonds were issued pursuant to Ordinance No. 9626 (the “**2017 Water Ordinance**”), and are redeemable at the option of the City any time on or after May 4, 2022, at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the date fixed for redemption. The City, pursuant to this Ordinance, authorizes the call for redemption the outstanding 2017 Water Bonds for payment and redemption on a date to be determined pursuant to Section 212 of this Ordinance (the “**2017 Water Redemption Date**”).

(e) Promissory Note of the City to the Nebraska Department of Environment and Energy (formerly the Nebraska Department of Environmental Quality, “**NDEE**”), dated September 12, 2014, in the maximum drawable amount of \$6,200,000 under Loan Contract No. C317867, currently outstanding in the principal amount of \$5,068,877.79 (the “**2014A NDEE Note**”); Amended and Restated Promissory Note of the City to NDEE, dated March 25, 2015, in the maximum drawable amount of \$29,000,000 under Loan Contract No. C317981, currently outstanding in the principal amount of \$19,493,655.63 (the “**2014B NDEE Note**”); Promissory Note of the City to NDEE dated September 17, 2015, in the maximum drawable amount of \$4,800,000 under Loan Contract No. C317984, currently outstanding in the principal amount of \$1,890,564.04 (the “**2015 NDEE Note**”); and Promissory Note of the City to NDEE dated September 18, 2017, in the maximum drawable amount of \$6,473,500 under Loan Contract No. C317990, currently outstanding in the principal amount of \$2,888,119.90 (the “**2017 NDEE Note**”); and together with the 2014A NDEE Note, 2014B NDEE Note, and 2015 NDEE Note, the “**NDEE Notes**”). The NDEE Notes are payable from the Sewer System and may be prepaid at any time at the option of the City without penalty. The City, pursuant to this Ordinance, authorizes notice of such prepayment to NDEE on a date to be determined pursuant to Section 212 of this Ordinance (the “**NDEE Redemption Date**”).

3. Since the Outstanding Bonds were issued, the rates of interest available in the market have declined such that the City can effect a savings in interest costs by providing for payment and redemption of the Outstanding Bonds (the “**Refunded Bonds**”) through the issuance of combined utilities revenue refunding bonds of the City.

4. It is necessary, desirable, advisable and in the best interests of the City that the City provide for the payment and redemption of the Refunded Bonds by the issuance of combined utilities revenue bonds of the City (as further described herein, the “**Bonds**”) pursuant to the provisions of Sections 10-142 and 18-1803 to 18-1805, inclusive, Reissue Revised Statutes of Nebraska, as amended, the principal of and interest on such Bonds being payable solely from the revenues derived from the operation of the Combined Utilities.

5. Other than the Outstanding Bonds identified in Paragraph 2 above, there are presently no liens or pledges upon the revenues of the Electric System, Water System or Sewer System of the City.

6. It is hereby found and determined that it is necessary, desirable, advisable and in the best interest of the City and of its inhabitants at this time to authorize the issuance and delivery of combined utilities revenue bonds pursuant to the Act as herein provided to provide funds, together with available funds of the City, for the purposes of (a) providing for the payment of the Refunded Bonds and the redemption in full of the Refunded Bonds on the 2013 Electric Redemption Date, 2013 Sewer Redemption Date, 2017 Water Redemption Date and NDEE Redemption Date, as applicable, and (b) paying certain costs of issuing the Bonds.

7. All conditions, acts and things required by law to exist or to be done precedent to the issuance of the Bonds do exist and have been done and performed in regular and due time as provided by law.

## ARTICLE I

### DEFINITIONS

**Section 101. Definitions of Words and Terms.** In addition to the words and terms defined elsewhere herein, the following capitalized words and terms as used in this Ordinance shall have the following meanings:

“**Act**” means Sections 18-1803 to 18-1805, inclusive, Reissue Revised Statutes of Nebraska, as amended.

“**Authorized Officers**” mean, each individually, the Mayor, City Administrator and Finance Director of the City.

“**Average Annual Debt Service**” means the number determined by adding all of the principal and interest which will become due when computed to the absolute maturity of the Bonds and Parity Bonds, if any, then outstanding and all of the principal and interest of the Combined Revenue Bonds to be issued, and dividing such total by the number of years remaining that the longest bond of any such Combined Revenue Bonds (including the Combined Revenue Bonds to be issued) has to run to maturity.

ORDINANCE NO. 9800

**“Bond Counsel”** means Gilmore & Bell, P.C., Omaha, Nebraska, or other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

**“Bond Payment Date”** means any date on which principal of or interest on any Bond is payable at the Maturity thereof or on any Interest Payment Date.

**“Bond Register”** means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

**“Bonds”** means the City’s Combined Utilities Revenue Refunding Bonds in the original principal amount of not to exceed **\$105,000,000** authorized and issued in one or more series pursuant to this Ordinance.

**“Business Day”** means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for the conduct of its banking operations.

**“Cede & Co.”** means Cede & Co., as nominee name of The Depository Trust Company, New York, New York.

**“City”** means the City of Grand Island, Nebraska, and any successors or assigns.

**“Code”** means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

**“Combined Utilities”** means, collectively, the Electric System, the Water System and the Sewer System of the City.

**“Combined Revenue Bonds”** means collectively the Bonds, the Parity Bonds and all other revenue bonds which are payable out of, or secured by an interest in, the income and Revenues derived from the operation of the Combined Utilities.

**“Consultant”** means an independent engineer or engineering firm having a favorable reputation for skill and experience in the construction, financing and operation of public utilities and the preparation of management studies and financial feasibility studies in connection therewith, selected by the City for the purpose of carrying out the duties imposed on the Consultant by this Ordinance.

**“Continuing Disclosure Undertaking”** means the Continuing Disclosure Undertaking executed by the City and dated the date of issuance and delivery of the Bonds, as amended from time to time in accordance with its terms.

**“Debt Service Fund”** means the fund by that name created by **Section 501** hereof.

**“Debt Service Requirements”** means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on all Combined Revenue Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company having full trust powers.

**“Debt Service Reserve Fund”** means the fund by that name created by **Section 501** hereof.

**“Debt Service Reserve Requirement”** means the amount determined pursuant to **Section 212** herein.

**“Defaulted Interest”** means interest on any Bond which is payable but not paid on any Interest Payment Date.

**“Defeasance Obligations”** means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (A) not subject to redemption prior to maturity or (B) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal or redemption price of and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations serving as security for the obligations, plus any cash in the escrow fund, are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations serving as security for the obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) the obligations are rated in the highest rating category by Moody’s Investors Service, Inc. (presently “Aaa”) or Standard & Poor’s Ratings Group (presently “AAA”).

**“Electric System”** means all properties and assets, real and personal and tangible and intangible, of the City, now or hereafter existing, used for or pertaining to the generation, transmission and distribution and sale of electric power and energy, together with all extensions and improvements thereto hereafter made or acquired by the City; provided that, where the City is a co-owner with another person of an asset or property, only the City's ownership share of such asset or property, or of any addition, extension and improvement of the asset or property, so co-owned shall be included in the Electric System hereunder; and provided further, that the Electric System hereunder shall not include any facilities for the generation, transmission and distribution of electric power and energy constructed or acquired by the City as a separate utility system with the proceeds of sale of bonds or other evidences of indebtedness (other than Bonds) which shall be payable solely from the revenues or other income derived from the ownership or operation of such separate utility system.

“**Escrow Agent**” means BOKF, National Association, Lincoln, Nebraska, and any successors and assigns.

“**Escrow Agreement**” means the document by that name between the City and the Escrow Agent, providing for the Escrow Agent to hold that portion of the proceeds of the Bonds and other funds of the City required for payment of principal of and interest on the Refunded Bonds and 2012 Electric Bonds, as necessary, from the date of settlement of the Bonds to and including the 2013 Electric Redemption Date, 2013 Sewer Redemption Date, 2017 Water Redemption Date, and NDEE Redemption Date, as applicable.

“**Expenses**” means all reasonable and necessary expenses of operation, maintenance and repair of the Combined Utilities and keeping the Combined Utilities in good repair and working order (other than interest paid on Combined Revenue Bonds and depreciation and amortization charges during the period of determination), determined in accordance with generally accepted accounting principles, including, without limiting the generality of the foregoing, current maintenance charges, expenses of reasonable upkeep and repairs, salaries, wages, costs of materials and supplies, Paying Agent fees and expenses, annual audits, periodic Consultant’s reports, properly allocated share of charges for insurance, the cost of purchased water, gas and power, if any, obligations (other than for borrowed money or for rents payable under capital leases) incurred in the ordinary course of business, liabilities incurred by endorsement for collection or deposit of checks or drafts received in the ordinary course of business, short-term obligations incurred and payable within a particular fiscal year, other obligations or indebtedness incurred for the purpose of leasing (pursuant to a true or operating lease) equipment, fixtures, inventory or other personal property, and all other expenses incident to the operation of the Combined Utilities, but shall exclude all general administrative expenses of the City not related to the operation of the Combined Utilities.

“**Insurance Consultant**” means an individual or firm selected by the City qualified to survey risks and to recommend insurance coverage for entities engaged in operations similar to those of the Combined Utilities and having a favorable reputation for skill and experience in making such surveys and recommendations.

“**Interest Payment Date**” means the Stated Maturity of an installment of interest on any Bond.

“**Maturity**” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for optional or mandatory redemption or otherwise.

“**Net Revenues Available for Debt Service**” means, for the period of determination, all Revenues less all Expenses as determined in accordance with generally accepted accounting principles.

“**Original Purchaser**” means the underwriting firm or firms determined pursuant to Section 212 herein.

“**Ordinance**” means this Ordinance as from time to time amended in accordance with the terms hereof.

“**Outstanding**” means, when used with reference to Bonds, as of any particular date, all Bonds theretofore issued and delivered hereunder, except the following Bonds:

- (a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;



(b) Bonds deemed to be paid in accordance with the provisions of **Section 1101** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been registered and delivered hereunder.

**“Parity Bonds”** means the Bonds, together with any additional parity bonds or other long-term obligations payable out of the net income and revenues of the Combined Utilities hereafter issued or incurred in accordance with the provisions of this Ordinance and standing on a parity and equality with the Bonds with respect to the payment of principal and interest out of the net income and Revenues of the Combined Utilities, so long as any such bonds remain outstanding and unpaid or until provision is made for the payment and defeasance of such bonds.

**“Parity Ordinances”** means this Ordinance and any other Ordinance under which any additional Parity Bonds are hereafter issued.

**“Participants”** means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

**“Participating Underwriter”** has the meaning ascribed thereto in the Continuing Disclosure Undertaking.

**“Paying Agent”** means BOKF, National Association, Lincoln, Nebraska, and any successors and assigns.

**“Paying Agent Agreement”** means the Registrar and Paying Agent Agreement between the City and the Paying Agent, authorized by **Section 203** hereof.

**“Permitted Investments”** means any of the following securities and obligations, if and to the extent the same are at the time legal for investment of the City’s money held in the funds referred to in **Section 501** hereof:

(a) United States Government Obligations;

(b) bonds, notes or other obligations of any political subdivision of the State, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;

(c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States of America or any state, that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City;

(d) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;

(e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States of America or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c) above, inclusive, which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits; and

(f) any other securities or investments that are lawful for the investment of money held in such funds or accounts under the laws of the State.

**“Person”** means any natural person, corporation, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

**“Purchase Agreement”** means the Bond Purchase Agreement between the City and the Original Purchaser authorized by **Section 211** hereof.

**“Qualified Financial Institution”** means a bank, trust company, national banking association, insurance company or other financial services company or entity whose unsecured long-term debt obligations (in the case of a bank, trust company, national banking association or other financial services company or entity) or whose claims paying abilities (in the case of an insurance company) are rated in either of the two highest categories by a nationally recognized rating agency.

**“Rebate Fund”** means the fund by that name referred to in **Section 501** hereof.

**“Record Date”** for the interest payable on any Interest Payment Date means the **15th** day (whether or not a Business Day) next preceding such Interest Payment Date.

**“Redemption Date”** when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of this Ordinance.

**“Redemption Price”** when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

**“Replacement Bonds”** means Bonds issued to the beneficial owners of the Bonds in accordance with **Section 207** hereof.

**“Revenue Fund”** means the fund by that name created by **Section 501** hereof.

**“Revenues”** means all rates, rentals, fees and charges, earnings, income, revenues, and other monies, from any source derived by the City through its ownership and the operation of the Combined Utilities, including, without limiting the generality of the foregoing, (i) all income, fees, charges, receipts, profits and other moneys derived from the sale, furnishing or supplying of the services, facilities, commodities of the Combined Utilities; (ii) the earnings on and the income from the investment of any moneys held in funds under this Ordinance; (iii) the earnings on and the income from the investment of other moneys derived from the ownership or operation of the Combined Utilities to the extent that such earnings and income are allocated by or pursuant to law to the Combined Utilities; (iv) special assessment

payments and payments in aid of construction; (v) the proceeds derived by the City directly or indirectly from the sale, lease or other disposition of all or an part of the Combined Utilities, and the proceeds of insurance and condemnation awards received with respect to the Combined Utilities; (vi) any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on Combined Revenue Bonds; and (vii) any other moneys of the City which are required by the provisions hereof to be applied to the payment of Bonds; provided, however, that Revenues shall not include (A) customers', deposits or any other deposits subject to refund, until such deposits have become the property of the City, (B) earnings on and income derived from the investment of moneys or Defeasance Obligations being held irrevocably for the retirement of indebtedness of the Combined Utilities, or (C) moneys deposited with the City by employees for employee benefit purposes.

**“Securities Depository”** means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

**“Sewer System”** means the entire wastewater treatment plant and facilities and sanitary sewer system owned and operated by the City for the collection, treatment and disposal of sewage, to serve the needs of the City and its inhabitants and others, including all appurtenances and facilities connected therewith or relating thereto, together with all extensions, improvements, additions and enlargements thereto hereafter made or acquired by the City.

**“Special Record Date”** means the date fixed by the Paying Agent pursuant to **Section 204** hereof for the payment of Defaulted Interest.

**“State”** means the State of Nebraska.

**“Stated Maturity”** when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Ordinance as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

**“Surplus Fund”** means the fund by that name created by **Section 501** hereof.

**“Tax Certificate”** means the Federal Tax Certificate executed and delivered by the City in connection with the issuance of any Tax-Exempt Bonds, as the same may be amended or supplemented in accordance with the provisions thereof.

**“Tax-Exempt Bonds”** means any Bonds which are designated as such pursuant to Section 212, and for which Bond Counsel delivers an opinion on the date of delivery of such Bonds that interest is excludable from gross income for federal income tax purposes.

**“United States Government Obligations”** means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service, and such obligations are held in a custodial or trust account for the benefit of the City.

“**Water System**” means the entire waterworks plant and system owned and operated by the City for the production, storage, treatment and distribution of water, to serve the needs of the City and its inhabitants and others, including all appurtenances and facilities connected therewith or relating thereto, together with all extensions, improvements, additions and enlargements thereto hereafter made or acquired by the City.

## ARTICLE II

### AUTHORIZATION OF BONDS

**Section 201. Authorization of Bonds.** The City is authorized and directed to issue the Bonds in the principal amount of not to exceed **\$105,000,000** (the “**Bonds**”), for the purposes of (a) providing a portion of the funds necessary to pay the principal of and interest on the Refunded Bonds to and including the 2013 Electric Redemption Date, 2013 Sewer Redemption Date, 2017 Water Redemption Date and NDEE Redemption Date, as applicable, (b) depositing funds, a surety or other suitable instrument into the Debt Service Reserve Fund (if any, as determined pursuant to Section 212 herein), and (c) paying certain costs of issuing the Bonds, as provided in this Ordinance.

**Section 202. Description of Bonds.** The Bonds shall consist of fully registered bonds, numbered from R-1 upward in order of issuance, in denominations of \$5,000 or any integral multiple thereof, and bearing a series designation of the calendar year in which the Bonds are issued. The Bonds shall be subject to registration, transfer and exchange as provided in **Section 205** hereof. All of the Bonds shall be dated the date of delivery thereof, shall become due and payable in the amounts on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in **Article III** hereof, and shall bear interest at the rates determined by the Authorized Officer in accordance with the provisions of **Section 212** hereof. The Bonds shall bear interest computed on the basis of a 360-day year of twelve 30-day months from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be in substantially the form set forth in **Exhibit A** attached hereto.

**Section 203. Designation of Paying Agent.** The Paying Agent is hereby designated as the City’s (a) paying agent for the payment of principal of and interest on the Bonds and (b) bond registrar with respect to the registration, transfer and exchange of Bonds (the “**Paying Agent**”). The City is hereby authorized to enter into the Bond Registrar and Paying Agent Agreement dated the date of the Bonds, between the City and the Paying Agent, in substantially the form approved by an Authorized Officer. The Mayor is authorized to execute the Registrar Agreement with such changes therein as such official deems appropriate, for and on behalf of and as the act and deed of the City.

The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to remove the Paying Agent and appoint a successor Paying Agent by (1) filing with the bank or trust company then performing such function a certified copy of the proceedings giving notice of the termination of such bank or trust company and appointing a successor, and (2) causing notice to be given by first class mail to each registered owner. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of the Paying Agent.

Each Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company organized and in good standing and doing business under the laws of the

United States of America or of the State, authorized under such laws to exercise trust powers and subject to supervision or examination by federal or state regulatory authority.

The Paying Agent shall be paid the usual fees and expenses for its services in connection therewith, which fees and expenses shall be paid as other Expenses are paid.

**Section 204. Method and Place of Payment of Bonds.** The principal or Redemption Price of and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity by check or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the designated corporate trust office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the registered owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to such registered owner at the address shown on the Bond Register.

Notwithstanding the foregoing provisions of this **Section 204**, any Defaulted Interest with respect to any Bond shall cease to be payable to the registered owner of such Bond on the relevant Record Date and shall be payable to the registered owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least **30** days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds, the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than **15** nor less than **10** days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed by first class mail, postage prepaid, to each registered owner of a Bond entitled to such notice at the address of such registered owner as it appears on the Bond Register not less than **10** days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and shall at least annually forward a copy or summary of such records to the City.

**Section 205. Registration, Transfer and Exchange of Bonds.** The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Paying Agent for the registration, transfer and exchange of Bonds as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this **Section 205**. Upon surrender of any Bond at the principal corporate trust office of the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of

signature satisfactory to the Paying Agent, duly executed by the registered owner thereof or by the registered owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The City shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the registered owners of the Bonds. In the event any registered owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such registered owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such registered owner hereunder or under the Bonds.

The City and the Paying Agent shall not be required (a) to register the transfer or exchange of any Bond after notice calling such Bond or portion thereof for redemption has been given or during the period of **15** days next preceding the first mailing of such notice of redemption, or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on such Bond and for all other purposes. All payments so made to any such registered owner or upon the registered owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the registered owners (or a designated representative thereof) of **10%** or more in principal amount of the Bonds then Outstanding or any designated representative of such registered owners to be evidenced to the satisfaction of the Paying Agent.

**Section 206. Execution, Authentication and Delivery of Bonds.** The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Paying Agent for authentication.

Each of the Bonds, including any Bonds issued in exchange or as substitution for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk, and shall have the official seal of the City affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond

shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to the Original Purchaser, upon payment of the purchase price of the Bonds plus accrued interest thereon to the date of their delivery.

**Section 207. Mutilated, Destroyed, Lost and Stolen Bonds.** If (a) any mutilated Bond is surrendered to the Paying Agent, or the City and the Paying Agent receive evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the City in its discretion may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this **Section 207**, the City may require the payment by the registered owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this **Section 207** shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

**Section 208. Cancellation and Destruction of Bonds Upon Payment.** All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent and applicable record retention laws. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the City.

**Section 209. Book-Entry Bonds; Securities Depository.**

(a) The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their respective interests in the Bonds, except in the event the Paying Agent issues Replacement Bonds as provided in **Section 209(b)** hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal or Redemption Price of and interest on, the Bonds to the Participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the beneficial owners as described in **Section 209(b)** hereof.

(b) Subject to any operational requirements of the Securities Depository, (1) if the City determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any registered owner other than

Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, or (2) if the Paying Agent receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any registered owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, then the Paying Agent shall notify the registered owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under **Sections 209(b)(1)(A) or (b)(1)(B)** hereof, the City, with the consent of the Paying Agent, may select a successor securities depository in accordance with this **Section 209(c)** to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the City, the Paying Agent or registered owners are unable to locate a qualified successor of the Securities Depository in accordance with this **Section 209(c)**, then the Paying Agent shall authenticate and cause delivery of Replacement Bonds to registered owners, as provided herein. The Paying Agent may rely on information from the Securities Depository and its Participants as to the names of the beneficial owners of the Bonds. The cost of printing Replacement Bonds shall be paid for by the City.

(c) In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the Paying Agent receives written evidence satisfactory to the Paying Agent with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

**Section 210. Preliminary and Final Official Statement.** The Authorized Officers, or each individually, are hereby authorized to approve and deem final a Preliminary Official Statement and a final Official Statement on behalf of the City all in accordance with the requirements of Rule 15c2-12 of the Securities and Exchange Commission. The use and public distribution of the final Official Statement by the Original Purchaser in connection with the reoffering of the Bonds is hereby authorized. The Authorized Officers are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

The City agrees to provide to the Original Purchaser within seven Business Days of the date of the sale of Bonds sufficient copies of the final Official Statement to enable the Original Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 211. Sale of Bonds.** The Authorized Officers, or each individually, are hereby authorized to enter into the Bond Purchase Agreement between the City and the Original Purchaser in substantially the form as approved by an Authorized Officer, under which the City agrees to sell the Bonds to the Original Purchaser at a purchase price within the limitations specified in **Section 212** hereof,



plus accrued interest to the date of delivery, upon the terms and conditions set forth therein and with such changes therein as shall be approved by an Authorized Officer, which officer is hereby authorized to execute the Bond Purchase Agreement for and on behalf of the City, such officer's signature thereon being conclusive evidence of his or her approval thereof.

**Section 212. Authorization of Officers.** (a) The Authorized Officers, or each individually, are hereby authorized and directed, in the exercise of his or her own independent judgment and absolute discretion, to hereafter, from time to time, specify, set, designate, determine, establish and appoint, as the case may be, and in each case in accordance with and subject to the provisions of this Ordinance, (1) the date of original issue of the Bonds, (2) the aggregate stated principal amount of Bonds to be issued, which shall in no event exceed \$105,000,000, (3) any original issue premium or original issue discount properly allocable to each maturity of the Bonds, (4) the principal payment dates for the Bonds and the principal amount of Bonds to mature on each of such dates, (5) the date of final maturity of the Bonds, which shall in no event be later than August 15, 2039 (6) the date or dates upon which the Bonds shall be sold, (7) the rate or rates of interest to be carried by each maturity of the Bonds, provided the refunding of the Refunded Bonds results in aggregate present value savings, (8) the method by which such rate or rates of interest shall be calculated and the interest payment dates and record date for the Bonds, (9) whether or not the Bonds shall be subject to redemption prior to their stated maturity and, if subject to such prior redemption, (A) the provisions and procedures governing such prior redemption, (B) the nature of any notice to be given in the event of any such prior redemption, (C) the redemption price or prices payable upon such redemption (not to exceed 104%) and (D) the respective periods in which each redemption price shall be payable, (10) the amount and due date of each sinking fund installment for Bonds that are term Bonds, (11) the Paying Agent and Registrar for the Bonds, (12) whether a Debt Service Reserve Fund shall be established for the Bonds and, if so, the amount and nature of the Debt Service Reserve Requirement, which may be in the form of cash, a surety or other suitable instrument, (13) the underwriting discount, not to exceed 0.450% of the stated principal amount of the Bonds, and the price at which the Bonds shall be sold to a bank (if sold through a private placement) or the Original Purchaser (if sold through a negotiated sale), (13) whether the Bonds shall be issued as Tax-Exempt Bonds or with taxable interest, (14) the form, contents, terms and provisions of the Bond Purchase Agreement and the Paying Agent and Registrar Agreement (each as hereinafter defined), (15) the form and contents of any closing and other documentation executed and delivered by the City in connection with the authorization, issuance, sale and delivery of the Bonds, (16) any transfer restrictions relating to the Bonds, and (17) all of the other terms of the Bonds not otherwise determined or fixed by the provisions of this Resolution.

(b) The Authorized Officers, or each individually, are hereby authorized to call (i) the 2013 Electric Bonds for redemption on such date determined appropriate by an Authorized Officer in accordance with the 2013 Electric Ordinance (the "2013 Electric Redemption Date"), (ii) the 2013 Sewer Bonds for redemption on such date determined appropriate by an Authorized Officer in accordance with the 2013 Sewer Ordinance (the "2013 Sewer Redemption Date"), the 2017 Water Bonds for redemption on such date determined appropriate by an Authorized Officer in accordance with the 2017 Water Ordinance (the "2017 Water Redemption Date"), and the NDEE Notes for prepayment on such date determined appropriate by an Authorized Officer in accordance with the loan agreements governing the NDEE Notes (the "NDEE Redemption Date"). The Authorized Officers, or each individually, are hereby authorized to designate, approve, execute and deliver, as the case may be the form, content, terms and provisions of any direction for call, notice of redemption, or other certification or action with respect to the payment and redemption of the Outstanding Bonds on the applicable redemption dates.

ARTICLE III

REDEMPTION OF BONDS

**Section 301. (a) *Optional Redemption by City.*** At the option of the City, Bonds or portions thereof may be called for redemption and payment prior to their Stated Maturity at any time on or after such dates of redemption and at the Redemption Prices determined by an Authorized Officer in accordance with the provisions of **Section 212** hereof.

(b) ***Mandatory Redemption.*** Any Bonds issued as “term bonds” shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date.

At its option, to be exercised on or before the 45th day next preceding any mandatory redemption date, the City may: (1) deliver to the Paying Agent for cancellation term bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate stated principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any term bonds subject to mandatory redemption on said mandatory Redemption Date from any Registered Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the City under this Section for any term bonds subject to mandatory redemption on such mandatory redemption date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this **Section 301(b)**) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this **Section 301(b)**. Each term bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the City to redeem term bonds of the same Stated Maturity on such mandatory redemption date, and any excess of such amount shall be credited on future mandatory redemption obligations for term bonds of the same Stated Maturity in chronological order, and the principal amount of term bonds of the same Stated Maturity to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the City intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the City will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with respect to such mandatory redemption payment.

**Section 302. Selection of Bonds to Be Redeemed.**

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent of written instructions of the City specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** hereof are met.

(b) Bonds shall be redeemed only in the principal amount of **\$5,000** or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed in such principal amount and from the Stated Maturities selected by the City, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in **\$5,000** units of principal amount in such equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Bonds when Bonds of denominations greater than **\$5,000** are then Outstanding, then for all purposes in connection with such redemption each **\$5,000** of

face value shall be treated as though it were a separate Bond of the denomination of **\$5,000**. If it is determined that one or more, but not all, of the **\$5,000** units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such **\$5,000** unit or units, the registered owner of such Bond or the registered owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of the Redemption Price and interest to the Redemption Date of such **\$5,000** unit or units of face value called for redemption, and (2) for exchange, without charge to the registered owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the registered owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as provided, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the **\$5,000** unit or units of face value called for redemption (and to that extent only).

**Section 303. Notice and Effect of Call for Redemption.** Unless waived by any registered owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the City by mailing a copy of an official redemption notice by first class mail at least **30** days prior to the Redemption Date, to the Original Purchaser of the Bonds and each registered owner of the Bonds to be redeemed at the address shown on the Bond Register.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal corporate trust office of the Paying Agent.

The failure of any registered owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on that date.

Official notice of redemption having been given as provided, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same Stated Maturity in the

amount of the unpaid principal as provided herein. All Bonds that have been redeemed shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

The Paying Agent is also directed to comply with any mandatory or voluntary standards established by the Securities and Exchange Commission then in effect for processing redemptions of municipal securities. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

So long as the Securities Depository is effecting book-entry transfers of the Bonds, the City or the Paying Agent shall provide the notices specified in this **Section 303** to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Paying Agent, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

#### ARTICLE IV

#### SECURITY FOR BONDS

**Section 401. Security for Bonds.** The Bonds are special obligations of the City payable solely from, and secured as to the payment of principal or Redemption Price of and interest by a pledge of, the net income and revenues derived from the operation of the Combined Utilities, after providing for the costs of operation and maintenance thereof, including operating income, investment income, gifts, bequests, contributions, grants and other money made available to the City with respect to the Combined Utilities from sources other than funds raised by taxation. The City hereby pledges such net income and revenues to the payment of the principal or Redemption Price of and interest on the Bonds. The Bonds shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the City is not pledged to the payment of the Bonds, either as to principal, Redemption Price or interest.

The covenants and agreements of the City contained in this Ordinance and in the Bonds shall be for the equal benefit, protection and security of the registered owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal or Redemption Price of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Ordinance. The Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal or Redemption Price and interest from the net income and revenues derived from the operation of the Combined Utilities and in all other respects with any Parity Bonds. The Bonds shall not have any priority with respect to the payment of principal, Redemption Price or interest from such net income and revenues or otherwise over the Parity Bonds and the Parity Bonds shall not have any priority with respect to the payment of principal or interest from such net income and revenues or otherwise over the Bonds.

ARTICLE V

**FUNDS; DEPOSIT AND APPLICATION OF  
BOND PROCEEDS AND OTHER MONEY**

**Section 501. Establishment of Funds.** There are hereby created or ratified and ordered to be established and maintained in the treasury of the City the following separate funds to be known respectively as follows:

- (a) Combined Utilities Revenue Fund (the “**Revenue Fund**”).
- (b) Debt Service Fund for Combined Revenue Refunding Bonds, Series 2020 (the “**Debt Service Fund**”).
- (c) Debt Service Reserve Fund for Combined Revenue Refunding Bonds, Series 2020 (the “**Debt Service Reserve Fund**”), but only to the extent required to be established pursuant to the determinations made under **Section 212** herein.
- (d) Combined Utilities Surplus Fund (the “**Surplus Fund**”).
- (e) Rebate Fund for Combined Revenue Refunding Bonds, Series 2020 (the “**Rebate Fund**”).

The funds referred to in **Sections 501(a)** through **(e)**, inclusive, hereof shall be maintained and administered by the City solely for the purposes and in the manner as provided in this Ordinance so long as any of the Bonds remain Outstanding within the meaning of this Ordinance.

**Section 502. Deposit of Bond Proceeds and Other Money.** The net proceeds received from the sale of the Bonds and other available money of the City, shall be deposited simultaneously with the delivery of the Bonds, as follows:

- (a) The accrued interest on the Bonds, if any, shall be deposited in the Debt Service Fund and applied in accordance with **Section 602(b)** hereof.
- (b) If a Debt Service Reserve Fund is established hereunder, an amount or instrument equal to the Debt Service Reserve Requirement, from the proceeds of the Bonds or other available funds of the City, shall be deposited in the Debt Service Reserve Fund and applied in accordance with **Section 602(c)** hereof.
- (c) Such amount from the proceeds of the Bonds which, together with other available funds of the City, will be sufficient (i) to pay the principal of and interest on all of the outstanding 2012 Electric Bonds to and including the final maturity of the 2012 Electric Bonds, (ii) to pay the principal of and interest on all of the outstanding 2013 Electric Bonds to and including the 2013 Electric Redemption Date, (iii) to pay the principal of and interest on all of the outstanding 2013 Sewer Bonds to and including the 2013 Sewer Redemption Date, and (iv) to pay the principal of and interest on all of the outstanding 2017 Water Bonds to and including the 2017 Water Redemption Date, shall, on the date of delivery of the Bonds, be deposited with the Escrow Agent to be held pursuant to an Escrow Agreement, as authorized herein and in the form approved by an Authorized Officer.

(d) Such amount from the proceeds of the Bonds which, together with other available funds of the City will be sufficient to refund and redeem all of the outstanding NDEE Notes on the NDEE Redemption Date, shall, on the NDEE Redemption Date, be deposited with the NDEE and applied to the payment and redemption of all of the outstanding principal and accrued interest of the NDEE Notes. If the NDEE Redemption Date is later than the date of delivery of the Bonds, the funds described in this subsection shall be held by the Escrow Agent pursuant to an Escrow Agreement, as authorized herein and in the form approved by an Authorized Officer, until the NDEE Redemption Date.

(e) The remaining proceeds of the Bonds shall be used to pay the costs of issuing the Bonds.

## ARTICLE VI

### APPLICATION OF REVENUES

**Section 601. Revenue Fund.** The City covenants and agrees that from and after the delivery of the Bonds, and continuing as long as any of the Bonds remain Outstanding hereunder, all of the revenues derived and collected from the operation of the Combined Utilities shall as and when received be paid and deposited into the Revenue Fund. Such revenues shall be segregated and kept separate and apart from all other money, revenues, funds and accounts of the City and shall not be commingled with any other money, revenues, funds and accounts of the City. The Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Ordinance.

**Section 602. Application of Money in Funds.** The City covenants and agrees that from and after the delivery of the Bonds and continuing so long as any of the Bonds shall remain Outstanding, it will on the first day of each month administer and allocate all of the money then held in the Revenue Fund as follows:

(a) **Operation and Maintenance.** There shall first be paid and credited from month to month as a first charge against the Revenue Fund the Expenses of the Combined Utilities as the same become due and payable.

(b) **Debt Service Fund.** There shall next be paid and credited monthly to the Debt Service Fund, to the extent necessary to meet on each Bond Payment Date the payment of all interest on and principal of the Bonds, the following sums:

(1) Beginning on the first day of the month immediately following the month in which the Bonds are issued and continuing the first day of each month thereafter so long as any of the Bonds herein authorized remain outstanding and unpaid, an amount not less than the amount which, if the same amount were deposited each month, would be sufficient to pay the interest becoming due on the Bonds on the next succeeding Interest Payment Date.

(2) Beginning on the first day of the month immediately following the month in which the Bonds are issued and continuing the first day of each month thereafter so long as any of the Bonds herein authorized remain outstanding and unpaid, an amount not less than the amount which, if the same amount were deposited each month, would be

sufficient to pay the principal becoming due on the Bonds in the next succeeding Maturity.

(3) During the periods and in the amounts specified for the Parity Bonds in the Parity Ordinances.

The amounts required to be paid and credited to the Debt Service Fund pursuant to this **Section 602(b)** shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to the debt service funds established for the payment of principal and interest on Parity Bonds under the provisions of the Parity Ordinances.

Any amounts deposited in the Debt Service Fund as accrued interest or as capitalized interest in accordance with **Section 502(a)** hereof shall be credited against the City's payment obligations as set forth in this **Section 602(b)(1)**.

All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the sole purpose of paying the interest on and principal of the Bonds as and when the same become due at Maturity and on each Interest Payment Date.

If at any time the money in the Revenue Fund is insufficient to make in full the payments and credits at the time required to be made to the Debt Service Fund and on any Parity Bonds, the available money in the Revenue Fund shall be divided among such debt service funds in proportion to the respective principal amounts of such series of bonds at the time outstanding which are payable from the money in such debt service funds.

(c) **Debt Service Reserve Fund.** Except as hereinafter provided in this **Section 602(c)**, any amounts or instruments paid and credited to a Debt Service Reserve Fund established pursuant to **Section 212** herein, shall be expended and used by the City solely to prevent any default in the payment of interest on or principal of the Bonds on any Maturity date or Interest Payment Date if the money or instruments in the Debt Service Fund is insufficient to pay the interest on or principal of such Bonds as they become due. So long as any Debt Service Reserve Fund required to be established pursuant to Section 212 aggregates the Debt Service Reserve Requirement, no payments into such Fund shall be required, but if the City is ever required to expend and use a part of the money in such Fund for the purpose herein authorized and such expenditure reduces the amount of such Fund below the Debt Service Reserve Requirement, the City shall make monthly payments into such Fund after all payments and credits required at the time to be made under the provisions of **Sections 602(a)** and **(b)** have been made until such Fund shall again aggregate the Debt Service Reserve Requirement.

The amounts required to be paid and credited to the Debt Service Reserve Fund pursuant to this **Section 602(c)** shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to any debt service reserve funds established for the Parity Bonds under the provisions of the Parity Ordinances.

If a surety or other instrument is deposited to the Debt Service Reserve Fund, the Authorized Officers shall execute and deliver such documents and agreements determined necessary and appropriate for such surety or other instrument on behalf of the City and any such agreement executed and delivered in connection with the issuance of the Bonds shall have the same force and effect as if fully set forth in this Ordinance with no further action required by the Mayor and Council.

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Money in any Debt Service Reserve Fund may be used to call the Bonds for redemption and payment prior to their Stated Maturity, provided all of the Bonds at the time Outstanding are called for payment and funds are available to pay the same according to their terms. Money in the Debt Service Reserve Fund shall be used to pay and retire the last Outstanding Bonds unless such Bonds and all interest thereon are otherwise paid. Any amounts in any Debt Service Reserve Fund in excess of the Debt Service Reserve Requirement on any valuation date shall be transferred to the Debt Service Fund.

If at any time the money in the Revenue Fund is insufficient to make in full the payments and credits at the time required to be made to the Debt Service Reserve Fund and any debt service reserve fund established for any Parity Bonds, the available money in the Revenue Fund shall be divided among such debt service reserve funds in proportion to the respective principal amounts of such series of bonds at the time outstanding which are payable from the money in such debt service reserve funds.

(d) **Surplus Fund.** After all payments and credits required at the time to be made under the provisions of **Sections 602(a), (b) and (c)** hereof have been made, all money remaining in the Revenue Fund shall be paid and credited to the Surplus Fund. Money in the Surplus Fund may be expended and used for the following purposes as determined by the governing body of the City:

(1) Paying the cost of the operation, maintenance and repair of the Combined Utilities to the extent that may be necessary after the application of the money held in the Operation and Maintenance Fund under the provisions of **Section 602(a)** hereof;

(2) Paying the cost of extending, enlarging or improving the Combined Utilities;

(3) Preventing default in, anticipating payments into or increasing the amounts in the Debt Service Fund or the Debt Service Reserve Fund referred to in **Sections 602(b) and (c)** hereof, or any one of them, or establishing or increasing the amount of any debt service fund or debt service reserve fund created by the City for the payment of any Parity Bonds;

(4) Calling, redeeming and paying prior to Stated Maturity, or, at the option of the City, purchasing in the open market at the best price obtainable not exceeding the redemption price (if any Bonds are callable), the Bonds or any Parity Bonds, including principal or redemption price and interest;

(5) Any other lawful purpose in connection with the operation of the Combined Utilities and benefiting the Combined Utilities; or

(6) For the general governmental and municipal functions of the City; provided, however, that no such withdrawal from such Surplus Fund and payment into the General Fund of the City for the general governmental and municipal functions of the City shall be made to the extent such payment treated as an operating expense would reduce the Net Revenues Available for Debt Service for the preceding fiscal year (determined in accordance with generally accepted accounting principles applied on a consistent basis) to less than 110% of the annual Debt Service Requirement upon the



Bonds and all Parity Bonds in such fiscal year, or at a time when the City shall be in default in the performance of any such covenant or agreement.

(e) **Deficiency of Payments into Funds.** If at any time the revenues derived from the operation of the Combined Utilities are insufficient to make any payment on the date or dates hereinbefore specified, the City will make good the amount of such deficiency by making additional payments or credits out of the first available revenues thereafter received from the operation of the Combined Utilities, such payments and credits being made and applied in the order hereinbefore specified in this **Section 602**.

**Section 603. Transfer of Funds to Paying Agent.** The Treasurer is hereby authorized and directed to withdraw from the Debt Service Fund, and, to the extent necessary to prevent a default in the payment of the principal of or interest on the Bonds, from the Debt Service Reserve Fund and the Surplus Fund as provided in **Section 602** hereof, sums sufficient to pay the principal of and interest on the Bonds as and when the same become due on any Bond Payment Date, and to forward such sums to the Paying Agent in a manner which ensures the Paying Agent will have available funds in such amounts on or before the Business Day immediately preceding each Bond Payment Date. If, through lapse of time, or otherwise, the registered owners of Bonds are no longer entitled to enforce payment of their obligations, it shall be the duty of the Paying Agent forthwith to return such funds to the City. All money deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

**Section 604. Payments Due on Saturdays, Sundays and Holidays.** In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

**Section 605. Nonpresentment of Bonds.** If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the City to the registered owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the registered owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, such Bond. If any Bond is not presented for payment within four years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay to the City the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitations, thereafter be an unsecured obligation of the City, and the registered owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

**Section 606. Application of Money in the Rebate Fund.**

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to any Tax Certificate. All money in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Tax Certificate), for payment to the United States of America, and neither the City nor the registered owner of any Bond shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this **Section 606(a)** and the Tax Certificate.

(b) The City shall periodically determine the arbitrage rebate under Section 148(f) of the Code in accordance with the Tax Certificate, and the City shall make payments to the United States of America at the times and in the amounts determined under the Tax Certificate. Any funds remaining in the Rebate Fund after redemption and payment of all of the Bonds and the interest thereon, and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be released to the City.

(c) Notwithstanding any other provision of this Ordinance, including in particular **Article XI** hereof, the obligation to pay arbitrage rebate to the United States of America and to comply with all other requirements of this **Section 606** and the Tax Certificate shall survive the defeasance or payment in full of the Bonds.

## ARTICLE VII

### DEPOSIT AND INVESTMENT OF MONEY

#### **Section 701. Deposit and Investment of Money.**

(a) Money in each of the funds and accounts created by and referred to in this Ordinance shall be deposited in a bank or banks located in the State that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the banks holding such deposits as provided by the laws of the State.

(b) Money held in any fund or account referred to in this Ordinance may be invested in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than the date when the money invested may be needed for the purpose for which such fund or account was created. All earnings on any investments held in any fund or account shall accrue to and become a part of such fund or account, provided that, during the period of construction of the extensions and improvements to the Combined Utilities, all earnings on the investment of such funds shall be credited to the Project Fund. All earnings on investments held in any Debt Service Reserve Fund shall accrue to and become a part of such Fund until the amount on deposit in such Fund shall aggregate the Debt Service Reserve Requirement; thereafter, all such earnings shall be credited to the Debt Service Fund. In determining the amount held in any fund or account under any of the provisions of this Ordinance, obligations shall be valued at the lower of the cost or the market value thereof; provided, however, that investments held in any Debt Service Reserve Fund shall be valued at market value only. If and when the amount held in any fund or account shall be in excess of the amount required by the provisions of this Ordinance, the City shall direct that such excess be paid and credited to the Debt Service Fund, provided that, during the period of acquisition and construction of the extensions and improvements to the Combined Utilities, such excess shall be paid and credited to the Project Fund.

(c) So long as any of the Parity Bonds remain outstanding and unpaid, any investments made pursuant to this **Section 701** shall be subject to any restrictions in the Parity Ordinance with respect to the funds and accounts created by and referred to in the Parity Ordinance.

**ARTICLE VIII**

**GENERAL COVENANTS AND PROVISIONS**

The City covenants and agrees with each of the registered owners of any of the Bonds that so long as any of the Bonds remain Outstanding and unpaid it will comply with each of the following covenants:

**Section 801. Efficient and Economical Operation.** The City will continuously own and will operate the Combined Utilities as revenue producing facilities in an efficient and economical manner and will keep and maintain the same in good repair and working order. The City will establish and maintain such rules and regulations for the use of the Combined Utilities as may be necessary to assure maximum utilization and most efficient operation of the Combined Utilities.

**Section 802. Rate Covenant.** The City in accordance with and subject to applicable legal requirements will fix, establish, maintain and collect such rates and charges for the use and services furnished by or through the Combined Utilities as will produce revenues sufficient to (a) pay the costs of the operation and maintenance of the Combined Utilities; (b) pay the principal of and interest on the Bonds as and when the same become due at the Maturity thereof or on any Interest Payment Date; and (c) enable the City to have in each fiscal year Net Revenues Available for Debt Service not less than 110% of the Debt Service Requirements for such fiscal year. The City will require the prompt payment of accounts for service rendered by or through the Combined Utilities and will promptly take whatever action is legally permissible to enforce and collect delinquent charges. The City will, from time to time as often as necessary, in accordance with and subject to applicable legal requirements, revise the rates and charges in such manner as may be necessary or proper so that the Net Revenues Available for Debt Service will be sufficient to cover the obligations under this **Section 802** and otherwise under the provisions of this Ordinance. If in any fiscal year Net Revenues Available for Debt Service are an amount less than as hereinbefore provided, the City will immediately employ a Consultant to make recommendations with respect to such rates and charges. A copy of the Consultant's report and recommendations shall be filed with the City Clerk and the Original Purchaser of the Bonds and shall be furnished to any registered owner of the Bonds requesting a copy of the same, at the cost of such registered owner. The City shall, to the extent feasible, follow the recommendations of the Consultant.

**Section 803. Reasonable Charges for all Services.** None of the facilities or services provided by the Combined Utilities will be furnished to any user without a reasonable charge being made therefor.

**Section 804. Restrictions on Mortgage or Sale of Combined Utilities.** The City will not mortgage, pledge or otherwise encumber the Combined Utilities or any part thereof, nor will it sell, lease or otherwise dispose of the Combined Utilities or any material part thereof; provided, however, the City may:

(a) sell at fair market value any portion of the Combined Utilities which has been replaced by other similar property of at least equal value, or which ceases to be necessary for the efficient operation of the Combined Utilities, and in the event of sale, the City will apply the proceeds to either (1) redemption of Outstanding Bonds in accordance with the provisions governing repayment of Bonds in advance of Stated Maturity, or (2) replacement of the property so disposed of by other property the revenues of which shall be incorporated into the Combined Utilities as hereinbefore provided;

(b) cease to operate, abandon or otherwise dispose of any property which has become obsolete, nonproductive or otherwise unusable to the advantage of the City;

(c) lease, (1) as lessor, any real or personal property which is unused or unimproved, or which has become obsolete, nonproductive or otherwise unusable to the advantage of the City, or which is being acquired as a part of a lease/purchase financing for the acquisition and/or improvement of such property; and/or (2) as lessee, with an option of the City to purchase, any real or personal property for the extension and improvement of the Combined Utilities. Property being leased as lessor and/or lessee pursuant to this subsection (c) shall not be treated as part of the Combined Utilities for purposes of this **Section 804** and may be mortgaged, pledged or otherwise encumbered;

(d) grant a security interest in equipment to be purchased with the proceeds of any loan, lease or other obligation undertaken in accordance with **Article IX** hereof; or

(e) sell, lease or convey all or substantially all of the Combined Utilities to another entity or enter into a management contract with another entity if:

(1) The transferee entity is a political subdivision organized and existing under the laws of the State, or instrumentality thereof, or an organization described in Section 501(c)(3) of the Code, and expressly assumes in writing the due and punctual payment of the principal or redemption price of and interest on all outstanding Combined Revenue Bonds according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Ordinance;

(2) If there remains unpaid any Combined Revenue Bond which bears interest that is not includable in gross income under the Code, the City receives an opinion of Bond Counsel, in form and substance satisfactory to the City, to the effect that under then existing law the consummation of such sale, lease or conveyance, whether or not contemplated on any date of the delivery of such Combined Revenue Bond, would not cause the interest payable on such Combined Revenue Bond to become includable in gross income under the Code;

(3) The City receives a certificate of the Consultant which demonstrates and certifies that immediately upon such sale or conveyance the transferee entity will not, as a result thereof, be in default in the performance or observance of any covenant or agreement to be performed or observed by it under this Ordinance;

(4) Such transferee entity possesses such licenses to operate the Combined Utilities as may be required if it is to operate the Combined Utilities; and

(5) The City receives an opinion of Bond Counsel, in form and substance satisfactory to the City, as conclusive evidence that any such sale, lease or conveyance, and any such assumption, is permitted by law and complies with the provisions of this **Section 804**.

**Section 805. Insurance.** The City will carry and maintain insurance with respect to the Combined Utilities and its operations against such casualties, contingencies and risks (including but not limited to property and casualty, fire and extended coverage insurance upon all of the properties forming a part of the Combined Utilities insofar as the same are of an insurable nature, public liability, business interruption or use and occupancy insurance, worker's compensation and employee dishonesty insurance), such insurance to be of the character and coverage and in such amounts as would normally be carried by other enterprises engaged in similar activities of comparable size and similarly situated. In the

event of loss or damage, the City, with reasonable dispatch, will use the proceeds of such insurance in reconstructing and replacing the property damaged or destroyed, or in paying the claims on account of which such proceeds were received, or if such reconstruction or replacement is unnecessary or impracticable, then the City will pay and deposit the proceeds of such insurance into the Revenue Fund. The City will annually review the insurance it maintains with respect to the Combined Utilities to determine that it is customary and adequate to protect its property and operations. The City may elect to be self-insured for all or any part of the foregoing requirements if (a) the City annually obtains a written evaluation with respect to such self-insurance program from an Insurance Consultant, (b) the evaluation is to the effect that the self-insurance program is actuarially sound, (c) unless the evaluation states that such reserves are not necessary, the City deposits and maintains adequate reserves for the self-insurance program with a corporate trustee, who may be the Paying Agent, and (d) in the case of workers' compensation, adequate reserves created by the City for such self-insurance program are deposited and maintained in such amount and manner as are acceptable to the State. The City shall pay any fees and expenses of such Insurance Consultant in connection therewith. The cost of all insurance obtained pursuant to the requirements of this **Section 805** shall be paid as an Expense out of the Revenues of the Combined Utilities.

**Section 806. Books, Records and Accounts.** The City will install and maintain proper books, records and accounts (entirely separate from all other records and accounts of the City) in which complete and correct entries will be made of all dealings and transactions of or in relation to the Combined Utilities. Such accounts shall show the amount of Revenues received from the Combined Utilities, the application of such Revenues, and all financial transactions in connection therewith. Such books shall be kept by the City according to standard accounting practices as applicable to the operation of facilities comparable to the Combined Utilities.

**Section 807. Annual Budget.** Prior to the commencement of each fiscal year, the City will cause to be prepared and filed with the City Clerk a budget setting forth the estimated receipts and expenditures of the Combined Utilities for the next succeeding fiscal year. Such annual budget shall be prepared in accordance with the requirements of the laws of the State and shall contain all information that is required by such laws.

**Section 808. Annual Audit.** Annually, promptly after the end of the fiscal year, the City will cause an audit to be made which includes the operating results of the Combined Utilities for the preceding fiscal year by a certified public accountant or firm of certified public accountants. Such annual audit may be integrated within the City's general audit.

**Section 809. Right of Inspection.** Any registered owner or owners of 10% of the principal amount of the Bonds then Outstanding shall have the right at all reasonable times to inspect the Combined Utilities and all records, accounts and data relating thereto, and shall be furnished all such information concerning the Combined Utilities and the operation thereof which the Original Purchaser or such registered owner or owners may reasonably request.

**Section 810. Administrative Personnel.** The City shall use its best efforts to employ at all times administrative personnel experienced and well qualified to operate the Combined Utilities. The City further agrees that such administrative personnel shall be employed in sufficient numbers to ensure that the Combined Utilities will be operated in a prudent and efficient manner, following procedures generally accepted within the utility industry in the United States of America.

**Section 811. Performance of Duties and Covenants.** The City will faithfully and punctually perform all duties, covenants and obligations with respect to the operation of the Combined Utilities now

or hereafter imposed upon the City by the Constitution and laws of the State and by the provisions of this Ordinance.

**Section 812. Tax Covenants.** With respect to any Bonds issued as Tax-Exempt Bonds, the City hereby covenants and agrees as follow:

(a) The City covenants that (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on any Tax-Exempt Bonds, and (2) it will not use or permit the use of any proceeds of Tax-Exempt Bonds or any other funds of the City, nor take or permit any other action, or fail to take any action, which would adversely affect the exclusion from federal gross income of the interest on any Tax-Exempt Bonds. The City will also adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest on any Tax-Exempt Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(b) The City covenants that (1) it will use the proceeds of any Tax-Exempt Bonds as soon as practicable for the purposes for which the Tax-Exempt Bonds are issued, and (2) it will not invest or directly or indirectly use or permit the use of any proceeds of the Tax-Exempt Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Tax-Exempt Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(c) The City covenants that it will pay or provide for the payment from time to time of all arbitrage rebate to the United States of America pursuant to Section 148(f) of the Code and the Tax Certificate for any Tax-Exempt Bonds. This covenant shall survive payment in full or defeasance of the Tax-Exempt Bonds. The Tax Certificate with respect to any Tax-Exempt Bonds may be amended or replaced if, in the opinion of Bond Counsel, such amendment or replacement will not adversely affect the exclusion from federal gross income of the interest on the Tax-Exempt Bonds.

(d) The City covenants that it will not use any portion of the proceeds of the Tax-Exempt Bonds, including any investment income earned on such proceeds, directly or indirectly, (1) in a manner that would cause any Tax-Exempt Bond to be a “private activity bond” within the meaning of Section 141(a) of the Code, or (2) to make or finance a loan to any Person.

(e) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Tax-Exempt Bonds pursuant to **Article XI** of this Ordinance or any other provision of this Ordinance, until the final Maturity of all Bonds Outstanding.

**Section 813. Continuing Disclosure.** The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this Ordinance, the failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an Event of Default; however, any Participating Underwriter or any Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this **Section 813**. For purposes of this **Section 813**, “**Beneficial Owner**” means any registered owner or any person that (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, the Bonds (including persons holding such Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of a Bond for federal income tax purposes.

**Section 814. Utility Coverage Provision.** Each of the Electric System, Sewer System and Water System shall, individually and independent of the others, maintain Net Revenues Available for Debt Service not less than 125% of the Debt Service Requirements attributable to such system for each fiscal year. The provisions of this Section 814 are for the convenience of the City, are not for the benefit of any bondholder, and may be amended, modified, superseded, or removed at any time by action of the Mayor and City Council of the City.

## ARTICLE IX

### ADDITIONAL BONDS AND OBLIGATIONS

**Section 901. Senior Lien Bonds.** The City covenants and agrees that so long as any of the Bonds remain Outstanding, the City will not issue any additional bonds or incur or assume any other debt obligations appearing as liabilities on the balance sheet of the City for the payment of money determined in accordance with generally accepted accounting principles including capital leases as defined by generally accepted accounting principles, payable out of the net income and revenues of the Combined Utilities or any part thereof which are superior to the Bonds.

**Section 902. Parity Lien Bonds.** The City covenants and agrees that so long as any of the Bonds remain Outstanding, it will not issue any additional Parity Bonds payable out of the net income and revenues of the Combined Utilities or any part thereof which stand on a parity or equality with the Bonds (“**Parity Bonds**”) unless the following conditions are met:

(a) The City shall not be in default in the payment of principal of or interest on any Bonds or any Parity Bonds at the time outstanding or in making any payment at the time required to be made into the respective funds and accounts created by and referred to in this Ordinance or any Parity Ordinance (unless such additional revenue bonds or obligations are being issued to provide funds to cure such default); and

(b) Based upon the most recent audited financial statement of the City, the Net Revenues Available for Debt Service derived by the City from the operation of the Combined Utilities, for the fiscal year immediately preceding the issuance of additional bonds shall have been equal to at least 125% of the Average Annual Debt Service with respect to all Combined Revenue Bonds of the City, including the Combined Revenue Bonds proposed to be issued. In the event that the Mayor and Council determine it necessary and advisable for the City to issue Parity Bonds and the audit for the fiscal year next preceding the date of authorization of such Parity Bonds is not yet available, the City may issue such Parity Bonds if the audit for the fiscal year immediately preceding such next preceding fiscal year shows that the Net Revenues Available for Debt Service derived by the City from the operation of the Combined Utilities for such fiscal year shall have been equal to 125% of the Average Annual Debt Service with respect to all Combined Revenue Bonds of the City, including the Combined Revenue Bonds proposed to be issued if the City Treasurer certifies that the unaudited books and records of the Combined Utilities for the fiscal year next preceding the date of authorization of such Parity Bonds do not show any variance in operating results which would be sufficient to evidence a reduction in debt service coverage below 125% of the Average Annual Debt Service of all Combined Revenue Bonds of the City, including the Combined Revenue Bonds proposed to be issued.

In the event any change in the rates, rentals and charges for the use and service of the Combined Utilities or any part thereof has been made during the preceding fiscal year or during the interval between the end of such fiscal year and the issuance of such Parity Bonds, or in the event the City shall covenant in the ordinance or resolution authorizing the issuance of such

Parity Bonds to impose, effective upon the issuance of such Parity Bonds, higher rates, rentals and charges for such use and service, compliance with the provisions of this **Section 902** may be evidenced by a certificate of a Consultant or Certified Public Accountant or firm of independent Certified Public Accountants to be filed with the City Clerk prior to the issuance of any such Parity Bonds. Such certificate shall state fully the facts upon which such certificate is based, and if it is a certificate of the Consultant shall have attached thereto the certified financial statement for the fiscal year next preceding the date of authorization of such Parity Bonds used by the Consultant in arriving at the conclusion stated in such certificate. The Consultant or independent Certified Public Accountant shall, in determining the Net Revenues Available for Debt Service for such fiscal year, adjust the collections to reflect the result as if such changed rates, rentals and charges, or such higher rates, rentals and charges had been in existence for such entire preceding fiscal year period, and the amount of such net collections and adjusted earnings as provided shall be conclusive evidence and the only evidence required to show compliance with the provisions and requirements of this **Section 902**. If the Council determines that the Net Revenues Available for Debt Service for the fiscal year next preceding the date of the authorization of such Parity Bonds, based upon a certified public accountant's report, comply without adjustment with the requirements of this **Section 902**, no certificate from a Consultant or firm of engineers or Certified Public Accountant or firm of independent Certified Public Accountants shall be required to evidence compliance with the provisions of this **Section 902**.

Additional revenue bonds of the City issued under the conditions set forth in this **Section 902** shall stand on a parity with the Bonds and shall enjoy complete equality or lien on and claim against the net revenues of the Combined Utilities with the Bonds, and the City may make equal provision for paying such bonds and the interest thereon out of the Revenue Fund and may likewise provide for the creation of reasonable debt service funds and debt service reserve funds for the payment of such additional bonds and the interest thereon out of money in the Revenue Fund.

**Section 903. Junior Lien Bonds and Other Obligations.** Nothing in this **Section 903** contained shall prohibit or restrict the right of the City to issue additional revenue bonds or other revenue obligations for any lawful purpose in connection with the operation of the facility and benefiting the Combined Utilities and to provide that the principal of and interest on such revenue bonds or obligations shall be payable out of the revenues of the Combined Utilities, provided at the time of the issuance of such additional revenue bonds or obligations the City is not in default in the performance of any covenant or agreement contained in this Ordinance (unless such additional revenue bonds or obligations are being issued to provide funds to cure such default), and provided further that such additional revenue bonds or obligations shall be junior and subordinate to the Bonds so that if at any time the City shall be in default in paying either interest on or principal of the Bonds, or if the City is in default in making any payments required to be made by it under the provisions of **Sections 602(a), (b) and (c)** hereof, the City shall make no payments of either principal of or interest on such junior and subordinate revenue bonds or obligations until such default or defaults be cured. In the event of the issuance of any such junior and subordinate revenue bonds or obligations, the City, subject to the provisions of this Ordinance, may make provision for paying the principal of and interest on such revenue bonds or obligations out of money in the Revenue Fund.

**Section 904. Refunding Bonds.** The City shall have the right, without complying with the provisions of **Section 902** hereof, to refund any of the Bonds under the provisions of any law then available, and the refunding bonds so issued shall enjoy complete equality of pledge with any of the Bonds which are not refunded, if any, upon the revenues of the Combined Utilities; provided, however, that if only a portion of the Bonds are refunded and if such Bonds are refunded in such manner that the refunding bonds bear a higher average rate of interest or become due on a date earlier than that of the Bonds which are refunded, then such Bonds may be refunded without complying with the provisions of



**Section 902** hereof only by and with the written consent of the registered owners of a majority in principal amount of the Bonds not refunded.

**ARTICLE X**

**DEFAULT AND REMEDIES**

**Section 1001. Remedies Upon Default.** The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the registered owners of the Bonds, and the registered owner or owners of not less than 10% in aggregate principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all registered owners of Bonds similarly situated:

- (a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such registered owner or owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the Constitution and laws of the State;
- (b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the registered owners of the Bonds.

**Section 1002. Limitation on Rights of Registered Owners.** No one or more registered owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all registered owners of such Outstanding Bonds.

**Section 1003. Remedies Cumulative.** No remedy conferred herein upon the registered owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the registered owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any registered owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the registered owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any registered owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such registered owner, then, and in every such case, the City and the registered owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the registered owners shall continue as if no such suit, action or other proceedings had been brought or taken.

**Section 1004. No Obligation to Levy Taxes.** Nothing contained in this Ordinance shall be construed as imposing on the City any duty or obligation to levy any taxes either to meet any obligation incurred herein or to pay the principal of or interest on the Bonds.

**ARTICLE XI**

**DEFEASANCE**

**Section 1101. Defeasance.** When any or all of the Bonds or the interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of revenues made hereunder and all other rights granted hereby shall terminate with respect to the Bonds so paid and discharged. Bonds or the interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of such Bonds, in trust for and irrevocably appropriated thereto, money and/or Defeasance Obligations which, together with the interest to be earned thereon, will be sufficient for the payment of the principal or Redemption Price of such Bonds, and/or interest to accrue on such Bonds to the Stated Maturity or Redemption Date, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds shall be redeemed prior to the Stated Maturity thereof, (a) the City shall have elected to redeem such Bonds, and (b) either notice of such redemption shall have been given, or the City shall have given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to redeem such Bonds in compliance with **Section 302(a)** hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds or the interest payments thereon, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective registered owners of the Bonds, and such money shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

**ARTICLE XII**

**MISCELLANEOUS PROVISIONS**

**Section 1201. Amendments.** The rights and duties of the City and the registered owners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by Ordinance of the City with the written consent of the registered owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such registered owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the City is required to pay by way of principal of or interest on any Bond;
- (c) permit the creation of a lien on the revenues of the Combined Utilities prior or equal to the lien of the Bonds or Parity Bonds;
- (d) permit preference or priority of any Bonds over any other Bonds; or

(e) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

Any provision of the Bonds or of this Ordinance may, however, be amended or modified by Ordinance duly adopted by the governing body of the City at any time in any respect with the written consent of the registered owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any registered owners, the City may amend or supplement this Ordinance for the purpose of (a) curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the registered owners, or (b) amending or eliminating the provisions of **Section 814** herein.

Every amendment or modification of the provisions of the Bonds or of this Ordinance shall be expressed in an ordinance adopted by the governing body of the City amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental Ordinance, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the City Clerk, shall be made available for inspection by the registered owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental Ordinance or of this Ordinance will be sent by the City Clerk to any such registered owner or prospective registered owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the Ordinance of the City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the registered owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance made hereunder which affects the duties or obligations of the Paying Agent under this Ordinance.

**Section 1202. Notices, Consents and Other Instruments by Registered Owners.** Any notice, consent, request, direction, approval, objection or other instrument required by this Ordinance to be signed and executed by the registered owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such registered owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution; and

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the registered owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under

this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the registered owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the registered owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as provided if the pledgee establishes to the satisfaction of the registered owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

**Section 1203. Electronic Transactions.** The transactions described herein may be conducted and this Ordinance and related documents may be sent, received and stored by electronic means. All closing documents, certificates, and related instruments may be executed by electronic transmission. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents (or documents executed by electronic transmission) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 1204. Further Authority.** The officers of the City, including the Mayor and City Clerk, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 1205. Severability.** If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

**Section 1206. Governing Law.** This Ordinance shall be governed by and constructed in accordance with the applicable laws of the State.

**Section 1207 Effective Date.** This Ordinance is hereby determined to be a measure necessary to carry out the City's contractual obligations with respect to the Refunded Bonds. This Ordinance shall take effect and be in full force from and after its passage by the Mayor and Council and approval by the Mayor and publication in pamphlet form as provided by law.

ORDINANCE NO. 9800

**PASSED AND ADOPTED** this 27th day of October, 2020.

**CITY OF GRAND ISLAND, NEBRASKA**

(SEAL)

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

**EXHIBIT A TO ORDINANCE**

**(FORM OF BONDS)**

**EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE (REFERRED TO HEREIN), THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY (AS DEFINED HEREIN) OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.**

**UNITED STATES OF AMERICA  
STATE OF NEBRASKA**

**Registered  
No. R-\_\_\_\_\_**

**Registered  
\$ \_\_\_\_\_**

**CITY OF GRAND ISLAND, NEBRASKA**

**COMBINED UTILITIES REVENUE REFUNDING BOND  
SERIES 2020[A][B]**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date of Bonds</u>	<u>CUSIP Number</u>
%	_____ 15, 20__	_____, 2020	

**REGISTERED OWNER:** \_\_\_\_\_ **[\*\*CEDE & CO.\*\*]**

**PRINCIPAL AMOUNT:** \_\_\_\_\_ **DOLLARS**

The **CITY OF GRAND ISLAND, NEBRASKA**, a city of the first class and a political subdivision of the State of Nebraska (the “City”), for value received, promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, and to pay interest thereon, but solely from the source and in the manner herein specified, at the Interest Rate per annum shown above (computed on the basis of a **360**-day year consisting of **twelve 30**-day months) from the Dated Date shown above or from the most recent interest payment date to which interest has been paid or duly provided for, payable on June 15 and December 15 in each year, beginning \_\_\_\_\_, 20 \_\_, until such principal amount has been paid.

The principal or redemption price of this Bond shall be paid at maturity by check or draft or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal corporate trust office of **BOKF, National Association**, in the City of Lincoln, Nebraska (the **"Paying Agent"**). The interest payable on this Bond on any interest payment date shall be paid to the person in whose name this Bond is registered on the Bond Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to such registered owner at the address shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such registered owner.

This Bond is one of a duly authorized series of bonds of the City designated **"Combined Revenue Bonds, Series 2020,"** aggregating the principal amount of \$ \_\_\_\_\_ (the **"Bonds"**), issued by the City for the purpose of providing the funds necessary, together with other available funds of the City, for the and redemption of the City's outstanding (a) \$ \_\_\_\_\_ Sewer Revenue Refunding Bonds, Series 2013, dated September 17, 2013, (b) \$ \_\_\_\_\_ Electric System Revenue Bonds, Series 2013, dated November 26, 2013, (c) Water Revenue and Refunding Bonds, Series 2017, dated May 4, 2017, (d) and \$ \_\_\_\_\_ aggregate principal amounts of Promissory Notes of the City payable to the Nebraska Department of Environment and Energy, pursuant to Loan Contract No. C317867, Loan Contract No. C317981, Loan Contract No. C317984, and Loan Contract No. C317990, which bonds and notes were originally issued for the purpose of financing or refinancing the costs of additions, extensions and improvements to the City's Electric System, Sewer System and Water System, under the authority of and in full compliance with the Constitution and laws of the State of Nebraska, including particularly Sections 18-1803 to 18-1805, inclusive, Reissue Revised Statutes of Nebraska, as amended, and pursuant to Ordinance No. \_\_\_\_\_ duly adopted by the governing body of the City (herein called the **"Ordinance"**). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Ordinance.

At the option of the City, Bonds or portions thereof maturing on \_\_\_\_\_ 20\_\_ and thereafter may be called for redemption and payment prior to maturity at any time on or after the \_\_\_\_\_ anniversary of the date of original issuance, in whole at any time or in part in such principal amounts and from such maturity or maturities as the City, in its sole and absolute discretion may determine (Bonds of less than a full maturity to be selected in multiples of **\$5,000** principal amount in such equitable manner as the Paying Agent shall designate) at redemption price equal to 100% of the principal amount, plus accrued interest thereon to the redemption date.

The Bonds maturing \_\_\_\_\_ 15, 20\_\_, and \_\_\_\_\_ 15, 20\_\_ are subject to redemption prior to maturity in part by lot by operation of a mandatory sinking fund in each of the years and in the principal amounts set forth in the Ordinance, upon payment of such principal amount thereof plus accrued interest to such date of redemption, but without premium. Selection of any Bonds or portions thereof to be redeemed shall be in the sole discretion of the Paying Agent.

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first class mail at least **30** days prior to the redemption date, to the original purchaser(s) of the Bonds and each registered owner of each of the Bonds to be redeemed at the address shown on the Bond Register. Notice of redemption having been given as provided, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City defaults in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

The Bonds are special obligations of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the revenues derived from the operation of the Combined Utilities, and the taxing power of the City is not pledged to the payment of the Bonds either as to principal

or interest. The Bonds shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. Under the conditions set forth in the Ordinance, the City has the right to issue additional parity bonds and other obligations payable from the same source and secured by the same revenues as the Bonds and the outstanding Parity Bonds, all as described in the Ordinance; provided, however, that such additional bonds may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Ordinance.

The City hereby covenants and agrees with the registered owner of this Bond that it will keep and perform all covenants and agreements contained in the Ordinance, and will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the Combined Utilities, as will produce revenues sufficient to pay the costs of operation and maintenance of the Combined Utilities, pay the principal of and interest on the Bonds as and when the same become due, and provide reasonable and adequate reserve funds. Reference is made to the Ordinance for a description of the covenants and agreements made by the City with respect to the collection, segregation and application of the revenues of the Combined Utilities, the nature and extent of the security for the Bonds, the rights, duties and obligations of the City with respect thereto, and the rights of the registered owners thereof.

The Bonds are issuable in the form of fully registered Bonds without coupons in the denomination of **\$5,000** or any integral multiple thereof.

This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Paying Agent duly executed by the registered owner or the registered owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The City and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (a) payments of principal or redemption price of and interest on, this Bond, (b) notices and (c) voting. Transfer of principal or redemption price and interest payments to participants of the Securities Depository, and transfer of principal or redemption price and interest payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The City and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of



principal or redemption price of and interest on this Bond shall be made in accordance with existing arrangements among the City, the Paying Agent and the Securities Depository.

**EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.**

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

**IT IS HEREBY CERTIFIED AND DECLARED** that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of the Bonds, provision has been duly made for the collection and segregation of the revenues of the Combined Utilities and for the application of the same as provided in the Ordinance.

**IN WITNESS WHEREOF**, the **CITY OF GRAND ISLAND, NEBRASKA**, has executed this Bond by causing it to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed hereto or imprinted hereon.

**CERTIFICATE OF AUTHENTICATION**

**CITY OF GRAND ISLAND, NEBRASKA**

This Bond is one of the Bonds of the issue described in the within-mentioned Ordinance.

Registration Date: \_\_\_\_\_

**BOKF, National Association**, Paying Agent

By: \_\_\_\_\_  
Authorized Officer or Signatory

By: \_\_\_\_\_  
Mayor

(Seal)  
ATTEST:

By: \_\_\_\_\_  
City Clerk

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**ASSIGNMENT**

**FOR VALUE RECEIVED**, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
Print or Type Name, Address and Social Security Number  
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ agent to transfer the within Bond on the Bond Register kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

\_\_\_\_\_  
Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15)

By: \_\_\_\_\_  
Title: \_\_\_\_\_



# City of Grand Island

Tuesday, October 27, 2020

Council Session - Updated

## Item G-1

### Approving Minutes of October 13, 2020 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING  
October 13, 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 October 13, 2020. Notice of the meeting was given in *The Grand Island Independent* on October 7, 2020.

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

PUBLIC HEARINGS:

Public Hearing on Request from JR Enterprises, LLC dba JR Liquor, 624 West 4th Street for an Addition to their Class "D-079068" Liquor License. City Clerk RaNae Edwards reported that an application for a 20' x 40' addition to the Class "D-079068" Liquor License had been received from JR Enterprises, LLC dba JR Liquor, 624 West 4th Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on September 2, 2020; notice to the general public of date, time, and place of hearing published on October 3, 2020; notice to the applicant of date, time, and place of hearing mailed on September 17, 2020. Staff recommended approval contingent upon final inspections. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 3935 South Locust Street (Deep Water Developments, LLC). Utilities Director Tim Luchsinger reported that acquisition of a utility easement was needed for property located at 3935 South Locust Street in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. Hooker Brothers Sand & Gravel, Inc. was relocating their office building and main pump staging area. The proposed easement would allow the Utilities Department to install, access, operate, and maintain the electrical infrastructure at this location. Staff recommended approval. No public testimony was heard.

ORDINANCES:

#9791 - Consideration of Approving Annexation of Property Located at Capital Avenue and Engleman Road NWE North Subdivision (Second Reading).

Regional Planning Director Chad Nabity reported that Mettenbrink Family Investments LLC, owners of the property, submitted a plat of Brooklyn Subdivision an Addition to the City of Grand Island. Annexation of this property would not result in the extension of the Grand Island

Zoning Jurisdiction. This property is located west of Engleman Road and north of Capital Avenue. Staff recommended approval.

Motion by Haase, second by Stelk to approve Ordinance #9791 on second reading.

City Clerk: Ordinance #9791 on second reading. All those in favor of the passage of the ordinance on second reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

#9792 - Consideration of Approving Annexation of Property Located at Husker Highway and Engleman Road NWE South Subdivision (Second Reading).

Regional Planning Director Chad Nabity reported that Steven and Elaine Hostler, as owners of the property, submitted a plat of NWE South Subdivision an Addition to the City of Grand Island. Annexation of this property would not result in the extension of the Grand Island Zoning Jurisdiction. This property is located west of Engleman Road and south of Husker Highway. Staff recommended approval.

Motion by Paulick, second by Haase to approve Ordinance #9792 on second reading.

City Clerk: Ordinance #9792 on second reading. All those in favor of the passage of the ordinance on second reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

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

#9793 - Consideration of Vacation of Utility Easement - 3539 S. Locust Street - Hooker Brothers

#9794 - Consideration of Creation of Sanitary Sewer District No. 545; Parkview Subdivision

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

#9793 - Consideration of Vacation of Utility Easement - 3539 S. Locust Street - Hooker Brothers

Utilities Director Tim Luchsinger reported that the current office located at 3539 South Locust Street was being relocated and the electrical service inside the easement had been abandoned. The vacation of this easement would allow the lessee and lessor to proceed with future development. Staff recommended approval.

Motion by Stelk, second by Nickerson to approve Ordinance #9793.

City Clerk: Ordinance #9793 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9793 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9793 is declared to be lawfully adopted upon publication as required by law.

#9794 - Consideration of Creation of Sanitary Sewer District No. 545; Parkview Subdivision

Public Works Director John Collins reported that the Engineering Division of the Public Works Department received a petition for creation of a Sanitary Sewer District to provide sanitary sewer service to an unserved area in the existing Parkview Subdivision. Staff recommended approval.

Motion by Hehnke, second by Haase to approve Ordinance #9794.

City Clerk: Ordinance #9794 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9794 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9794 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda item G-18 (Resolution #2020-256) was pulled for further discussion. Motion by Paulick, second by Stelk to approve the Consent Agenda excluding item G-18. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of September 22, 2020 City Council Regular Meeting.

Approving Re-Appointment of Glen Murray to the Community Redevelopment Authority Board.

Approving Re-Appointment of Robin Hendricksen to the Regional Planning Commission.

Approving Re-Appointments of Jason Morledge, Mike Schuster, and Tom O'Neill to the Citizens Advisory Review Committee.

Approving Appointment of Kelly Lemburg to the Animal Advisory Board.

#2020-244 - Approving Request from JR Enterprises, LLC dba JR Liquor, 624 West 4th Street for an Addition to their Class "D-079068" Liquor License.

#2020-245 - Approving Bid Award(s) for Tree Trimming Project 2021-TT-1 with Leetch Tree Service, LLC of Grand Island, Nebraska in an Amount of \$189,575.00..

#2020-246 - Approving Bid Award for Water Main Project 2021-W-3 - Sycamore Street from 22nd Street to Capital Avenue with Van Kirk Bros. Contracting of Sutton, Nebraska in an Amount of \$96,115.00.

#2020-247 - Approving Acquisition of Utility Easement - 3935 S. Locust Street (Deep Water Developments, LLC).

#2020-248 - Approving Addendum to SCALES Interlocal Agreement for Cooperative Law Enforcement Services to add Minden Police Department.

#2020-249 - Approving Purchase of a New Landfill Compactor for the Solid Waste Division of the Public Works Department from Road Builders Machinery and Supply Co., Inc. of Kansas City, Kansas in an Amount of \$647,160.20.

#2020-250 - Approving Purchase of a Utility Work Machine for the Solid Waste Division of the Public Works Department from Central Nebraska Bobcat of Grand Island, Nebraska in an Amount of \$61,414.70.

#2020-251 - Approving Amendment No. 1 to Interlocal Agreement with Hall County for Roadway Snow Removal and Right-Of-Way Mowing Services in and around Grand Island.

#2020-252 - Approving Union Pacific Railroad Reimbursement Agreement for Preliminary Engineering Services Related to Eddy Street Underpass Rehabilitation; Project No. 2019-U-1.

#2020-253 - Approving 2020 State Bid Award for One (1) 2020 Chevrolet Silverado 1500 4x4 Crew Cab Pickup for the Wastewater Division of the Public Works Department from Husker Auto Group of Lincoln, Nebraska in an Amount of \$31,997.00.

#2020-254 - Approving Redevelopment Contract with CRA and J and L Westward Enterprises, LLC for Redevelopment Area #25 (CAAP) in an Amount not to exceed \$359,625.00.

#2020-255 - Approving CDBG Agreement with Grand Island Area Habitat for Humanity.

#2020-256 - Approving CDBG - Coronavirus Response Funds Agreement to Heartland United Way. Community Development Coordinator Amber Alvidrez answered questions regarding the funding from the CARES Act and CDBG-CV funding along with the different programs and how the funds were divided among the applications.

Motion by Schutz, second by Nickerson to approve Resolution #2020-256. Upon roll call vote, all voted aye. Motion adopted.

#2020-257 - Approving Re-Allocation of FTE - Civil Engineer I/II/Sr. to Utilities Power Dispatcher I/II/Sr..

#2020-258 - Approving Interlocal Agreement for Library Use by and among the City of Grand Island, the County of Hall, and the Grand Island Public Library Board.

PAYMENT OF CLAIMS:

Motion by Minton, second by Paulick to approve the payment of claims for the period of September 23, 2020 through October 13, 2020 for a total amount of \$5,509,246.29. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 7:20 p.m.

RaNae Edwards  
City Clerk





# City of Grand Island

Tuesday, October 27, 2020

Council Session - Updated

## Item G-2

**#2020-259 - Approving City Council Meeting Schedule for 2021**

Staff Contact: RaNae Edwards

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk  
**Meeting:** October 27, 2020  
**Subject:** City Council Meeting Schedule for 2021  
**Presenter(s):** RaNae Edwards, City Clerk

## **Background**

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

## **Discussion**

The City Clerk has prepared the proposed 2021 meeting schedule. This provides for the first City Council meeting to be a Regular Meeting on Tuesday, January 12, 2021. See attached proposed meeting dates.

## **Alternatives**

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

1. Move to approve the 2021 meeting schedule as presented
2. Refer the issue to a Committee
3. Modify the 2021 meeting schedule to meet the wishes of the Council

## **Recommendation**

City Administration recommends that the Council approve the proposed 2021 City Council meeting schedule.

## **Sample Motion**

Move to approve the 2021 City Council meeting schedule as proposed.

**PROPOSED**

**2021**

**CITY COUNCIL MEETING DATES**

Tuesday, January 12, 2021

Tuesday, July 13, 2021

Tuesday, January 26, 2021

Tuesday, July 27, 2021

Tuesday, February 9, 2021

Tuesday, August 10, 2021

Tuesday, February 23, 2021

Tuesday, August 24, 2021

Tuesday, March 9, 2021

Tuesday, September 14, 2021

Tuesday, March 23, 2021

Tuesday, September 28, 2021

Tuesday, April 13, 2021

Tuesday, October 12, 2021

Tuesday, April 27, 2021

Tuesday, October 26, 2021

Tuesday, May 11, 2021

Tuesday, November 9, 2021

Tuesday, May 25, 2021

Tuesday, November 23, 2021

Tuesday, June 8, 2021

Tuesday, December 14, 2021

Tuesday, June 22, 2021

Tuesday, December 28, 2021

RESOLUTION 2020-259

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

**2021 City Council Meetings:**

Tuesday, January 12, 2021	Tuesday, July 13, 2021
Tuesday, January 26, 2021	Tuesday, July 27, 2021
Tuesday, February 9, 2021	Tuesday, August 10, 2021
Tuesday, February 23, 2021	Tuesday, August 24, 2021
Tuesday, March 9, 2021	Tuesday, September 14, 2021
Tuesday, March 23, 2021	Tuesday, September 28, 2021
Tuesday, April 13, 2021	Tuesday, October 12, 2021
Tuesday, April 27, 2021	Tuesday, October 26, 2021
Tuesday, May 11, 2021	Tuesday, November 9, 2021
Tuesday, May 25, 2021	Tuesday, November 23, 2021
Tuesday, June 8, 2021	Tuesday, December 14, 2021
Tuesday, June 22, 2021	Tuesday, December 28, 2021

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Adopted by the City Council of the City of Grand Island, Nebraska on October 27, 2020.

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\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form    ✕ \_\_\_\_\_  
October 26, 2020        ✕ City Attorney



# City of Grand Island

Tuesday, October 27, 2020

Council Session - Updated

## Item G-3

**#2020-260 - Approving Final Plat and Subdivision Agreement for  
NWE North Subdivision**

Staff Contact: Chad Nabity

# Council Agenda Memo

**From:** Regional Planning Commission  
**Meeting:** October 27, 2020  
**Subject:** NWE North Subdivision – Final Plat  
**Presenter(s):** Chad Nabity, AICP, Regional Planning Director

## Background

This property is located north of Capital Avenue west of Engleman Road in Grand Island, Nebraska. (1 lot, .227 acres). This property is zoned AG2-Secondary Agriculture. A tract of land consisting of part of the northeast quarter of the northeast quarter (SE ¼ , SE ¼ ) of Section Three (3), Township Eleven (11) North, Range Ten (10) West of the 6<sup>th</sup> P.M., Hall County, Nebraska.

## Discussion

The final plat for NWE Nouth Subdivision were considered at the Regional Planning Commission at the September 2, 2020 meeting. The proposed lot is smaller than the required lot size but sufficient for Northwestern Public Energy to locate a utility substation on this corner to expand their ability to provide service to the citizens of Grand Island. They are requesting that Council permit this subdivision with a smaller lot size as allowed by the subdivision regulations.

A motion was made by Maurer and second by Rubio to approve all items on the consent agenda subject to the conditions outlined above

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

## Alternatives

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

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date

4. Take no action on the issue

### **Recommendation**

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

### **Sample Motion**

Move to approve as recommended.

**Developer/Owner**

Mettenbrink Family Investments, L.L.C  
3042 Engleman Road  
Grand Island, NE 68803

To create

**Size: Final Plat 1** lot, 0.227 Acres

**Zoning** AG2-Secondary Agriculture

**Road Access:** Existing rural section county road (Capital Avenue and Engleman Road)

**Water:** City water is available and should not be needed for this gas utility sub-station.

**Sewer:** Sewer is available but should not be needed for the gas utility sub-station.







\* This Space Reserved for Register of Deeds \*

SUBDIVISION AGREEMENT

**NWE NORTH SUBDIVISION**

1 LOT

In the City of Grand Island, Hall County Nebraska

The undersigned, **METTENBRINK FAMILY INVESTMENTS, L.L.C.** hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

A TRACT OF LAND CONSISTING OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4, SE1/4) OF SECTION THREE (3), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6<sup>TH</sup> P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 3-T11N-R10W, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S89°49'01"W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARER (SE1/4), A DISTANCE OF 110.00 FEET; THENCE N01°04'05"W A DISTANCE OF 90.00 FEET; THENCE N89°49'01"E A DISTANCE OF 110.00 FEET TO A

POINT ON THE EAST LINE OF SAID SE1/4; THENCE S01°04'05"E, ALONG THE EASTLINE OF SAID SE1/4, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 989.83 SQUARE FEET OR 0.227 ACRES MORE OR LESS OF WHICH 0.147 ACRES IS NEW DEDICATED ROAD RIGHT-OF-WAY.

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as NWE NORTH SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by number, easements by dimensions, and streets by name, and proposes to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said NWE NORTH SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

1. **Paving.** The Subdivider agrees to waive the right to object to the creation of any paving or repaving district for Capital Avenue and Engleman Road where they abut the subdivision.
2. **Water.** Public water supply is available to the subdivision, and all new structures requiring service shall be connected to such water supply.

3. **Sanitary Sewer.** Public sanitary sewer is available to the subdivision, and all new structures requiring service shall be connected to such sanitary sewer supply.

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

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

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

7. **Engineering Data.** All final engineering plans and specifications for public improvements shall bear the signature and seal of a professional engineer registered in the State of Nebraska and shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements. Inspections of

improvements under construction shall be performed under the supervision of a professional engineer registered in the State of Nebraska, and upon completion shall be subject to inspection and approval by the Department of Public Works prior to acceptance by the City of Grand Island. An "as built" set of plans and specifications including required test results bearing the seal and signature of a professional engineer registered in the State of Nebraska shall be filed with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

8. **Warranty.** The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as NWE NORTH SUBDIVISION, and that an abstract of title or title insurance commitment will be submitted for examination, if necessary, upon request of the City of Grand Island.

9. **Successors and Assigns.** This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs, devisees, and legatees. Where the term "Subdivider" is used in this agreement, the subsequent owners of any lots in the subdivision shall be responsible to perform any of the conditions of this agreement if the Subdivider has not performed such conditions.

Dated \_\_\_\_\_, 2020.

METTENBRINK FAMILY  
INVESTMENTS, L.L.C.

By: \_\_\_\_\_  
Gary R. Mettenbrink, Managing Member

STATE OF NEBRASKA        )  
  ) ss  
COUNTY OF HALL         )



\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

RESOLUTION 2020-260

WHEREAS know all men by these presents, that Mettenbrink Family Investments, L.L.C., being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as “NWE NORTH SUBDIVISION”, A tract of land consisting of part of the southeast quarter of the southeast quarter (SE ¼ SE ¼ ) of Section three (3), Township eleven (11) north, range ten (10) west of the 6<sup>th</sup> P.M., in the jurisdiction of the City of Grand Island, Hall County Nebraska.

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

WHEREAS, this property is being purchased by Northwestern Energy to be used for a utility substation; and

WHEREAS, the lot in this subdivision does not meet the minimum lot size requirements of the AG2 zoning district but does meet the minimum size needed for a utility substation; and

WHEREAS, §33-21 of the Grand Island City Code allows Council to modify or waive specific provision of the regulations and the Council finds that

- (1) The strict application of a particular provision would produce undue hardship.
- (2) Such hardship is not shared generally by other properties in the proposed subdivision, or in the case of modifications or waivers affecting an entire proposed subdivision the hardship is not shared generally with other similar subdivisions.
- (3) The authorization of the modification or waiver will not be a substantial detriment to adjacent property and the character of the proposed subdivision will not be adversely changed.
- (4) The granting of such modification or waiver is based upon demonstrable and exceptional hardship as distinguished from variations for purposes of convenience, profit, or caprice.
- (5) The granting of such modification will not unduly compromise the intent of this chapter; and

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

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

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

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



- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2020.

---

Roger G. Steele, Mayor

Attest:

---

RaNae Edwards, City Clerk

- 2 -



# City of Grand Island

Tuesday, October 27, 2020

Council Session - Updated

## Item G-4

**#2020-261 - Approving Final Plat and Subdivision Agreement for  
NWE South Subdivision**

Staff Contact: Chad Nabity

# Council Agenda Memo

**From:** Regional Planning Commission  
**Meeting:** October 27, 2020  
**Subject:** NWE South Subdivision – Final Plat  
**Presenter(s):** Chad Nabity, AICP, Regional Planning Director

## Background

This property is located south of Husker Highway west of Engleman Road Grand Island, Nebraska. (1 lot, .064 acres). This property is zoned AG2-Secondary Agriculture. A tract of land consisting of part of the northeast quarter of the northeast quarter (NE ¼ , NE ¼ ) of Section Thirty-Four (34), Township Eleven (11) North, Range Ten (10) West of the 6<sup>th</sup> P.M., Hall County, Nebraska.

## Discussion

The final plat for NWE South Subdivision were considered at the Regional Planning Commission at the September 2, 2020 meeting. The proposed lot is smaller than the required lot size but sufficient for Northwestern Public Energy to locate a utility substation on this corner to expand their ability to provide service to the citizens of Grand Island. They are requesting that Council permit this subdivision with a smaller lot size as allowed by the subdivision regulations.

A motion was made by Maurer and second by Rubio to approve all items on the consent agenda subject to the conditions outlined above.

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

## Alternatives

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

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date

4. Take no action on the issue

### **Recommendation**

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

### **Sample Motion**

Move to approve as recommended.

**Developer/Owner**

Steven D. Hostler and Elaine S. Hostler  
4513 W Husker Hwy  
Alda, NE 68810

To create

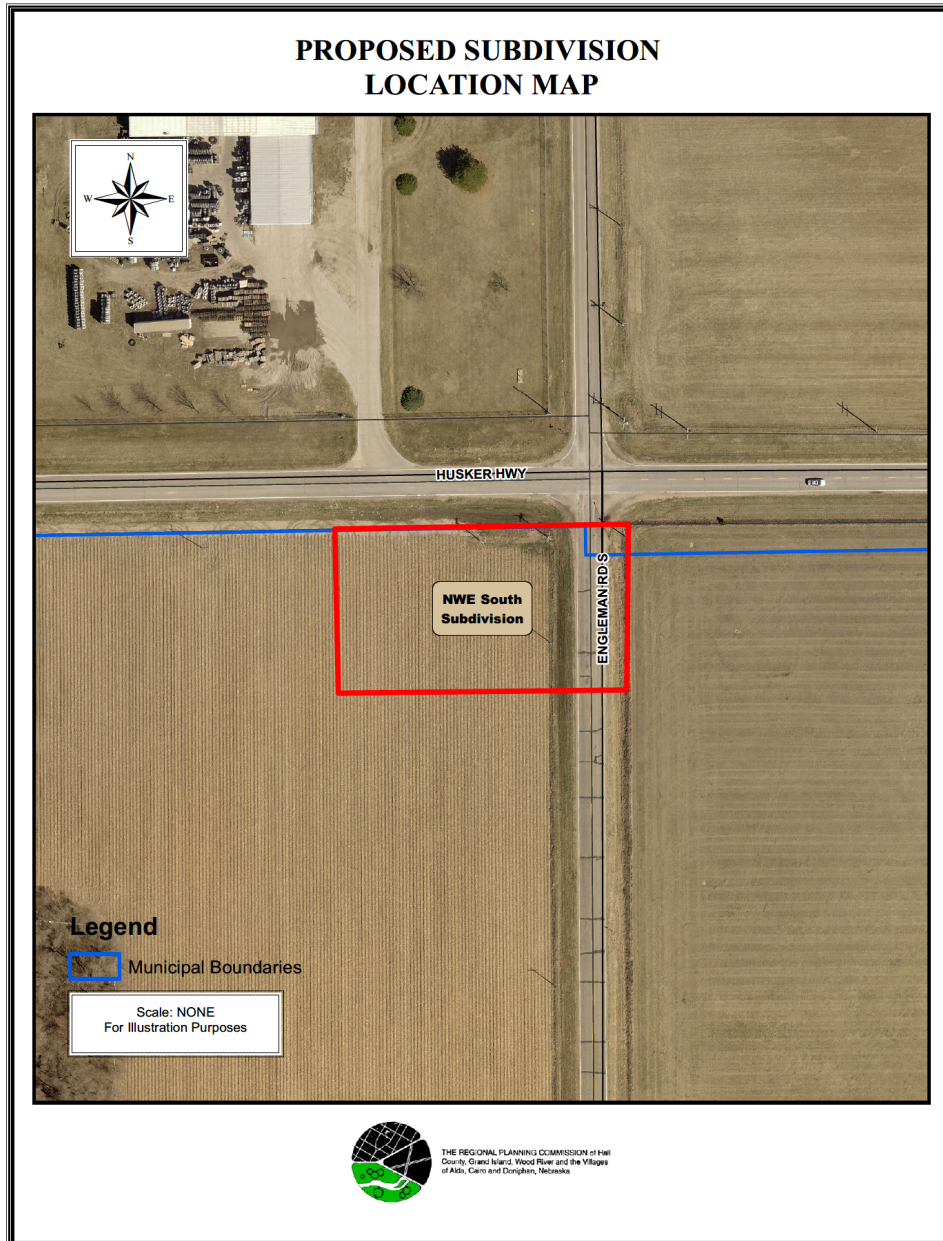
**Size:** Final Plat 1 lot, 0.064 Acres

**Zoning:** AG2-Secondary Agriculture

**Road Access:** Existing rural section county road (Husker Highway and Engleman Road)

**Water:** City water is available and should not be needed for this gas utility sub-station.

**Sewer:** Sewer is not available but should not be needed for the gas utility sub-station.

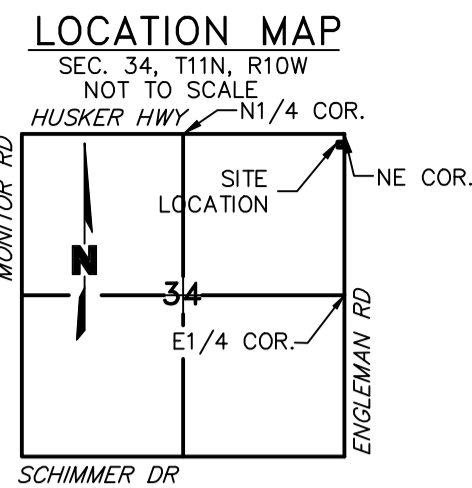


# NWE SOUTH SUBDIVISION

## AN ADDITION TO THE CITY OF GRAND ISLAND

### HALL COUNTY, NEBRASKA

#### FINAL PLAT



#### LEGEND

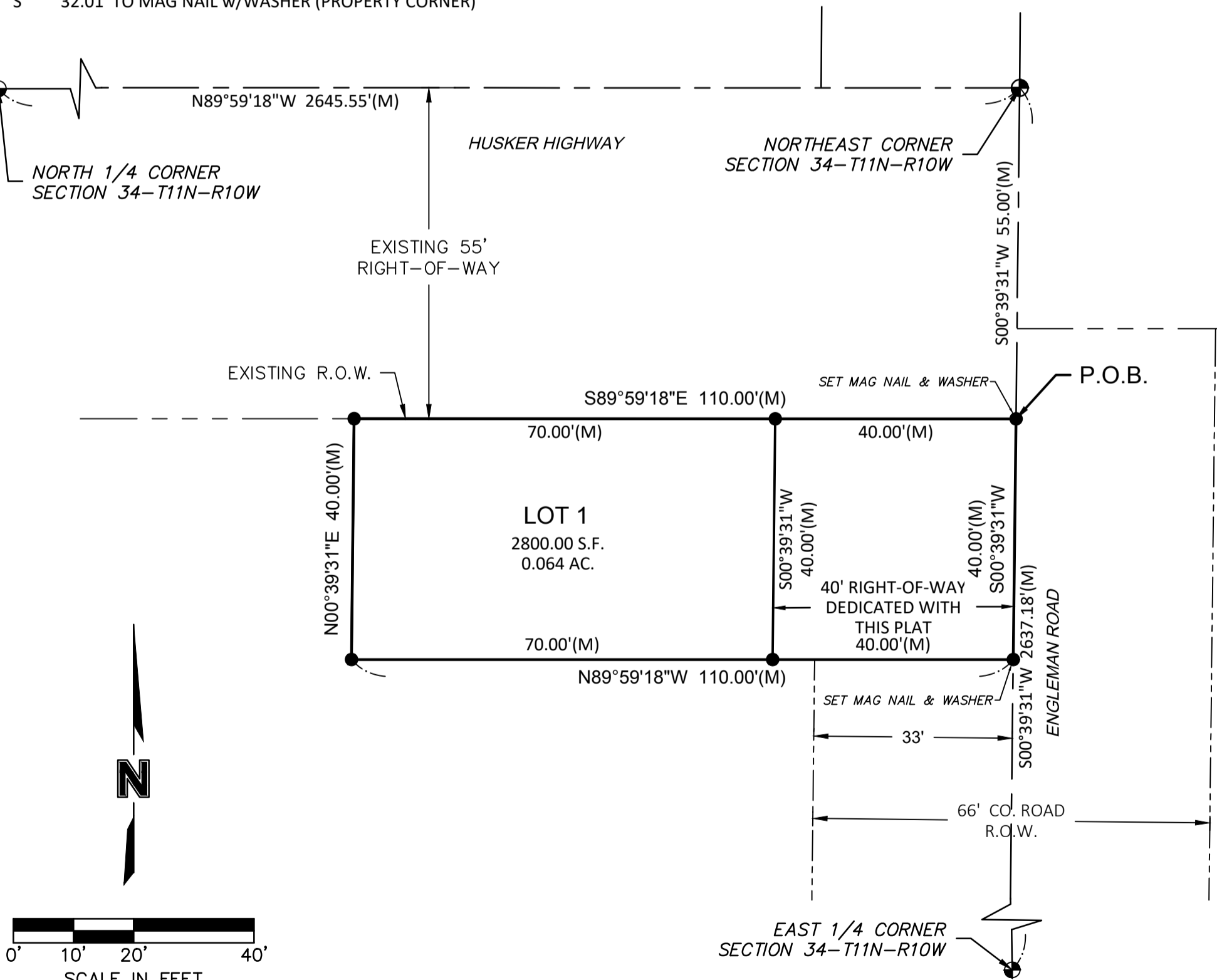
- SECTION CORNER
- SET CORNER (5/8"x24" REBAR W/CAP OR AS NOTED)
- ROW LINE
- SECTION LINE
- NEW PROPERTY LINE
- NEW SUBDIVISION LINE
- M MEASURED DISTANCE

#### SECTION TIES

**NORTH 1/4 CORNER, SEC. 34-T11N-R10W**  
 FOUND 1" IRON PIPE w/MAG NAIL INSIDE, 0.1' BELOW GRADE, NORTH SIDE OF GRAVEL DRIVE  
 SW 44.02' TO NAIL IN TOP OF CORNER FENCE POST  
 SSW 68.39' TO MAG NAIL IN TOP FENCE POST  
 WSW 90.84' TO NAIL IN TOP OF FENCE POST  
 ESE 151.25' TO TOP OPERATION NUT ON FIRE HYDRANT

**NORTHEAST CORNER, SEC. 34-T11N-R10W**  
 FOUND 3" ALUMINUM CAP @ GRADE IN CENTERLINE INTERSECTION ASPHALT ROAD  
 NE 58.60' TO 'X' NAILS IN POWER POLE  
 NW 70.50' TO TOP OPERATION NUT ON FIRE HYDRANT  
 SW 62.64' TO REDHEAD IN POWER POLE  
 SE 60.96' TO REDHEAD IN POWER POLE

**EAST 1/4 CORNER, SEC. 34-T11N-R10W**  
 FOUND ALUMINUM CAP, 0.1' BELOW GRADE IN CENTERLINE OF ASPHALT COUNTY ROAD NORTH-SOUTH  
 ESE 40.89' TO RED HEAD IN TOP OF FENCE POST  
 E 32.97' TO NEAR FACE CONCRETE WITNESS CORNER  
 W 32.67' TO NEAR FACE CONCRETE WITNESS CORNER  
 WSW 33.89' TO MAG NAIL w/WASHER IN TOP FENCE POST  
 S 32.01' TO MAG NAIL w/WASHER (PROPERTY CORNER)



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

2020-0409
NORTHWESTERN ENERGY GI 2020 SURVEY
FB

OWNERS: STEVEN D. HOSTLER AND ELAINE S. HOSTLER  
 SUBDIVIDER: STEVEN D. HOSTLER AND ELAINE S. HOSTLER  
 SURVEYOR: OLSSON  
 ENGINEER: OLSSON  
 NUMBER OF LOTS: 1

#### LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4, NE1/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 34-T11N-R10W; THENCE ON AN ASSUMED BEARING OF S00°39'31"W, ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 34, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S00°39'31"W, ALONG SAID EAST LINE, A DISTANCE OF 40.00 FEET; THENCE N89°59'18"W A DISTANCE OF 110.00 FEET; THENCE N00°39'31"E A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HUSKER HIGHWAY; THENCE S89°59'18"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 2800.00 SQUARE FEET OR 0.064 ACRES MORE OR LESS OF WHICH 0.037 ACRES IS NEW DEDICATED ROAD RIGHT-OF-WAY.

#### SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON \_\_\_\_\_, 2020, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A TRACT OF LAND CONSISTING OF PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4, NE1/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

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

#### DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT STEVEN D. HOSTLER AND ELAINE S. HOSTLER, HUSBAND AND WIFE, BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "NWE SOUTH SUBDIVISION" IN PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4, NE1/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND DO HEREBY DEDICATE THE ROAD RIGHT OF WAY, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER; AND THAT THE FOREGOING ADDITION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO,

AT \_\_\_\_\_, NEBRASKA, AT \_\_\_\_\_, NEBRASKA,  
 THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020. THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
 STEVEN D. HOSTLER

\_\_\_\_\_  
 ELAINE S. HOSTLER

#### ACKNOWLEDGMENT

STATE OF NEBRASKA  
 COUNTY OF HALL  
 ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020, BEFORE ME,  
 \_\_\_\_\_ A NOTARY PUBLIC WITHIN AND FOR  
 SAID COUNTY, PERSONALLY APPEARED STEVEN D. HOSTLER, TO ME  
 PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS  
 AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS  
 VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO  
 SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT  
 \_\_\_\_\_, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020, BEFORE ME,  
 \_\_\_\_\_ A NOTARY PUBLIC WITHIN AND FOR  
 SAID COUNTY, PERSONALLY APPEARED ELAINE S. HOSTLER, TO ME  
 PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS  
 AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS  
 VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO  
 SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT  
 \_\_\_\_\_, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

\_\_\_\_\_  
 NOTARY PUBLIC

\_\_\_\_\_  
 NOTARY PUBLIC

#### APPROVAL

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

\_\_\_\_\_  
 CHAIRPERSON DATE

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
 MAYOR

\_\_\_\_\_  
 CITY CLERK

USER: jjimenez

DWG: F:\2020\0001-0500\020-0409\40-Design\Survey\SRVY\Sheets\V\_FPLAT\_HOSTLER\_0200409.dwg

DATE: Aug 17, 2020 4:10pm

XREFS: V\_XRWAY\_0200409

\* This Space Reserved for Register of Deeds \*

SUBDIVISION AGREEMENT

**NWE SOUTH SUBDIVISION**  
1 LOT

In the City of Grand Island, Hall County Nebraska

The undersigned, STEVEN D. HOSTLER and ELAINE S. HOSTLER, hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

A TRACE OF LAND CONSISTING OF PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4, NE1/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6<sup>TH</sup> P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 34-T11N-R10W; THENCE ON AN ASSUMED BEARING OF S00 °39'31"W, ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 34, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S00°39'31"W, ALONG SAID EAST LINE, A DISTANCE OF 40.00 FEET; THENCE N89°59'18"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE

OF 110.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 2800.00 SQUARE FEET OR 0.064 ACRES MORE OR LESS OF WHICH 0.037 ACRES IS NEW DEDICATED ROAD RIGHT-OF-WAY.

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as NWE SOUTH SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by number, easements by dimensions, and streets by name, and proposes to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said NWE SOUTH SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

1. **Paving.** The Subdivider agrees to waive the right to object to the creation of any paving or repaving district for Capital Avenue and Husker Highway where they abut the subdivision.
2. **Water.** Public water supply is available to the subdivision, and all new structures requiring service shall be connected to such water supply.



3. **Sanitary Sewer.** Public sanitary sewer main is not available to the subdivision; therefore individual systems shall be permissible on an initial basis. However, the Subdivider waives the right to protest the creation of a sanitary sewer district within or abutting the subdivision.

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

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

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

7. **Engineering Data.** All final engineering plans and specifications for public improvements shall bear the signature and seal of a professional engineer registered in the

State of Nebraska and shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements. Inspections of improvements under construction shall be performed under the supervision of a professional engineer registered in the State of Nebraska, and upon completion shall be subject to inspection and approval by the Department of Public Works prior to acceptance by the City of Grand Island. An "as built" set of plans and specifications including required test results bearing the seal and signature of a professional engineer registered in the State of Nebraska shall be filed with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

8. **Warranty.** The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as NWE SOUTH SUBDIVISION, and that an abstract of title or title insurance commitment will be submitted for examination, if necessary, upon request of the City of Grand Island.

9. **Successors and Assigns.** This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs, devisees, and legatees. Where the term "Subdivider" is used in this agreement, the subsequent owners of any lots in the subdivision shall be responsible to perform any of the conditions of this agreement if the Subdivider has not performed such conditions.

Dated \_\_\_\_\_, 2020.

STEVEN D. HOSTLER, Subdivider

ELAINE S. HOSTLER, Subdivider

By: \_\_\_\_\_  
Steven D. Hostler

By: \_\_\_\_\_  
Elaine S. Hostler

STATE OF NEBRASKA            )  
  ) ss  
COUNTY OF HALL            )

On \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Steven D. Hostler, owner known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF NEBRASKA            )  
  ) ss  
COUNTY OF HALL            )

On \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Elaine S. Hostler, owner known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein.

WITNESS my hand and notarial seal the date above written.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



RESOLUTION 2020-261

WHEREAS know all men by these presents, that Steven D. Hostler and Elaine S. Hostler, husband and wife, being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as “NWE SOUTH SUBDIVISION”, A tract of land consisting of part of the northeast quarter of the northeast quarter (SE ¼ SE ¼ ) of Section thirty-four (34), Township eleven (11) north, range ten (10) west of the 6<sup>th</sup> P.M., in the jurisdiction of the City of Grand Island, Hall County Nebraska.

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

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

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

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

---

Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

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



# City of Grand Island

Tuesday, October 27, 2020

Council Session - Updated

## Item G-5

**#2020-262 - Approving Final Plat and Subdivision Agreement for  
Kate Subdivision**

Staff Contact: Chad Nabity

# Council Agenda Memo

**From:** Regional Planning Commission  
**Meeting:** October 27, 2020  
**Subject:** Kate Subdivision – Final Plat  
**Presenter(s):** Chad Nabity, AICP, Regional Planning Director

## Background

This property is located east of Vine Street and south of 12<sup>th</sup> Street in Grand Island, Nebraska. (2 lots, 0.16069 acres). This property is zoned R4 – High Density Residential Zone. A replat of lot Five (5), Block Thirty Six (36) Russel Wheeler’s Addition, to the City of Grand Island, Hall County, Nebraska. This property consists of 2 houses on a single lot. The houses were built in 1915 and 1927. Each house is served by its own water, waste water and electric services. In order to approve this subdivision Council has to grant a waiver to the minimum lot size requirement in the R4 zoning district.

## Discussion

The final plat for Kate Subdivision were considered at the Regional Planning Commission at the October 7, 2020 meeting.

A motion was made by Ruge and second by Rubio to approve all items on the Kate Subdivision subject to the conditions approval of the rezoning.

The motion was carried with nine members voting in favor (O’Neill, Ruge, Hendricksen, Robb, Nelson, Monter, Randone, Rubio and Rainforth) with no members voting no.

## Alternatives

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

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

## **Recommendation**

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

## **Sample Motion**

Move to approve as recommended.



**Developer/Owner**

Tom Ummel Sr.  
567 S. Shady Bend  
Grand Island, NE 68801

To create

**Size: Final Plat** 2 lots, 0.16069 Acres

**Zoning:** R4 High Density Residential Zone

**Road Access:** Property is served by 37' wide public city streets..

**Water Public:** City water is available and both house are connected. Owner is separating services.

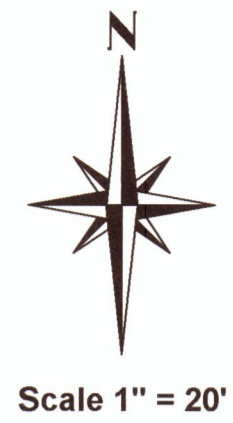
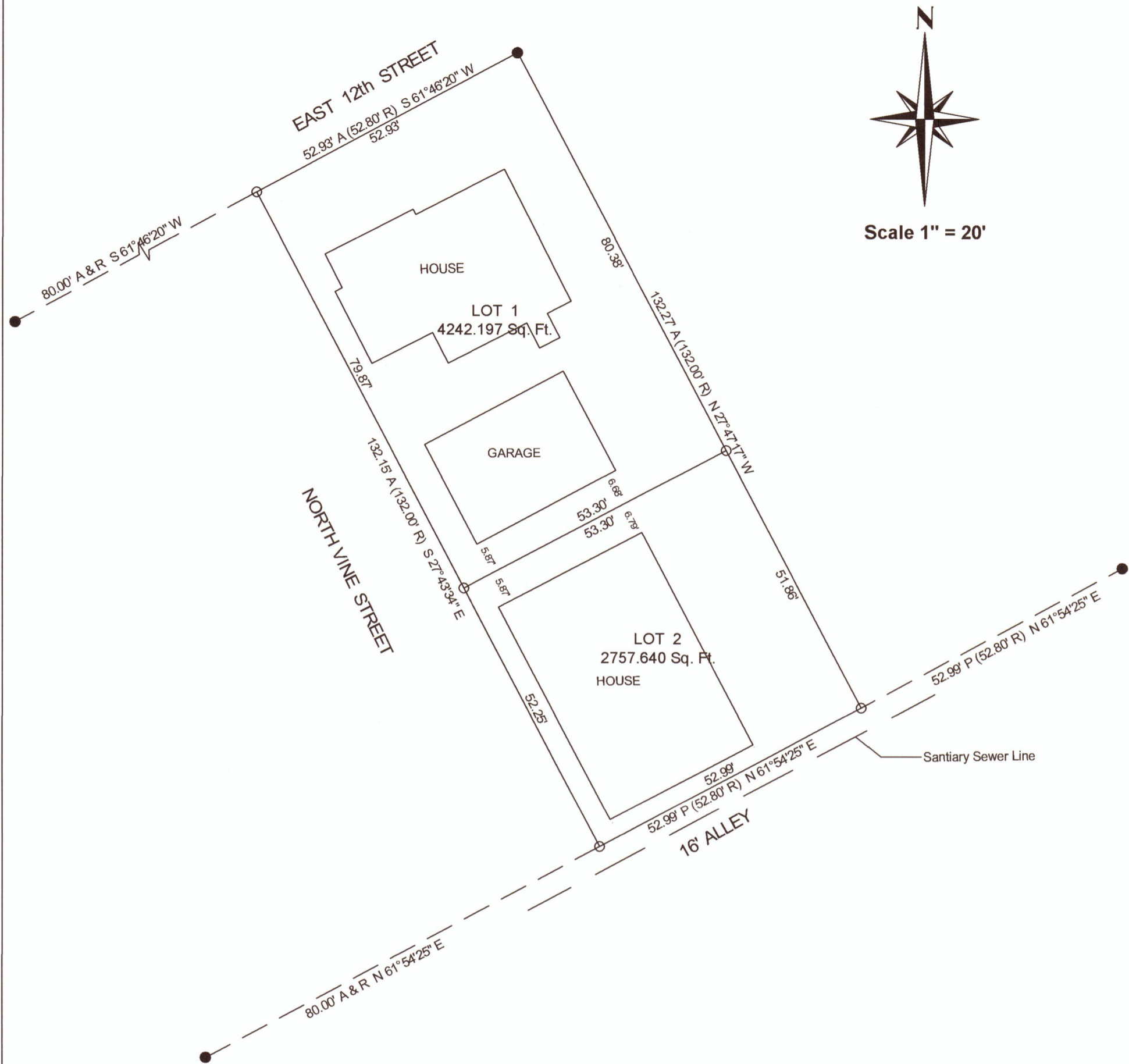
**Sewer Public:** City sewer is available and both houses are connected individually.



# KATE SUBDIVISION

## GRAND ISLAND, NEBRASKA

Utilities



**LEGAL DESCRIPTION**

A Replat of Lot Five (5), Block Thirty Six (36) Russel Wheeler's Addition, to the City of Grand Island, Hall County, Nebraska

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS, that Tom Ummel Sr., a single person, being the owner of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as KATE SUBDIVISION in City of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the easements, if any, as shown thereon for the location, construction and maintenance of public service utilities, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements; and that the foregoing subdivision as more particularly described in the description hereon as appears on this plat is made with the free consent and in accordance with the desires of the undersigned owner and proprietor.

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

\_\_\_\_\_  
Tom Ummel Sr.  
Date \_\_\_\_\_

**ACKNOWLEDGEMENT**

State of Nebraska  
County of Hall

On the \_\_\_ day of \_\_\_\_\_, 2020, before me \_\_\_\_\_ a Notary Public within and for said County, personally appeared Tom Ummel Sr., and to me personally known to be the identical persons whose signature is affixed hereto, and that he did acknowledge the execution thereof to be his voluntary act and deed.

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

My commission expires \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

**APPROVALS**

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

Approved and accepted by the City of Grand Island, Hall County, Nebraska this \_\_\_\_\_  
Day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**SURVEYORS CERTIFICATE**

I hereby certify that on September 13, 2020, I completed an accurate survey of 'KATE SUBDIVISION', in Hall County, Nebraska, as shown on the accompanying plat thereof; that the lots, blocks, streets, avenues, alleys, parks, commons and other grounds as contained in said subdivision as shown on the accompanying plat thereof are well and accurately staked off and marked; that iron markers were placed at all lot corners; that the dimensions of each lot are as shown on the plat; that each lot bears its own number; and that said survey was made with reference to known and recorded monuments.

\_\_\_\_\_  
Brent D Cyboron  
Nebraska Professional Registered Land Surveyor No. 727

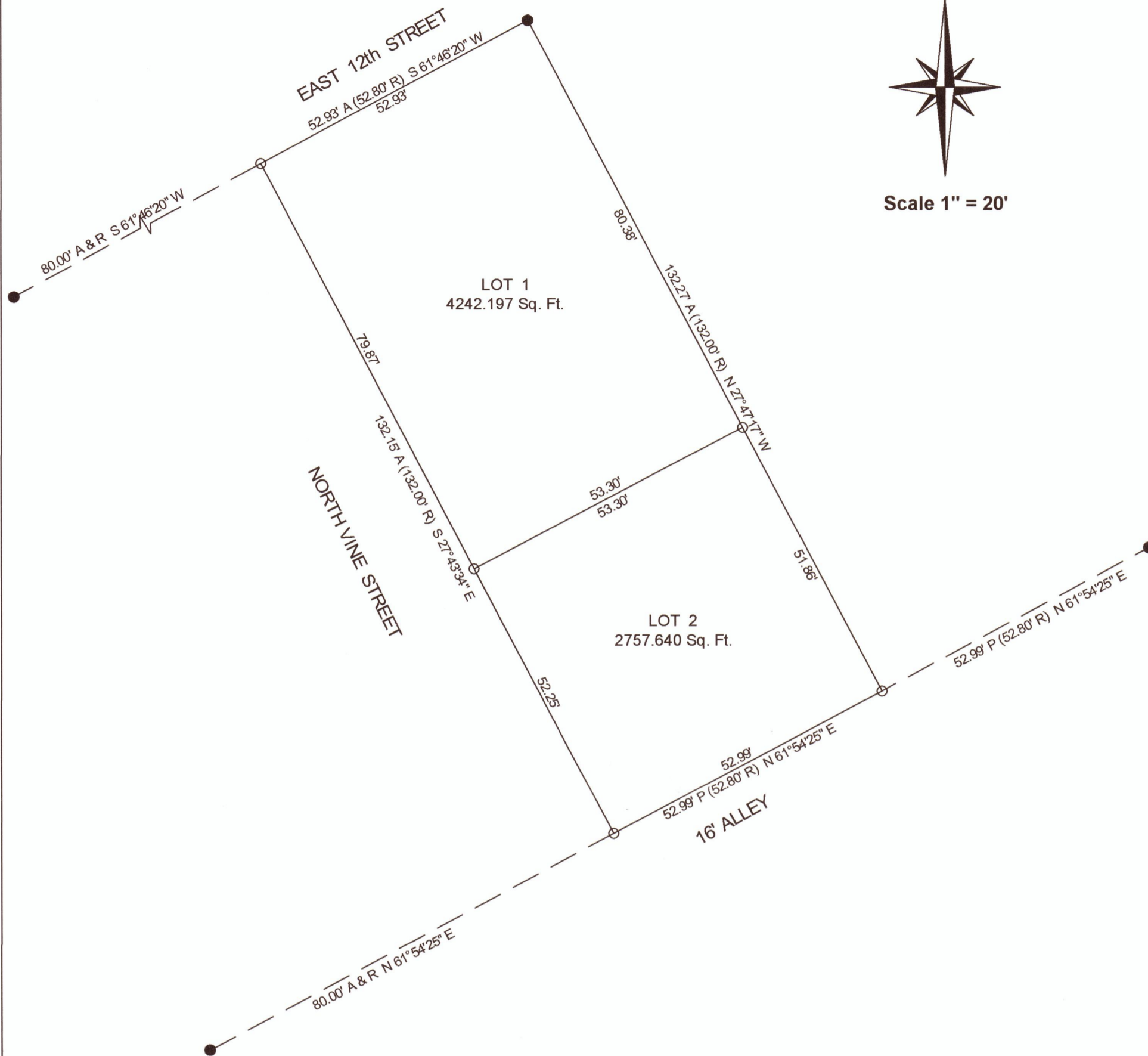
<b>KATE SUBDIVISION</b>			
LOCATION: GRAND ISLAND, NEBRASKA			
TITLE: 1113 N. Vine Street			
SCALE: AS SHOWN 1" = 20'	DATE: 9/14/2020	DRAWN BY: BRENT C	PAGE: 1 OF 1
GENESCH PROJECT NO:	DRAWING NO: 20-103	REVISION:	

# KATE SUBDIVISION

## GRAND ISLAND, NEBRASKA



Scale 1" = 20'



### LEGAL DESCRIPTION

A Replat of Lot Five (5), Block Thirty Six (36) Russel Wheeler's Addition, to the City of Grand Island, Hall County, Nebraska

### DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that Tom Ummel Sr., a single person, being the owner of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as 'KATE SUBDIVISION' in City of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the easements, if any, as shown thereon for the location, construction and maintenance of public service utilities, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements; and that the foregoing subdivision as more particularly described in the description hereon as appears on this plat is made with the free consent and in accordance with the desires of the undersigned owner and proprietor.

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

\_\_\_\_\_  
Tom Ummel Sr.  
Date \_\_\_\_\_

### ACKNOWLEDGEMENT

State of Nebraska  
County of Hall

On the \_\_\_\_ day of \_\_\_\_\_, 2020, before me \_\_\_\_\_ a Notary Public within and for said County, personally appeared Tom Ummel Sr., and to me personally known to be the identical persons whose signature is affixed hereto, and that he did acknowledge the execution thereof to be his voluntary act and deed.

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

My commission expires \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

### APPROVALS

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

Approved and accepted by the City of Grand Island, Hall County, Nebraska this \_\_\_\_\_  
Day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

### SURVEYORS CERTIFICATE

I hereby certify that on September 13, 2020, I completed an accurate survey of 'KATE SUBDIVISION', in Hall County, Nebraska, as shown on the accompanying plat thereof; that the lots, blocks, streets, avenues, alleys, parks, commons and other grounds as contained in said subdivision as shown on the accompanying plat thereof are well and accurately staked off and marked; that iron markers were placed at all lot corners; that the dimensions of each lot are as shown on the plat; that each lot bears its own number; and that said survey was made with reference to known and recorded monuments.

\_\_\_\_\_  
Brent D Cyboron

Nebraska Professional Registered Land Surveyor No. 727

<b>KATE SUBDIVISION</b>			
LOCATION: GRAND ISLAND, NEBRASKA			
TITLE: 1113 N. Vine Street			
SCALE AT AS: 1" = 20'	DATE: 9/14/2020	DRAWN: BRENT C	PAGE: 1 OF 1
BENESCH PROJECT NO.	DRAWING NO. 20-103	REVISION:	

\* This Space Reserved for Register of Deeds \*

SUBDIVISION AGREEMENT

**KATE SUBDIVISION**  
2 LOTS

In the City of Grand Island, Hall County Nebraska

The undersigned, TOM UMMEL, SR., hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

A REPLAT OF LOT FIVE (5), BLOCK THIRTY SIX (36)  
RUSSEL WHEELER'S ADDITION, TO THE CITY OF GRAND  
ISLAND, HALL COUNTY, NEBRASKA;

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as KATE SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with

the lots designated by number, easements by dimensions, and streets by name, and proposes to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said KATE SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

1. **Paving.** The Subdivider agrees to waive the right to object to the creation of any paving or repaving district for 12<sup>th</sup> Street and Vine Street where they abut the subdivision.

2. **Water.** Public water is available to the subdivision and the Subdivider agrees to extend, connect and provide water service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection.

3. **Sanitary Sewer.** Public sanitary sewer is available to the subdivision and the Subdivider agrees to extend, connect and provide sanitary sewer service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection.

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

to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

5. **Sidewalks.** The Subdivider shall maintain all public sidewalks required by the City of Grand Island.

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

7. **Separation of Utilities.** The Subdivider agrees that they are separating existing buildings onto separate lots and will provide to the City with this agreement proof that each lot is served by separate water services. The Subdivider shall be responsible for all permits and inspections required for such separation.

8. **Engineering Data.** All final engineering plans and specifications for public improvements shall bear the signature and seal of a professional engineer registered in the State of Nebraska and shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements. Inspections of improvements under construction shall be performed under the supervision of a professional engineer registered in the State of Nebraska, and upon completion shall be subject to inspection and approval by the Department of Public Works prior to acceptance by the City of Grand Island. An "as built" set of plans and specifications including required test results bearing the seal and signature of a professional engineer registered in the State of Nebraska shall be filed

with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

9. **Warranty.** The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as KATE SUBDIVISION, and that an abstract of title or title insurance commitment will be submitted for examination, if necessary, upon request of the City of Grand Island.

10. **Successors and Assigns.** This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs, devisees, and legatees. Where the term "Subdivider" is used in this agreement, the subsequent owners of any lots in the subdivision shall be responsible to perform any of the conditions of this agreement if the Subdivider has not performed such conditions.

Dated \_\_\_\_\_, 2020.

Tom Ummel, Sr., Subdivider

By: \_\_\_\_\_  
Tom Ummel, Sr.

STATE OF NEBRASKA        )  
  ) ss  
COUNTY OF HALL         )

On \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Tom Ummel Sr., known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

\_\_\_\_\_  
Notary Public





RESOLUTION 2020-262

WHEREAS Tom Ummel Sr. being the owner of the land described hereon, have caused the same to be surveyed, subdivided, platted and designated as “KATE SUBDIVISION”, a replat of land consisting of Lot Five (5), Block Thirty-Six (6), Russell Wheeler’s Addition to the City of Grand Island, Hall County, Nebraska, and has caused a plat thereof to be acknowledged by it; and

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

WHEREAS, two houses are located on this single lot and have been since at least 1927 and such houses were legal at the time of construction; and

WHEREAS, the lots of such subdivision cannot meet the minimum lot size requirements of the R4 zoning district; and

WHEREAS, the houses are served with separate water, waste water and electrical services; and

WHEREAS, §33-21 of the Grand Island City Code allows Council to modify or waive specific provision of the regulations and the Council finds that:

- (1) The strict application of a particular provision would produce undue hardship.
- (2) Such hardship is not shared generally by other properties in the proposed subdivision, or in the case of modifications or waivers affecting an entire proposed subdivision the hardship is not shared generally with other similar subdivisions.
- (3) The authorization of the modification or waiver will not be a substantial detriment to adjacent property and the character of the proposed subdivision will not be adversely changed.
- (4) The granting of such modification or waiver is based upon demonstrable and exceptional hardship as distinguished from variations for purposes of convenience, profit, or caprice.
- (5) The granting of such modification will not unduly compromise the intent of this chapter; and

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

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

Approved as to Form	☐ _____
October 26, 2020	☐ City Attorney

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2020.

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Roger G. Steele, Mayor

Attest:

---

RaNae Edwards, City Clerk

- 2 -



# City of Grand Island

Tuesday, October 27, 2020

Council Session - Updated

## Item G-6

**#2020-263 - Approving Final Plat and Subdivision Agreement for Farmstead South Subdivision**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission  
**Meeting:** October 27, 2020  
**Subject:** Farmstead South Subdivision – Final Plat  
**Presenter(s):** Chad Nability, AICP, Regional Planning Director

## **Background**

This property is located west of Farmstead Road and south of Husker Highway in Grand Island, Nebraska. (2 lots, 6.916 acres). This property is zoned LLR – Large Lot Residential Zone. A replat of Lot Six (6), Grand Island Farmstead Project, Hall County, Nebraska.

## **Discussion**

The final plat for Farmstead South Subdivision were considered at the Regional Planning Commission at the October 7, 2020 meeting.

A motion was made by Ruge and second by Rubio to approve all items on the Kate Subdivision subject to the conditions approval of the rezoning.

The motion was carried with nine members voting in favor (O’Neill, Ruge, Hendricksen, Robb, Nelson, Monter, Randone, Rubio and Rainforth) with no members voting no.

## **Alternatives**

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

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

## **Recommendation**

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

## **Sample Motion**

Move to approve as recommended.

**Developer/Owner**  
Justin P. and Anna Oseka.  
3524 Farmstead Road  
Grand Island, NE 68801

To create

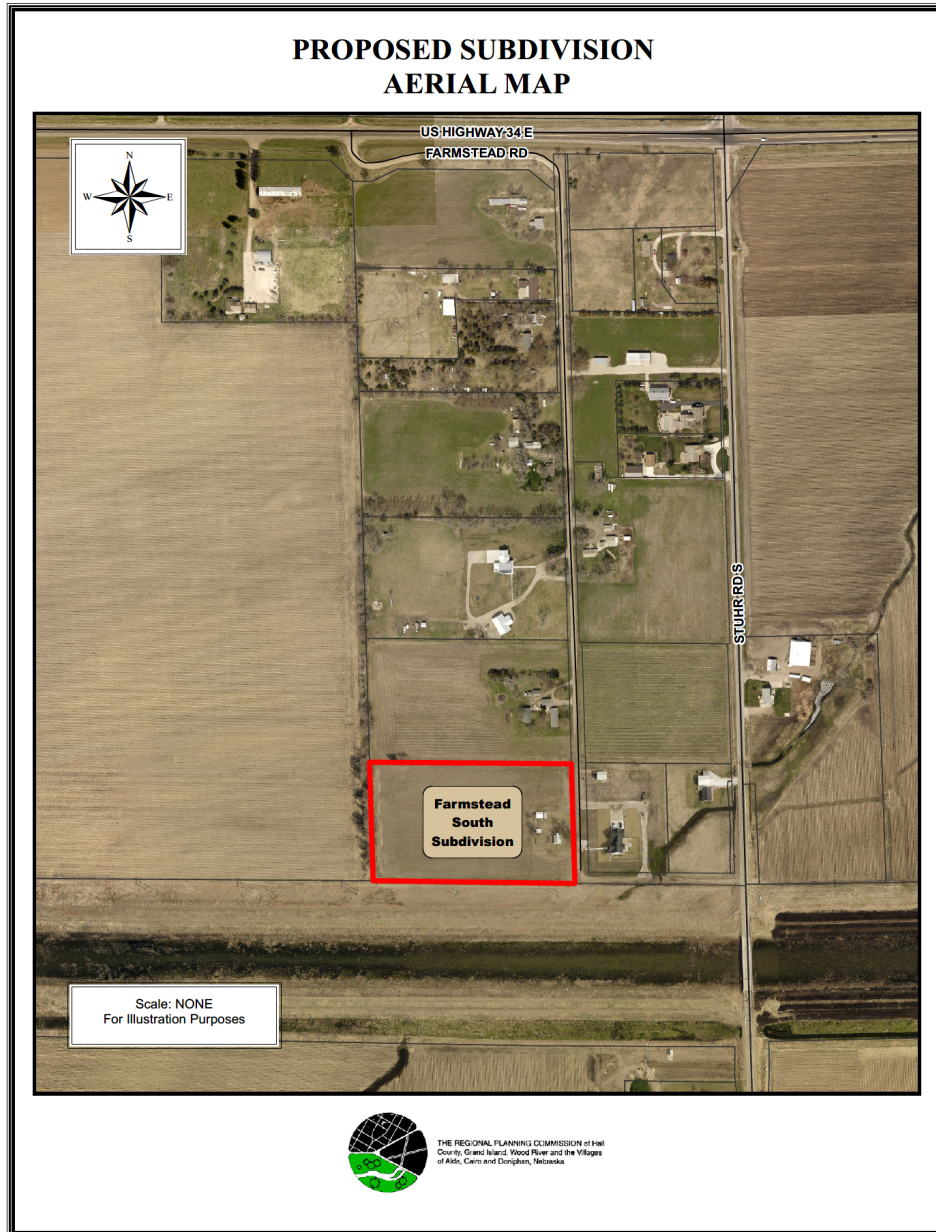
**Size: Final Plat** 2 lots, 6.916 Acres

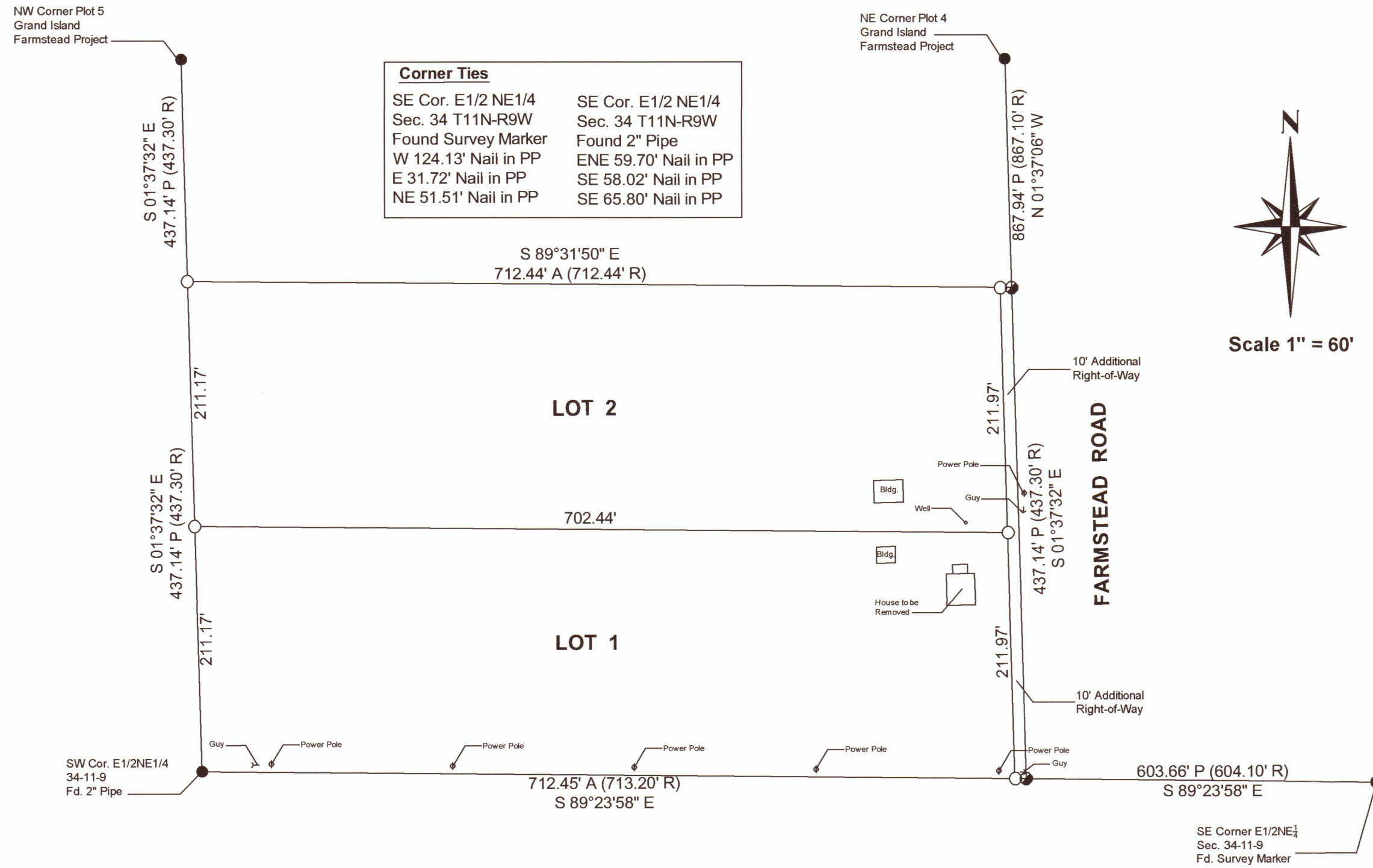
**Zoning:** LLR Large Lot Residential Zone

**Road Access:** Property an existing gravel county road.

**Water Public:** City water is not available.

**Sewer Public:** City sewer is not available.





# FARMSTEAD SOUTH SUBDIVISION UTILITY EXHIBIT

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that Justin P. Oseka and Anna Oseka Husband and Wife, being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as FARMSTEAD SOUTH SUBDIVISION' in Hall County, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the easements, if any, as shown thereon for the location, construction and maintenance of public service utilities, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements; and that the foregoing subdivision as more particularly described in the description hereon as appears on this plat is made with the free consent and in accordance with the desires of the undersigned owner and proprietor.

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

Justin P. Oseak

Anna Oseka

Date \_\_\_\_\_

Date \_\_\_\_\_

## ACKNOWLEDGEMENT

State of Nebraska

County of Hall

On the \_\_\_\_ day of \_\_\_\_\_, 2020, before me \_\_\_\_\_ a Notary Public within and for said County, personally appeared Justin P. Oseka a married person, and to me personally known to be the identical person whose signature is affixed hereto, and that he did acknowledge the execution thereof to be his voluntary act and deed.

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

My commission expires \_\_\_\_\_ .20\_\_

Notary Public

## ACKNOWLEDGEMENT

State of Nebraska

County of Hall

On the \_\_\_\_ day of \_\_\_\_\_, 2020, before me \_\_\_\_\_ a Notary Public within and for said County, personally appeared Anna Oseka a married person, and to me personally known to be the identical person whose signature is affixed hereto, and that he did acknowledge the execution thereof to be his voluntary act and deed.

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

My commission expires \_\_\_\_\_ .20\_\_

Notary Public

## LEGAL DESCRIPTION

A Replat of Plot Six (6) Grand Island Farmstead Project, Hall County, Nebraska, contains a area of 6.916 Acres More or Less and 0.097 Acres More or Less for Road Right-of Way.

## SURVEYORS CERTIFICATE

I hereby certify that on August 24, 2020, I completed an accurate survey of 'FARMSTEAD SOUTH SUBDIVISION', in Hall County, Nebraska, as shown on the accompanying plat thereof; that the lots, blocks, streets, avenues, alleys, parks, commons and other grounds as contained in said subdivision as shown on the accompanying plat thereof are well and accurately staked off and marked; that iron markers were placed at all lot corners; that the dimensions of each lot are as shown on the plat; that each lot bears its own number; and that said survey was made with reference to known and recorded monuments.

Brent D Cyboron

Nebraska Professional Registered Land Surveyor No. 727

## APPROVALS

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

Chairman \_\_\_\_\_ Date \_\_\_\_\_  
Approved and accepted by the Hall County Board of Supervisors, this Day of \_\_\_\_\_, 2020

Approved and accepted by the City of Grand Island, Hall County, Nebraska this \_\_\_\_\_ Day of \_\_\_\_\_, 2020

Chairman of the Board

Mayor

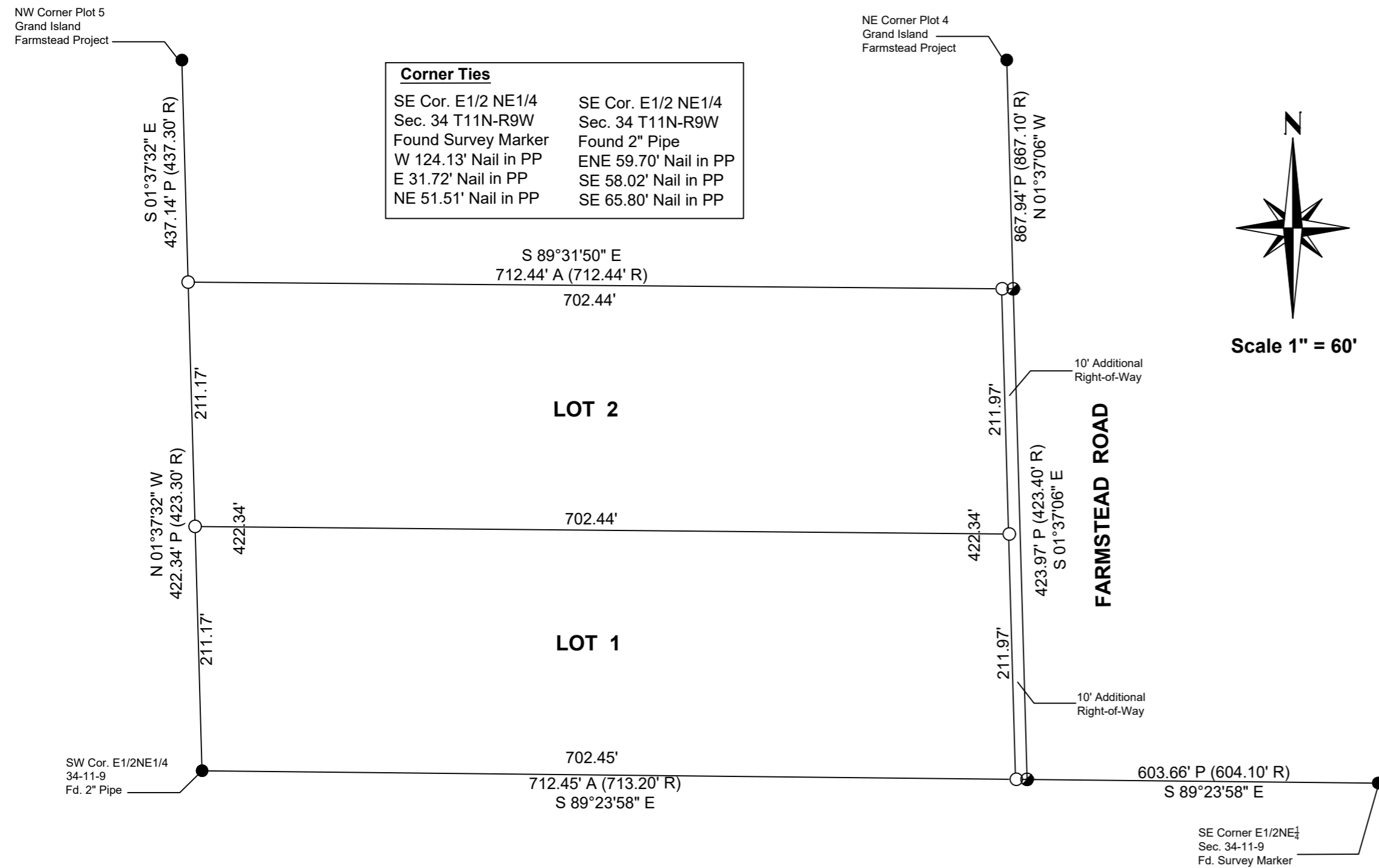
City Clerk

## Legend

- - Corner Found 1/2" Pipe Unless Otherwise Noted
- - 1/2 Rebar Placed W/Survey Cap Unless Otherwise Noted
- ⊙ - Temporary Point
- All Distances on Curves are Chord Distance
- R - Recorded Distance
- A - Actual Distance
- P - Prorated Distance

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

LOCATION: Replat Plot Six (6) Grand Island Farmstead Project			
TITLE: Hall County, Nebraska			
SCALE: AT AS 1" = 60'	DATE: 8/26/2020	DRAWN: Brent C.	PAGE: 1 OF 1
BENSCH PROJECT NO:	DRAWING NO: 20-082	REVISION:	



# FARMSTEAD SOUTH SUBDIVISION

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that Justin P. Oseka and Anna Oseka Husband and Wife, being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as FARMSTEAD SOUTH SUBDIVISION' in Hall County, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the easements, if any, as shown thereon for the location, construction and maintenance of public service utilities, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements; and that the foregoing subdivision as more particularly described in the description hereon as appears on this plat is made with the free consent and in accordance with the desires of the undersigned owner and proprietor.

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

Justin P. Oseka  
Date \_\_\_\_\_

Anna Oseka  
Date \_\_\_\_\_

## ACKNOWLEDGEMENT

State of Nebraska

County of Hall

On the \_\_\_\_ day of \_\_\_\_\_, 2020, before me \_\_\_\_\_ a Notary Public within and for said County, personally appeared Justin P. Oseka a married person, and to me personally known to be the identical person whose signature is affixed hereto, and that he did acknowledge the execution thereof to be his voluntary act and deed.

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

My commission expires \_\_\_\_\_ .20\_\_

\_\_\_\_\_  
Notary Public

## ACKNOWLEDGEMENT

State of Nebraska

County of Hall

On the \_\_\_\_ day of \_\_\_\_\_, 2020, before me \_\_\_\_\_ a Notary Public within and for said County, personally appeared Anna Oseka a married person, and to me personally known to be the identical person whose signature is affixed hereto, and that he did acknowledge the execution thereof to be his voluntary act and deed.

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

My commission expires \_\_\_\_\_ .20\_\_

\_\_\_\_\_  
Notary Public

## LEGAL DESCRIPTION

A Replat of Plot Six (6) Grand Island Farmstead Project, Hall County, Nebraska, contains a area of 6.916 Acres More or Less and 0.097 Acres More or Less for Road Right-of-Way.

## SURVEYORS CERTIFICATE

I hereby certify that on August 24, 2020, I completed an accurate survey of 'FARMSTEAD SOUTH SUBDIVISION', in Hall County, Nebraska, as shown on the accompanying plat thereof; that the lots, blocks, streets, avenues, alleys, parks, commons and other grounds as contained in said subdivision as shown on the accompanying plat thereof are well and accurately staked off and marked; that iron markers were placed at all lot corners; that the dimensions of each lot are as shown on the plat; that each lot bears its own number; and that said survey was made with reference to known and recorded monuments.

\_\_\_\_\_  
Brent D Cyboron

Nebraska Professional Registered Land Surveyor No. 727

## APPROVALS

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

\_\_\_\_\_  
Chairman  
Approved and accepted by the Hall County Board of Supervisors, this  
Day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Chairman of the Board

Approved and accepted by the City of Grand Island, Hall County, Nebraska this  
Day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

## Legend

- - Corner Found 1/2" Pipe Unless Otherwise Noted
- - 1/2 Rebar Placed W/Survey Cap Unless Otherwise Noted
- - Temporary Point
- All Distances on Curves are Chord Distance
- R - Recorded Distance
- A - Actual Distance
- P - Prorated Distance

INITIAL POINT SURVEYING LLC 1811 W 2nd Street, Suite 280 Grand Island, NE 68803 308-383-6754 Cell 308-675-4141 Office			
LOCATION:	Replat Plot Six (6) Grand Island Farmstead Project		
TITLE:	Hall County, Nebraska		
SCALE AT 1" = 60'	DATE:	DRAWN:	PAGE:
	8/26/2020	Brent C.	1 OF 1
BENESCH PROJECT NO:	DRAWING NO:	REVISION:	
	20-082	9/8/2020	

\* This Space Reserved for Register of Deeds \*

SUBDIVISION AGREEMENT

**FARMSTEAD SOUTH SUBDIVISION**  
2 LOTS

In the City of Grand Island, Hall County Nebraska

The undersigned, JUSTIN P. OSEKA, and ANNA OSEKA hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

A REPLAT OF PLOT SIX (6) GRAND ISLAND FARMSTEAD PROJECT, HALL COUNTY, NEBRASKA, CONTAINS AN AREA OF 6.916 ACRES MORE OR LESS AND 0.097 ACRES MORE OR LESS FOR ROAD RIGHT-OF-WAY.

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as FARMSTEAD SOUTH SUBDIVISION, designating explicitly the



land to be laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by number, easements by dimensions, and streets by name, and proposes to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said FARMSTEAD SOUTH SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

1. **Paving.** The Subdivider agrees to waive the right to object to the creation of any paving or repaving district for Farmstead Road where it abuts the subdivision.

2. **Water.** Public water supply is not available to the subdivision. Therefore, individual water well systems shall be permissible on an initial basis. The Subdivider waives the right to protest the creation of any future water district within or abutting the subdivision.

3. **Sanitary Sewer.** Public sanitary sewer main is not available to the subdivision; therefore individual systems shall be permissible on an initial basis. However, the Subdivider waives the right to protest the creation of a sanitary sewer district within or abutting the subdivision.

4. **Storm Drainage.** The Subdivider agrees to provide and maintain positive drainage from all lots, according to the drainage plan, so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. If

the Subdivider fails to grade and maintain such drainage the City may create a drainage district to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

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

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

7. **Engineering Data.** All final engineering plans and specifications for public improvements shall bear the signature and seal of a professional engineer registered in the State of Nebraska and shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements. Inspections of improvements under construction shall be performed under the supervision of a professional engineer registered in the State of Nebraska, and upon completion shall be subject to inspection and approval by the Department of Public Works prior to acceptance by the City of Grand Island. An "as built" set of plans and specifications including required test results bearing the seal and signature of a professional engineer registered in the State of Nebraska shall be filed

with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

8. **Warranty.** The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as FARMSTEAD SUBDIVISION, and that an abstract of title or title insurance commitment will be submitted for examination, if necessary, upon request of the City of Grand Island.

9. **Successors and Assigns.** This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs, devisees, and legatees. Where the term "Subdivider" is used in this agreement, the subsequent owners of any lots in the subdivision shall be responsible to perform any of the conditions of this agreement if the Subdivider has not performed such conditions.

Dated \_\_\_\_\_, 2020.

JUSTIN P. OSEKA, Subdivider

ANNA OSEKA, Subdivider

By: \_\_\_\_\_  
Justin P. Oseka

By: \_\_\_\_\_  
Anna Oseka

STATE OF NEBRASKA        )  
  ) ss  
COUNTY OF HALL         )

On \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Justin P. Oseka, owner, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF NEBRASKA            )  
  ) ss  
COUNTY OF HALL            )

On \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Anna Oseka, owner, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

\_\_\_\_\_ Notary Public

My commission expires: \_\_\_\_\_

CITY OF GRAND ISLAND, NEBRASKA  
A Municipal Corporation

By: \_\_\_\_\_  
Roger G. Steele, Mayor

Attest: \_\_\_\_\_

— RaNae Edwards, City Clerk

(STATE OF NEBRASKA )  
  ) ss  
COUNTY OF HALL            )

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

WITNESS my hand and notarial seal the date above written.

---

Notary Public

My commission expires: \_\_\_\_\_

RESOLUTION 2020-263

WHEREAS, known all men by these presents, that Justin P. Oseka and Anna Oseka, husband and wife, being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "FARMSTEAD SOUTH SUBDIVISION". A replat of lot six (6) Grand Island Farmstead Project, Hall County, Nebraska, contains an area of 6.916 acres more or less and 0.097 acres more or less for road right-of-way; and

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
October 27, 2020	☒ City Attorney



# City of Grand Island

Tuesday, October 27, 2020

Council Session - Updated

## Item G-7

**#2020-264 - Approving Inter-local Agreement with Hall County for Rehabilitation of a Portion of Stuhr Road**

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

# Council Agenda Memo

**From:** Shannon Callahan, Street Superintendent

**Meeting:** October 27, 2020

**Subject:** Approving Inter-local Agreement with Hall County for Rehabilitation of a Portion of Stuhr Road

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

## Background

Council approval is required before entering into an inter-local agreement. Pursuing an inter-local agreement between governmental entities is an efficient means of collaborating efforts to better our community.

This agreement is with Hall County Highway Department for rehabilitation of a portion of Stuhr Road from Stolley Park Road, north intersection, to the southern City Limits (300 feet).

## Discussion

Hall County is performing an asphalt overlay on Stuhr Road between Highway 34 and Stolley Park Road (south intersection) which is an ideal time to coordinate with needed work on a portion of Stuhr Road within the city limits - from the north intersection of Stolley Park Road to the southern intersection of Stolley Park Road. This coordination will allow the use of the same road closure and the same contractor resulting in efficiencies in travel delay and cost savings.

Per the agreement Hall County will submit to the City of Grand Island an itemized bill for payment of our share of the project cost which is estimated to be \$8,000.

## 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 inter-local agreement with Hall County and pass a Resolution authorizing the Mayor to sign the agreement.

## **Sample Motion**

Move to approve the inter-local agreement with Hall County.

# **INTERLOCAL COOPERATIVE AGREEMENT**

## **FOR REHABILITATION OF ROADS AND STREETS IN AND AROUND GRAND ISLAND, NEBRASKA**

### **BY AND BETWEEN THE COUNTY OF HALL, NEBRASKA AND THE CITY OF GRAND ISLAND, NEBRASKA**

THIS AGREEMENT is made and entered into by and between the County of Hall, Nebraska, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as the “County”, and the City of Grand Island, Nebraska, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as the “City”, WITNESSTH:

WHEREAS, the Interlocal Cooperation Act, NEB. REV. STAT. § 13-801, *et seq.* provides that units of local government of the State of Nebraska and Nebraska state agencies may enter into agreement for the joint and cooperative exercise of powers, privileges, or authority capable of being exercised by either agency; and

WHEREAS, the Interlocal Cooperation Act further provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or other undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the County and the City wish to enter into this interlocal agreement for a joint asphaltic concrete resurfacing project on roads and streets in and near the City because of the anticipated cost savings attainable through using a single bidding process and efficiencies of planning and construction with the county and city sharing in the costs and responsibilities as set forth in this agreement in conjunction with the annual asphaltic concrete resurfacing program.

NOW, THEREFORE, in consideration of these facts, the parties hereto mutually covenant and agree as follows:

**1) Scope of the Project:** This agreement is for the asphaltic concrete resurfacing on the following roads or streets (see Attachment “A”):

- a) Stuhr Road from Stolley Park Road south to City Limits (approx. 300 feet)

**2) The project cost will include:**

- a) Final design and construction engineering costs.
- b) Actual quantities of materials used at contract unit prices for the contractor under contract with the County to resurface the roadway.
- c) Building earth shoulders and performing seeding of disturbed earth (as needed).
- d) Placing pavement markings on the new asphaltic concrete surface.
- e) The estimated costs for the project are detailed on attachment B.

**3) County’s Obligations**

The County shall be responsible for the following with respect to the project:

- a) All financial cost associated with Stuhr Road from south City Limits to US Highway 34 (approx. 1.08 miles).
- b) Performing final design and construction engineering services for the project.
- c) Prepare plans and bid specifications for the project following the required bidding practices and requirements of law.
- d) Enter into a contract with a contractor to perform the asphaltic concrete resurfacing work.
- e) Tracking costs of the project and preparing an itemized bill for the City’s share of the project costs.
- f) If any work on the project is performed by City within the limits of the County’s responsibility, the cost of that work shall count towards City’s share of the project cost.

**4) City’s Obligations:**

The City shall be responsible for the following with respect to the project:

- a) All financial cost associated with Stuhr Road from Stolley Park Road south to City Limits (approx. 300 feet).
- b) The City Street Superintendent shall concur in the award of the construction contract.
- c) Upon completion of the work and submittal of an itemized bill from County, City will make payments to the County for the City’s share of the project costs.
- d) If any work on the project is performed by the County within the limits of the City’s responsibility, the cost of that work shall count towards the County’s share of the project cost.

- 5) **Governance:** This agreement shall be co-governed by the Hall County Public Works Director and the Public Works Director for the City of Grand Island.
- 6) **Indemnification.** Each party hereto agrees to indemnify and hold harmless the other party from and against all losses, liability, expenses, damages and claims, including attorney's fees, arising out of or resulting from the indemnifying party's acts or omissions in performing under this agreement, except to the extent caused by negligent or willful act or omission of the other party. Each party agrees to provide liability insurance to indemnify itself in the event that it becomes liable for the payment of a judgment based upon its acts or omissions, or the acts or omissions of its agents or employees in performing this agreement.
- 7) **Modification:** This agreement may be modified by written agreement of the Parties.
- 8) **No Separate Entity:** There shall be no separate legal entity created through this interlocal cooperative agreement.
- 9) **Finances:** This agreement shall be financed by the funds available to the parties hereto with both government entities assuring each other that each has fiscal capacity and authority to enter into and carry out this interlocal agreement.
- 10) **Further Agreements:** Each Party hereto shall be responsible for the maintenance of its portion of the roads or streets following completion of the project.
- 11) **Term and Duration:** This agreement shall become effective on the date that the second party executes the agreement and shall continue in force and remain binding through completion of the project or until either party terminates the agreement upon a 90 day written notice to the other party.
- 12) **Provision of Assistance:** Pursuant to the Interlocal Cooperation Act, any party to this agreement, in the party's sole discretion, may appropriate funds and may sell, lease, give, or otherwise provide assistance, including personnel and services, as may be within the party's legal power to furnish.

**NOW THEREFORE**, in consideration of the covenants and obligations contained herein, Hall County and the City of Grand Island duly execute this agreement.

**HALL COUNTY**

**CITY OF GRAND ISLAND**

Executed this \_\_\_\_ day of \_\_\_\_\_, 2020.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_  
Pamela E. Lancaster, Chair  
Hall County Board of Commissioners

By: \_\_\_\_\_  
Roger Steele, Mayor  
City of Grand Island, Nebraska

Attest: \_\_\_\_\_  
Marla Conley  
Hall County Clerk

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk  
City of Grand Island

**Attachment A**  
**MAP OF PROJECT LIMITS**



**ATTACHMENT B  
ESTIMATE OF COSTS**

Fall 2020 Asphalt Resurfacing					
City Resurfacing on Stuhr Road					
<b>Stuhr Road</b>					
From West leg of Stolley south to South end of Bridge					
Approximately 300' long					
Item Number	Item Description	U.O.M.	Quantity	Bid Price	Extension
3	Cold Milling, Class 1 (Approximately 3/4" to 1" milling Yields 10.5 to 14 Tons per Station)	Square Yards	800	\$ 1.50	\$ 1,200.00
4	Asphaltic Concrete, Type "SPR" at approx 2.5" thick Minimum 5.2% AC <a href="#">PG 64-34</a> (AASHTO M332 PG 58V-34) as subsidiary	Tons	110	\$ 60.00	\$ 6,600.00
6	Emulsified Asphalt for Tack Coat (Acceptable Types are: SS-1, SS- 1H, CSS-1, CSS-1H & CFS-1) 0.10 gallons per square yard on existing asphalt & 0.08 on new asphalt	Gallon s	100	\$ 2.00	\$ 200.00
				<b>Estimate</b>	<b>\$ 8,000.00</b>

RESOLUTION 2020-264

WHEREAS, Hall County is proposing an asphalt overlay project for a section of Stuhr Road; and

WHEREAS, a portion of such asphalt work will be within the limits of the City of Grand Island; and

WHEREAS, it is recommended that an Inter-local Agreement be entered into with Hall County for sharing in the cost of such work; and

WHEREAS, the City of Grand Island has prepared an Inter-local Agreement, which has been reviewed by the City's Legal Department and Hall County, for such work to be completed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Inter-local Agreement by and between the City of Grand Island and Hall County, Nebraska for the asphalt overlay work to be performed on a section of Stuhr Road is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
October 26, 2020	☒ City Attorney





# City of Grand Island

Tuesday, October 27, 2020

Council Session - Updated

## Item G-8

### #2020-265 - Approving Updated Parking Regulations

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

# Council Agenda Memo

**From:** Shannon Callahan, Street Superintendent  
**Meeting:** October 27, 2020  
**Subject:** Consideration of Approving Updated Parking Regulations  
**Presenter(s):** John Collins PE, Public Works Director

## Background

Council action is required to designate parking restrictions on any public street. As changes are approved the City Council will also approve the master list of parking designations/restrictions.

Below is discussion for two (2) parking restriction additions to the master list of parking designations/restriction.

## Discussion

Parking Restriction Addition #1 – Tow Zone on Swift Road between Stuhr Road and Museum Drive.

A safety concern was brought to the Public Works Department by JBS regarding vehicles parked along Swift Road with no regard for the posted No Parking area.

The Public Works and Police Departments reviewed the request for this area and concur with the recommendation to designate a tow zone on both sides of Swift Road from Stuhr Road to Museum Drive, as shown on the attached sketch.

This will enable the Police Department to take immediate action in removing vehicles parked along this route and relieve congestion in the area with the frequent pedestrian traffic crossing Swift Road between the employee parking lot and the JBS facility.

Parking Restriction Addition #2 – No Parking around the Koenig Street/Louise Street Intersection.

A safety concern about parking in the vicinity of the Koenig Street/Louise Street intersection was brought to the Public Works Department by local residents.

Upon evaluation, it was determined that parking in proximity of the Koenig Street/Louise Street triangular intersection isn't conducive for an acceptable sight distance for traveling motorists.

Public Works is recommending no parking on both sides of Koenig Street and Louise Street per the attached exhibit.

### **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 resolution designating a Tow Zone on Swift Road from Stuhr Road to Museum Drive and the No Parking area on both Koenig Street and Louise Street.

### **Sample Motion**

Move to approve the resolution.

RESOLUTION 2020-265

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

WHEREAS, to address a safety concern on Swift Road from Stuhr Road to Museum Drive, the Public Works and Police Departments request to enforce a Tow Zone, as noted on the attached sketch; and

WHEREAS, to address sight distance concerns on both Koenig Street and Louise Street, the Public Works Department requests to enact No Parking areas on each street; and

WHEREAS, it is recommended that such Tow Zone and No Parking areas be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that parking regulations within the City of Grand Island are established as listed on the attached exhibits “Part One- No Parking; dated 2020/10/19”, “Part Two- Time Restriction Parking, dated 2020/10/19”, Part Three- Loading Zones, dated 2020/10/19”, and “Part Four- Tow Zone, dated 2020/10/19”.

BE IT FURTHER RESOLVED, that this resolution supersedes any and all other resolutions established or amending parking regulations for the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 26, 2020	☐ City Attorney

PARKING RESTRICTION RESOLUTION

PART ONE - NO PARKING (2020/10/19)

Street	From	To	Side of Street	Parking Restriction Type	Parking Restriction Effective Days	Parking Restriction Effective Time
10th Street	Broadwell Avenue	135' East of Broadwell Avenue	Both	No Parking	7	24 Hr.
10th Street	90' West of Eddy Street	110' East of Eddy Street	Both	No Parking	7	24 Hr.
10th Street	160' West of Cedar Street	Cedar Street	South	No Parking	7	7:00am-4:30pm
11th Street	Wheeler Street	Pine Street	South	No Parking	7	24 Hr.
11th Street	40' West of Beal Street	40' East of Beal Street	Both	No Parking	7	24 Hr.
12th Street	Eddy Street	Pine Street	South	No Parking	7	24 Hr.
13th Street	75' East of Howard Avenue	280' West of Kruse Avenue	South	No Parking	7	24 Hr.
13th Street	100' East of Howard Avenue	350' West of Kruse Avenue	North	No Parking	7	24 Hr.
13th Street	245' West of Broadwell Avenue	Broadwell Avenue	South	No Parking	7	24 Hr.
13th Street	140' West of Broadwell Avenue	Broadwell Avenue	North	No Parking	7	24 Hr.
15th Street	Eddy Street	Elm Street	South	No Parking	7	24 Hr.
1st Street	Greenwich Street	120' East of Greenwich Street	North	No Parking	7	24 Hr.
2nd Street	Eddy Street	Cleburn Street	North	No Parking	7	24 Hr.
2nd Street	80' West of Walnut Street	Walnut Street	North	No Parking	7	24 Hr.
3rd Street	Blaine Street	220' East of Blaine Street	Both	No Parking	7	24 Hr.
3rd Street	Harrison Street	290' East of Broadwell Avenue	Both	No Parking	7	24 Hr.
3rd Street	Jefferson Street	Adams Street	North	No Parking	7	24 Hr.
3rd Street	Clark Street	Cleburn Street	Both	No Parking	7	24 Hr.
3rd Street	110' West Oak Street	Oak Street	North	No Parking	7	24 Hr.
4th Street	195' West of Eddy Street	Eddy Street	North	No Parking	7	24 Hr.
4th Street	Eddy Street	Cleburn Street	Both	No Parking	7	24 Hr.
4th Street	35' West of Oak Street	Oak Street	South	No Parking	7	24 Hr.
4th Street	45' West of Oak Street	35' East of Oak Street	North	No Parking	7	24 Hr.
6th Street	Broadwell Avenue	Madison Street	Both	No Parking	7	24 Hr.
6th Street	Sycamore Street	Kimball Street	South	No Truck Parking	7	24 Hr.
7th Street	Darr Avenue	White Avenue	South	No Parking	7	24 Hr.
Anderson Avenue	Alley West of Locust Street	Locust Street	South	No Parking	7	8:00pm-7:00am
Anna Street	Broadwell Avenue	Madison Street	Both	No Parking	7	24 Hr.
Anna Street	Madison Street	Adams Street	North	No Parking	7	24 Hr.
Anna Street	Eddy Street	Cleburn Street	Both	No Parking	7	24 Hr.
Anna Street	Elm Street	Locust Street	Both	No Parking	7	24 Hr.
Bismark Road	Locust Street	Pine Street, South Side	Both	No Parking	7	24 Hr.

PARKING RESTRICTION RESOLUTION

PART ONE - NO PARKING (2020/10/19)

Street	From	To	Side of Street	Parking Restriction Type	Parking Restriction Effective Days	Parking Restriction Effective Time
Blaine Street	Stolley Park Road	Del Monte Avenue	West	No Parking	7	24 Hr.
Blaine Street	110' North of 2nd Street	3rd Street	East	No Parking	7	24 Hr.
Boggs Avenue	7th Street	Baumann Drive	East	No Parking	7	24 Hr.
Brahma Street	40' South of Wyandotte Street	Wyandotte Street	East	No Parking	7	24 Hr.
Capital Avenue	80' East of Engleman Road	180' East of Engleman Road	North	No Parking	7	24 Hr.
Capital Avenue	Independence Avenue	Macron Street	North	No Parking	7	24 Hr.
Charles Street	Locust Street	Pine Street	North	No Parking	7	24 Hr.
Charles Street	Locust Street	55' East of Locust Street	South	No Parking	7	24 Hr.
College Street	Webb Road	Sheridan Avenue	Both	No Parking	7	24 Hr.
College Street	Custer Avenue	Lafayette Avenue	Both	No Parking	7	7:00am-4:00pm
Custer Avenue	75' South of North Front Street	75' North of North Front Street	Both	No Parking	7	24 Hr.
Custer Avenue	Faidley Avenue	185' North of 8th Street	East	No Parking	7	24 Hr.
Custer Avenue	235' South of 13th Street	50' south of 14th Street	Both	No Parking	7	24 Hr.
Custer Avenue	75' South of Vandergrift Avenue	16th Street	West	No Parking	7	24 Hr.
Custer Avenue	200' South of State Street	200' North of State Street	Both	No Parking	7	24 Hr.
Custer Avenue	375' North of College Street	475' North of College Street	East	No Parking	7	24 Hr.
Darr Avenue	5th Street	6th Street	East	No Parking	7	24 Hr.
Darr Avenue	75' South of 7th Street	7th Street	West	No Parking	7	24 Hr.
Darr Avenue	30' South of 7th Street	7th Street	East	No Parking	7	24 Hr.
Delaware Street	Locust Street	Alley East of Locust Street	Both	No Parking	7	10:00pm-5:00am
Delta Street	Lincoln Avenue	145' East of Lincoln Avenue	South	No Parking	7	24 Hr.
Eddy Street	Hedde Street	Fonner Park Road	East	No Parking	7	11:00pm-5:00am
Eddy Street	Fonner Park Road	200' North of Fonner Park Road	East	No Parking	7	24 Hr.
Eddy Street	Eddy Street & Greenwich Street Intersection	50' North of the Eddy Street & Greenwich Street Intersection	West	No Parking	7	24 Hr.
Eddy Street	170' South of Koenig Street	Division Street	West	No Parking	7	24 Hr.
Eddy Street	50' South of Koenig Street	1st Street	East	No Parking	7	24 Hr.
Eddy Underpass Frontage Road West	North Front Street	4th Street	Both	No Parking	7	24 Hr.
Eddy Underpass Frontage Road East	North Front Street	4th Street	Both	No Parking	7	24 Hr.
Elm Street	125' South of South Union Pacific Railroad Mainline Track	Union Pacific Railroad	Both	No Parking	7	24 Hr.
Elm Street	10th Street	12th Street	West	No Parking	7	24 Hr.
Engleman Road	Capital Avenue	75' North of Capital Avenue	East	No Parking	7	24 Hr.
Exchange Road	D [REDACTED]	[REDACTED]	[REDACTED]	No Parking	7	24 Hr.

**PARKING RESTRICTION RESOLUTION**

**PART ONE - NO PARKING (2020/10/19)**

Street	From	To	Side of Street	Parking Restriction Type	Parking Restriction Effective Days	Parking Restriction Effective Time
Faidley Avenue	Custer Avenue	Carey Street	Both	No Parking	7	24 Hr.
Faidley Avenue	155' West Broadwell Avenue	Broadwell Avenue	South	No Parking	7	24 Hr.
Faidley Avenue	120' West Broadwell Avenue	Broadwell Avenue	North	No Parking	7	24 Hr.
Fonner Park Road	Locust Street	Sycamore Street	Both	No Parking	7	24 Hr.
Forrest Street	Custer Avenue	Lafayette Avenue	South	No Parking	7	7:30am-4:00pm
Greenwich Street	Fonner Park Road	250' North of Fonner Park Road	West	No Parking	7	24 Hr.
Hedde Street	Eddy Street	Locust Street	Both	No Parking	7	11:00pm-5:00am
Holcomb Street	110' West of Bantam Street	Bantam Street	South	No Parking	7	24 Hr.
Jefferson Street	3rd Street	South Front Street	Both	No Parking	7	24 Hr.
Koenig Street	30' West of Eddy Street	Eddy Street	South	No Parking	7	24 Hr.
Koenig Street	55' West of Eddy Street	150' East of Eddy Street	North	No Parking	7	24 Hr.
Koenig Street	60' West of Walnut Street	Walnut Street	South	No Parking	7	24 Hr.
Koenig Street	Pine Street	Oak Street	South	No Parking	7	24 Hr.
Koenig Street	Louise Street	90' North of Louise Street	East	No Parking	7	24 Hr.
Koenig Street	Louise Street	130' North of Louise Street	West	No Parking	7	24 Hr.
Lafayette Avenue	College Street	Forrest Street	West	No Parking	7	7:30am-4:00pm
Lincoln Avenue	90' North of Delta Street	195' North of Delta Street	East	No Parking	7	24 Hr.
Lincoln Avenue	2nd Street	3rd Street	West	No Parking	7	24 Hr.
Locust Street	Charles Street	1st Street	Both	No Parking	7	24 Hr.
Locust Street	10th Street	12th Street	West	No Parking	7	24 Hr.
Louise Street	Koenig Street	90' North of Koenig Street	West	No Parking	7	24 Hr.
Louise Street	Koenig Street	110' North of Koenig Street	East	No Parking	7	24 Hr.
Manchester Road	Independence Avenue	Mansfield Road	Both	No Parking	7	24 Hr.
Mansfield Road	Cannon Road	Manchester Road	Both	No Parking	7	24 Hr.
Mansfield Road	Concrete Section	Horseshoe Place	East	No Parking	7	24 Hr.
Mansfield Road	Horseshoe Place	Hike/Bike Trail	East	No Parking	7	24 Hr.
Marian Road	15' North of GIPS Fence Gate	20' East of GIPS Fence Gate	West/South	No Parking	7	24 Hr.
North Front Street	Webb Road	Eisenhower Drive	Both	No Parking	7	24 Hr.
North Front Street	Broadwell Avenue	140' West of Monroe Street	North	No Parking	7	24 Hr.
North Front Street	148' West of Lincoln Avenue	Lincoln Avenue	South	No Parking	7	24 Hr.
North Front Street	150' West of Clark Street	Clark Street	South	No Parking	7	24 Hr.
Oklahoma Avenue	80' West of Broadwell Avenue	Broadwell Avenue	North	No Parking	7	24 Hr.

PARKING RESTRICTION RESOLUTION

PART ONE - NO PARKING (2020/10/19)

Street	From	To	Side of Street	Parking Restriction Type	Parking Restriction Effective Days	Parking Restriction Effective Time
Oklahoma Avenue	30' West of Broadwell Avenue	Broadwell Avenue	South	No Parking	7	24 Hr.
Old Highway 30	Industrial Lane	US Highway 30 (West of Overpass)	North	No Parking	7	24 Hr.
Old Lincoln Highway	Carey Avenue	Broadwell Avenue	South	No Parking	7	24 Hr.
Old Lincoln Highway	Garfield Avenue	Broadwell Avenue	North	No Parking	7	24 Hr.
Old Potash Highway	Piper Street	565' West of Custer Avenue	North	No Parking	7	24 Hr.
Orleans Drive	Faidley Avenue	215' North of Faidley Avenue	East	No Parking	7	24 Hr.
Oxnard Avenue	Eddy Street	Locust Street	Both	No Parking	7	11:00pm-5:00am
Park Drive	Blaine Street	500' East of Blaine Street	Both	No Parking	7	12:00pm-9:00pm
Phoenix Avenue	1/2 Block West of Locust Street	Locust Street	Both	No Parking	7	24 Hr.
Pine Street	Bismark Road	Ashton Avenue	East	No Parking	7	24 Hr.
Pine Street	Schuff Street	Ashton Avenue	West	No Parking	7	8:00pm-6:00am
Pine Street	115' South of Koenig Street	Koenig Street	West	No Parking	7	24 Hr.
Pine Street	145' South of Court Street	Court Street	West	No Parking	7	24 Hr.
Pine Street	70' South of South Front Street	South Front Street	West	No Parking	7	24 Hr.
Piper Street	Old Potash Highway	495' North of Old Potash Highway	East	No Parking	Mon-Fri	7:00am-7:00pm
Prospect Street	Lafayette Avenue	Park Avenue	Both	No Parking	Mon-Fri	7:00am-4:00pm
Ramada Road	US Highway 34	Woodland Drive	Both	No Parking	7	8:00pm-6:00am
Riverside Drive	Hagge Avenue	Stolley Park Road	Both	No Parking	7	24 Hr.
Roberts Street	Broadwell Avenue	250' East of Broadwell Avenue	Both	No Parking	7	24 Hr.
Roberts Street	420' East of Broadwell Avenue	330' East of Roberts Court	North	No Trailer Parking	7	24 Hr.
Schimmer Drive	US Highway 281	350' East of US Highway 281	North	No Parking	7	24 Hr.
Sky Park Road	Airport Road	Abbot Road	Both	No Parking	7	24 Hr.
South Front Street	Walnut Street	95' East of Pine Street	North	No Parking	7	24 Hr.
South Front Street	475' West of Locust Street	Locust Street	South	No Parking	7	24 Hr.
South Street	Locust Street	Pine Street	Both	No Parking	7	8:00pm-5:00am
State Street	US Hwy 281	350' East of Webb Road	Both	No Parking	7	24 Hr.
State Street	185' West of Custer Avenue	215' East of Custer Avenue	South	No Parking	7	24 Hr.
State Street	185' West of Custer Avenue	Broadwell Avenue	North	No Parking	7	24 Hr.
State Street	190' East of Lafayette Avenue	Broadwell Avenue	South	No Parking	7	24 Hr.
State Street	Cleburn Street	280' East of Cleburn Street	South	No Parking	7	24 Hr.
Stoeger Drive	Baumann Drive	7th Street	South	No Parking	7	24 Hr.
Stolley Park Road	US Highway 281	Stolley Road	Both	No Parking	7	24 Hr.



**PARKING RESTRICTION RESOLUTION**

**PART ONE - NO PARKING (2020/10/19)**

Street	From	To	Side of Street	Parking Restriction Type	Parking Restriction Effective Days	Parking Restriction Effective Time
Stuhr Road	Stolley Park Road	Bismark Road	Both	No Parking	7	24 Hr.
Stuhr Road	Burlington Northern Railroad	City Outfall Ditch	Both	No Parking	7	24 Hr.
Swift Road	Stuhr Road	West boundary of WWTP	Both	No Parking	7	24 Hr.
Sycamore Street	Ashton Avenue	1st Street	West	No Parking	7	24 Hr.
Sycamore Street	5th Street	6th Street	East	No Parking	7	24 Hr.
Sycamore Underpass Frontage Road West	3rd Street	4th Street	Both	No Parking	7	24 Hr.
Sycamore Underpass Frontage Road East	3rd Street	4th Street	Both	No Parking	7	24 Hr.
US Highway 34	US Highway 281	Union Pacific Railroad	Both	No Parking	7	24 Hr.
Vine Street	80' South of Meves Avenue	Meves Avenue	East	No Parking	7	24 Hr.
Walnut Street	1st Street	2nd Street	West	No Parking	7	24 Hr.
Webb Road	Westside Street	300' North of State Street	Both	No Parking	7	24 Hr.
Wedgewood Drive	Locust Street	Bellwood Drive	Both	No Parking	7	11:00pm-5:00am
Wheeler Avenue	Division Street	115' North of Division Street	East	No Parking	7	24 Hr.
Wheeler Avenue	10th Street	17th Street	Both	No Parking	7	24 Hr.
Wheeler Avenue	80' South of 23rd Street	280' North of 23rd Street	West	No Parking	7	8:00am-4:30pm
Wheeler Avenue	22nd Street	Capital Avenue	East	No Parking	7	
William Street	155' South of Hagge Avenue	Stolley Park Road	West	No Parking	7	24 Hr.
Windolph Avenue	Eddy Street	Locust Street	Both	No Parking	7	11:00pm-5:00am
Woodland Drive	Ramada Road	Locust Street	Both	No Parking	7	8:00pm-6:00am
Wyandotte Street	Brahma Street	Chanticleer Street	South	No Parking	7	24 Hr.

**STATE FAIR PARKING RESTRICTIONS**

Fonner Park Road	Locust Street	Stuhr Road	Both	No Parking	7	24 Hr.
Stolley Park Road	500' West of Adams Street	Locust Street	Both	No Parking	7	24 Hr.
Stolley Park Road	1/2 mile West of Stuhr Road	Stuhr Road	Both	No Parking	7	24 Hr.
Stuhr Road	Wood River	Bismark Road	Both	No Parking	7	24 Hr.

PARKING RESTRICTION RESOLUTION

PART TWO - TIME RESTRICTION PARKING (2020/10/19)

Street	From	To	Side of Street	Parking Restriction Type	Parking Restriction Effective Days	Parking Restriction Effective Time
1st Street	40' East of Cedar Street	60' East of Cedar Street	North	20 min.	Mon-Sat	8:00am-5:30pm
2nd Street	Walnut Street	Pine Street	North	2 HR	Mon-Sat	8:00am-5:30pm
3rd Street	Elm Street	142' East of Elm Street	South	20 min.	Mon-Sat	8:00am-5:30pm
3rd Street	142' East of Elm Street	Kimball Street	South	2 HR	Mon-Sat	8:00am-5:30pm
3rd Street	58' West of Cedar Street	Cedar Street	North	20 min.	Mon-Sat	8:00am-5:30pm
3rd Street	Cedar Street	173' West of Walnut Street	North	2 HR	Mon-Sat	8:00am-5:30pm
3rd Street	173' West of Walnut Street	156' West of Walnut Street	North	20 min.	Mon-Sat	8:00am-5:30pm
3rd Street	156' West of Walnut Street	60' West of Walnut Street	North	2 HR	Mon-Sat	8:00am-5:30pm
3rd Street	60' West of Walnut Street	Walnut Street	North	20 min.	Mon-Sat	8:00am-5:30pm
3rd Street	Walnut Street	Sycamore Street	North	2 HR	Mon-Sat	8:00am-5:30pm
3rd Street	160' East of Sycamore Street	390' East of Sycamore Street	North	15 min.	Mon-Fri	7:00am-5:30pm
4th Street	145' East of Cedar Street	Wheeler Avenue	South	2 HR	Mon-Sat	8:00am-5:30pm
4th Street	Cedar Street	Wheeler Avenue	North	2 HR	Mon-Sat	8:00am-5:30pm
4th Street	Wheeler Avenue	Locust Street	Both	2 HR	7	24 Hr.
4th Street	Locust Street	Sycamore Street	North	2 HR	Mon-Sat	8:00am-5:30pm
4th Street	120' West of Kimball Avenue	30' West of Kimball Avenue	South	2 HR	7	24 Hr.
Cedar Street	2nd Street	295' North of 3rd Street	West	2 HR	Mon-Sat	8:00am-5:30pm
Cedar Street	80' North of 2nd Street	295' North of 3rd Street	East	2 HR	Mon-Sat	8:00am-5:30pm
College Street	Lafayette Avenue	Park Avenue	Both	2 HR	Mon-Fri	8:00am-4:00pm
Elm Street	North Front Street	4th Street	East	2 HR	7	24 Hr.
Forrest Street	Kruse Avenue	148' East of Kruse Avenue	North	2 HR	Mon-Fri	8:00am-4:00pm
Kruse Avenue	Forrest Street	Cottage Street	East	2 HR	Mon-Fri	8:00am-4:00pm
Locust Street	43' North of 1st Street	64' North of 1st Street	West	20 min.	Mon-Sat	8:00am-5:30pm
Locust Street	64' North of 1st Street	56' South of 2nd Street	West	2 HR	Mon-Sat	8:00am-5:30pm
Locust Street	56' South of 2nd Street	38' South of 2nd Street	West	20 min.	Mon-Sat	8:00am-5:30pm
Locust Street	2nd Street	134' South of 3rd Street	West	2 HR	Mon-Sat	8:00am-5:30pm
Locust Street	134' South of 3rd Street	120' South of 3rd Street	West	20 min.	Mon-Sat	8:00am-5:30pm
Locust Street	120' South of 3rd Street	83' North of 3rd Street	West	2 HR	Mon-Sat	8:00am-5:30pm

PARKING RESTRICTION RESOLUTION

PART TWO - TIME RESTRICTION PARKING (2020/10/19)

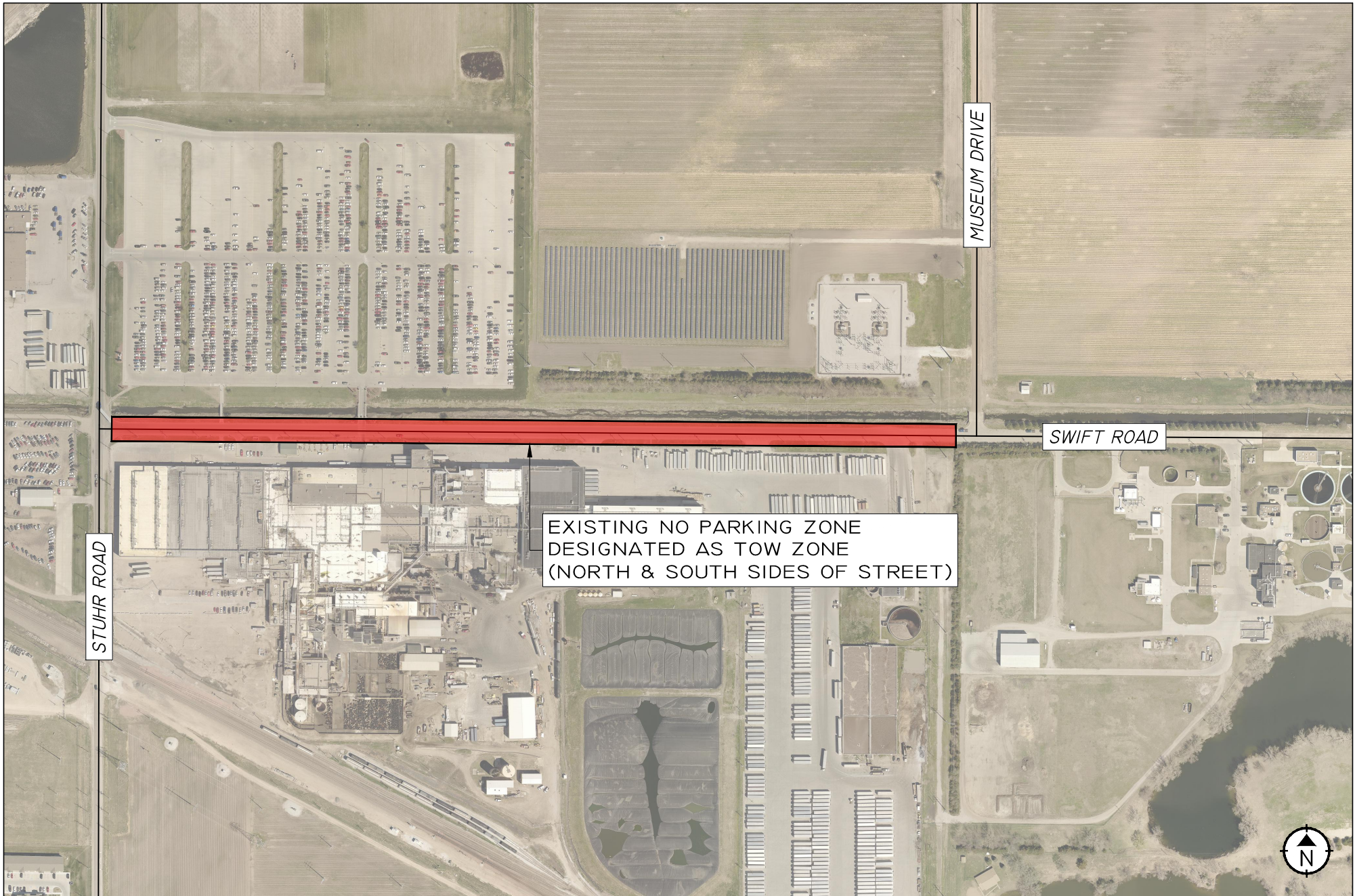
Street	From	To	Side of Street	Parking Restriction Type	Parking Restriction Effective Days	Parking Restriction Effective Time
Locust Street	83' North of 3rd Street	120' North of 3rd Street	West	20 min.	Mon-Sat	8:00am-5:30pm
Locust Street	120' North of 3rd Street	South Front Street	West	2 HR	Mon-Sat	8:00am-5:30pm
Locust Street	1st Street	125 North of 2nd Street	East	2 HR	Mon-Sat	8:00am-5:30pm
Locust Street	125' North of 2nd Street	142' North of 2nd Street	East	20 min.	Mon-Sat	8:00am-5:30pm
Locust Street	142' North of 2nd Street	40' South of 3rd Street	East	2 HR	Mon-Sat	8:00am-5:30pm
Locust Street	40' South of 3rd Street	25' South of 3rd Street	East	20 min.	Mon-Sat	8:00am-5:30pm
Locust Street	3rd Street	South Front Street	East	2 HR	Mon-Sat	8:00am-5:30pm
Park Avenue	125' South of College Street	Forrest Street	West	2 HR	Mon-Fri	8:00am-4:00pm
Park Avenue	125' North of College Street	Forrest Street	East	2 HR	Mon-Fri	8:00am-4:00pm
Pine Street	Koenig Street	145' South of Court Street	West	2 HR	7	24 Hr.
Pine Street	Court Street	90' South of South Front Street	West	2 HR	Mon-Sat	8:00am-5:30pm
Pine Street	Court Street	40' North of 3rd Street	East	2 HR	Mon-Sat	8:00am-5:30pm
Pine Street	40' North of 3rd Street	57' North of 3rd Street	East	20 min.	Mon-Sat	8:00am-5:30pm
Pine Street	57' North of 3rd Street	South Front Street	East	2 HR	Mon-Sat	8:00am-5:30pm
Tilden Street	US Highway 30	100' North of US Highway 30	East	1 HR	7	24 Hr.
Walnut Street	2nd Street	120' South of 3rd Street	West	2 HR	Mon-Sat	8:00am-5:30pm
Walnut Street	110' South of 3rd Street	109' South of South Front Street	West	2 HR	Mon-Sat	8:00am-5:30pm
Walnut Street	265' North of the north set of UPRR tracks	4th Street	West	2 HR	Mon-Sat	8:00am-5:30pm
Walnut Street	2nd Street	90' South of South Front Street	East	2 HR	Mon-Sat	8:00am-5:30pm
Walnut Street	150' North of the North set of UPRR tracks	63' South of 4th Street	East	2 HR	Mon-Sat	8:00am-5:30pm
Walnut Street	63' South of 4th Street	4th Street	East	20 min.	Mon-Sat	8:00am-5:30pm
Walnut Street	70' North of 4th Street	125' North of 4th Street	East	20 min.	Mon-Sat	8:00am-5:30pm
Wheeler Avenue	280' South of Division Street	3rd Street	West	2 HR	Mon-Sat	8:00am-5:30pm
Wheeler Avenue	167' North of Division Street	3rd Street	East	2 HR	Mon-Sat	8:00am-5:30pm

**PARKING RESTRICTION RESOLUTION  
PART THREE - LOADING ZONES (2020/10/19)**

Street	From	To	Side of Street	Parking Restriction Type	Parking Restriction Effective Days	Parking Restriction Effective Time
10th Street	Cedar Street	64' East of Cedar Street	South	Loading Zone	7	7:00am-4:30pm
12th Street	110' East of Wheeler Street	140' East of Wheeler Street	North	Loading Zone	7	24 Hr
3rd Street	220' West of Oak Street	110' West of Oak Street	North	Loading Zone	7	24 Hr
7th Street	Lincoln Avenue	52' East of Lincoln Avenue	South	Loading Zone	Mon-Fri	7:30am-5:30pm
Beal Street	8th Street	9th Street	East	Loading Zone	Mon-Fri	8:00am-5:00pm
Bismark Street	Oak Street	Vine Street	North	Loading Zone	7	24 Hr
Charles Street	94' East of Locust Street	172' East of Locust Street	South	Loading Zone	7	24 Hr
Cleburn Street	North Front Street	74' North of North Front Street	East	Loading Zone	7	24 Hr
Eddy Street	250' South of Hedde Street	175' South of Hedde Street	East	Loading Zone	7	24 Hr
Kennedy Drive	35' North of Faidley Avenue	80' North of Faidley Avenue	East	Loading Zone	7	24 Hr
Oak Street	Bismark Road	380' North of Bismark Road	Both	Loading Zone	7	24 Hr
Pine Street	60' North of 6th Street	82' North of 6th Street	West	Loading Zone	7	24 Hr
Sherman Avenue	11th Avenue	13th Street	West	Loading Zone	7	8:00am-4:00pm
Vine Street	Bismark Road	Meves Avenue	West	Loading Zone	7	24 Hr
Walnut Street	50' North of 4th Street	70' North of 4th Street	East	Loading Zone	7	24 Hr
Walnut Street	120' South of 3rd Street	110' South of 3rd Street	West	Loading Zone	Mon-Fri	8:00am-5:00pm

PARKING RESTRICTION RESOLUTION  
PART FOUR - TOW ZONES (2020/10/19)

Street	From	To	Side of Street	Parking Restriction Type	Parking Restriction Effective Days	Parking Restriction Effective Time
Swift Road	Stuhr Road	Museum Drive	Both	Tow Zone	7	24 Hr



# SWIFT ROAD TOW ZONE DESIGNATION

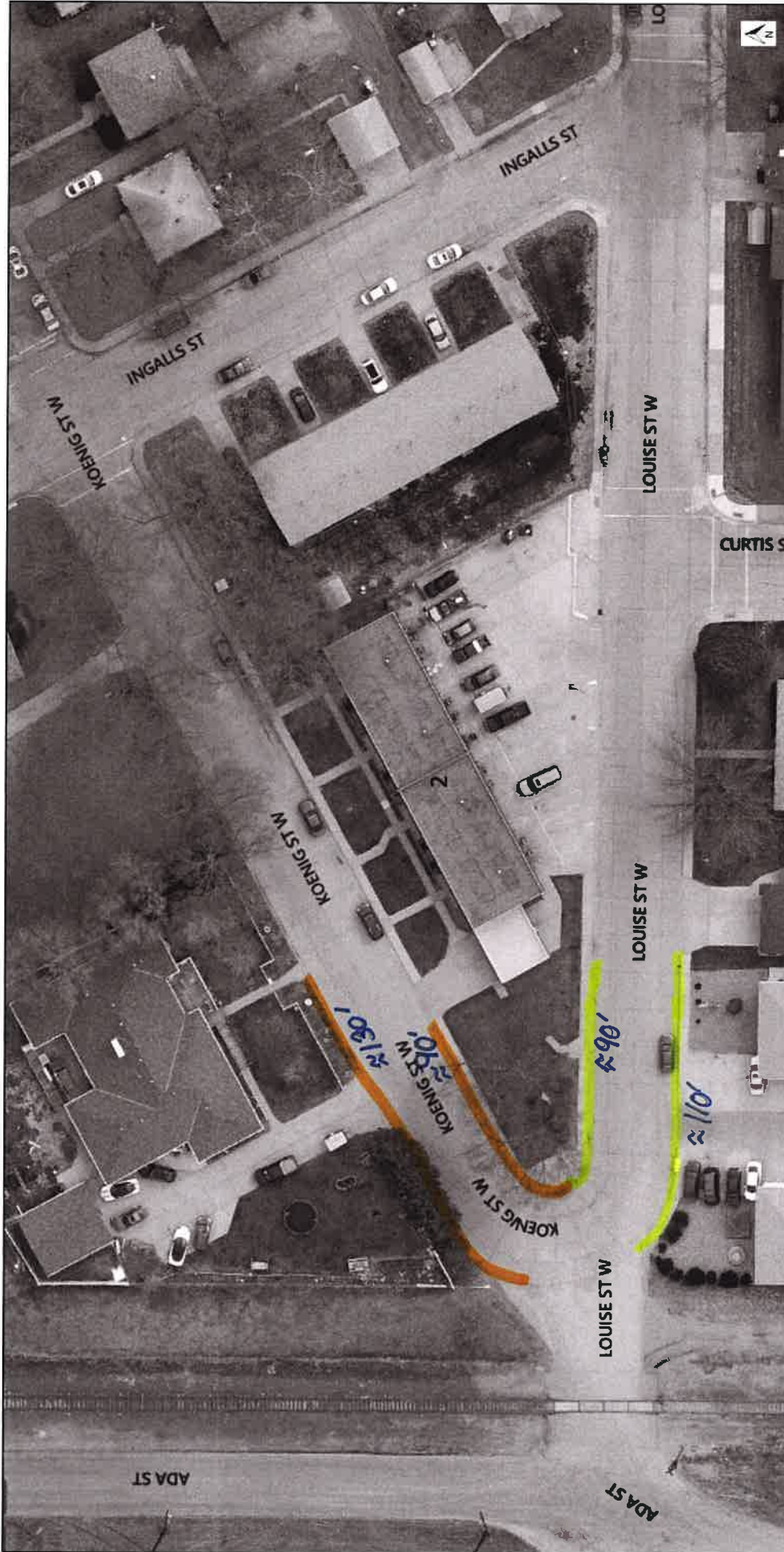


PUBLIC WORKS DEPARTMENT

Koenig St and Louise St

Attachment 1

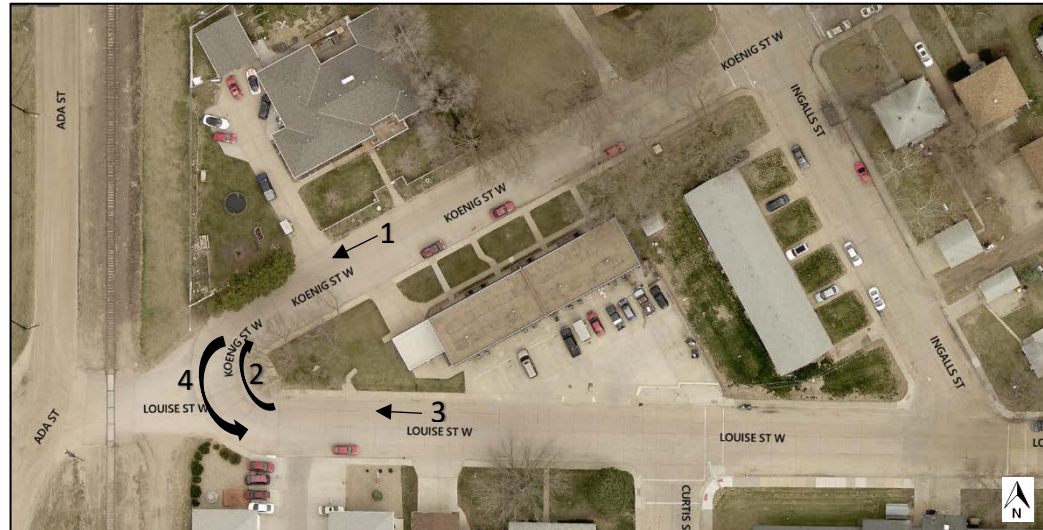
No Parking Distance Recommendation



Koenig St

Louise St

Koenig St and Louise St







# City of Grand Island

Tuesday, October 27, 2020

Council Session - Updated

## Item G-9

**#2020-266 - Approving Agreement with Central Platte Natural Resources District, Hall County, and Grand Island Area Economic Development Corporation Related to Portions of Platte Valley Industrial Park Subdivisions**

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

# Council Agenda Memo

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

**Meeting:** October 27, 2020

**Subject:** Approving Agreement with Central Platte Natural Resources District, Hall County, and Grand Island Area Economic Development Corporation Related to Portions of Platte Valley Industrial Park Subdivisions

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

## Background

Council approval is required before entering into an agreement. Pursuing an agreement between governmental entities is an efficient means of collaborating efforts to better our community.

## Discussion

A couple of years ago several property owners south of the City sent emails to staff and Councilmembers complaining of drainage issues just outside City limits. When several people made a formal request during a City Council meeting the City Council requested Public Works determine if a solution could be developed.

The initial review found that costs would be too high and that City authority would be more limited from working outside City limits. To address these barriers staff looked into grants and partners. It was found that the Grand Island Area Economic Development Corporation (GIAEDC) had drainage issues in Platte Valley Industrial Park (PVIP) that could be tied into a joint project, and that the Central Natural Resources District (CPNRD) could provide funding if a larger project was developed. Afterward the GIAEDC hosted several meetings bringing the City, County and CPNRD together to develop a project. The CPNRD is the lead for this project, though the City has continued with the design since it was already under contract.

This project will provide the primary drainage for a very large area, though local drainage will have to be added as parcels develop. The result is that the farm property should become more productive and property more attractive for development, making it more valuable. The increased valuation should more than pay for the City and County cost.

A joint project with the CPNRD, City of Grand Island, Hall County and GIAEDC consists of creating an outlet for PVIP and connecting to a ditch. The new ditch connection will improve

drainage both up and down stream of PVIP, within City and County areas. Property owners have inquired about improving drainage in this area and a plan has been developed by the above partnership.

The Grand Island City Council created Drainage Improvement District No. 2020-1 on July 14, 2020, via Ordinance No. 9774. Legal notice of the creation of the District was published in the Grand Island Independent on July 20, 2020. Continuation of Drainage Improvement District No. 2020-1 was approved by City Council on September 8, 2020 via Resolution No. 2020-214.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the Agreement with Central Platte Natural Resources District, Hall County, and Grand Island Area Economic Development Corporation and pass a Resolution authorizing the Mayor to sign the agreement.

### **Sample Motion**

Move to approve the resolution.

## **AGREEMENT**

On this \_\_\_\_ day of \_\_\_\_\_, 2020, the Central Platte Natural Resources District (“CPNRD”), a political subdivision of the State of Nebraska; the City of Grand Island (“City”), a political subdivision of the State of Nebraska; Hall County, Nebraska (“County”), a political subdivision of the State of Nebraska; and the Grand Island Area Economic Development Corporation (“GIAEDC”), a private 501(c)(6) non-profit corporation, collectively referred to herein as “Parties” or individually as “Party”, have entered into this Agreement.

### **RECITALS:**

WHEREAS, the local economy benefits from the Platte Valley Industrial Park Subdivisions and farmland shown on Exhibit “A”.

WHEREAS, the properties, as detailed on Exhibit “A”, suffer from periodic inundation from precipitation events that hinder the desired development and causes economic damages, the Parties desire to jointly develop a drainage project (“Project”) through the subject property and surrounding area;

WHEREAS, the Project will include lands held by GIAEDC and other private persons/entities, development will be accomplished most effectively through a joint effort of the Parties;

WHEREAS, the Parties have all obtained the necessary approvals from their governing Boards to begin the Project;

WHEREFORE, the Parties agree as follows:

1. CPNRD shall be responsible for the construction management of the Project. Construction management shall include the design, planning, and actual construction of the Project drainage ditches, canals, and culverts. The Parties shall jointly approve the Project design and plan prior to the initiation of actual construction.

2. CPNRD shall be responsible for the negotiation and acquisition of any and all right-of-way and/or easements within City limits; the County shall be responsible for negotiation and acquisition of all right-of-way and/or easements outside of City limits. All easements shall be conveyed to, and held by, the CPNRD.

3. Cost of the Project shall be shared by the Parties through cash, in-kind services, and an assessment district, which was created by Grand Island City Council via Ordinance No. 9774 on July 14, 2020 and continued via Resolution No. 2020-214 on September 8, 2020. Hall County will complete in-kind services, at an estimated cost of \$85,000.00, which shall consist of grading existing county road ditches from Blaine Street to Schimmer Drive, easement and/or right-of-way negotiations and acquisitions outside of City limits, and furnishing and installing 36” storm sewer pipe. The GIAEDC shall contribute a total amount of \$180,000.00, with the CPNRD and a City drainage assessment district equally sharing the remaining cost. The GIAEDC shall fund its contribution to the Project as follows: (a) \$45,000 will be funded once the Parties jointly approve the Project design and plan in accordance with Section 1; (b) \$45,000 will be funded once all easements for the Project

are obtained in accordance with Section 2; (c) \$45,000 will be funded once the construction of the Project is 50% complete; and (d) \$45,000 will be funded once the Project is complete. In no event shall GIAEDC be required to fund more than \$180,000 in cash to the Project. The Project is subject to the creation of the drainage district referenced above and will be funded by the City of Grand Island until the proceeds of the district are collected. The overall project shall be led by CPNRD, which will be funding the project and invoicing the GIAEDC and City for their contribution in accordance with the schedule set forth in this Section 3.

4. The partners in the agreement agree to continue to pursue available grants that may be available and will meet the project schedule and scope.

5. Upon construction, maintenance of the Project shall be the responsibility of the City with respect to that portion of the Project located within properties shown on Exhibit "A". The County shall be responsible for maintenance for that portion of the Project that lies outside the subject properties on Exhibit "A" up until the adjacent property or adjacent roads are annexed at which time the responsibility shall switch to the City. The covenants and obligations of the City and the County under this Section 5 shall survive the completion of the Project and the termination or expiration of this Agreement and each Party shall have the right to enforce the obligations of City and County pursuant to this Section 5 from and after the completion of the Project.

6. Time is of the essence and the Project shall proceed with all due diligence.

7. This Agreement shall be effective on the date that all parties have executed the agreement and shall continue in force and remain binding through completion of the project or until the agreement is amended; provided, however, that all covenants or agreements contained in Sections 5, 7, 9 and 10 of this Agreement shall survive the completion of the Project and the termination or expiration of this Agreement.

8. In carrying out the terms and conditions of this Agreement, the Parties shall not discriminate against any employee with respect to compensation, terms, advancement potential, conditions or privileges of employment, because of race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of applicable law. There shall be no third party beneficiaries.

9. To the fullest extent permitted by law, each Party (the "Indemnitor") shall and hereby does indemnify, defend and hold harmless each of the other Parties and all of their affiliates and their respective officers, directors, partners, employees, members, managers, shareholders and agents (collectively, "Indemnified Parties") from and against any and all actions, causes of action, claims, demands, suits, lawsuits, proceedings, investigations or subpoenas (collectively, "Claims") and all related damages, losses, liabilities, awards, fines, fees, penalties, interest, settlements, judgements, costs or other expenses of any nature whatsoever (including attorneys' fees) if such Claim directly or indirectly arises out of or is related to this Agreement, the negligence, actions, inactions or misconduct of the Indemnitor, or the Indemnitor's performance or failure to perform under this Agreement, except to the extent such Claim results directly from the sole active gross negligence or willful misconduct of the Indemnified Party. The covenants and obligations of the Parties under this Section 9 shall survive the completion of the Project and the termination or expiration of this Agreement and each Party shall have the right to enforce the obligations of the other Parties pursuant to this Section 9 from and after the completion of the Project.

10. It is recognized and acknowledged by the Parties that a breach of any representation, warranty, covenant or agreement contained in this Agreement by any Party will cause irreparable damage to the other Parties, the exact amount of which will be difficult or impossible to ascertain, and that the remedies at law for any such breach will be inadequate. Accordingly, each Party agrees that in the event of a breach of any representation, warranty, covenant or agreement contained in this Agreement by any Party, in addition to any other remedy which may be available at law or in equity, each other Party shall be entitled to specific performance and injunctive relief, without the requirement of posting a bond. The covenants and obligations of the Parties under this Section 10 shall survive the completion of the Project and the termination or expiration of this Agreement and each Party shall have the right to enforce the obligations of the other Parties pursuant to this Section 10 from and after the completion of the Project.

IN WITNESS WHEREOF, the Parties hereby sign and execute this Agreement:

CENTRAL PLATTE NATURAL RESOURCES DISTRICT

By: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF GRAND ISLAND, NEBRASKA

By: \_\_\_\_\_

Date: \_\_\_\_\_

HALL COUNTY, NEBRASKA

By: \_\_\_\_\_

Date: \_\_\_\_\_

GRAND ISLAND ECONOMIC DEVELOPMENT CORPORATION

By: \_\_\_\_\_

Date: \_\_\_\_\_

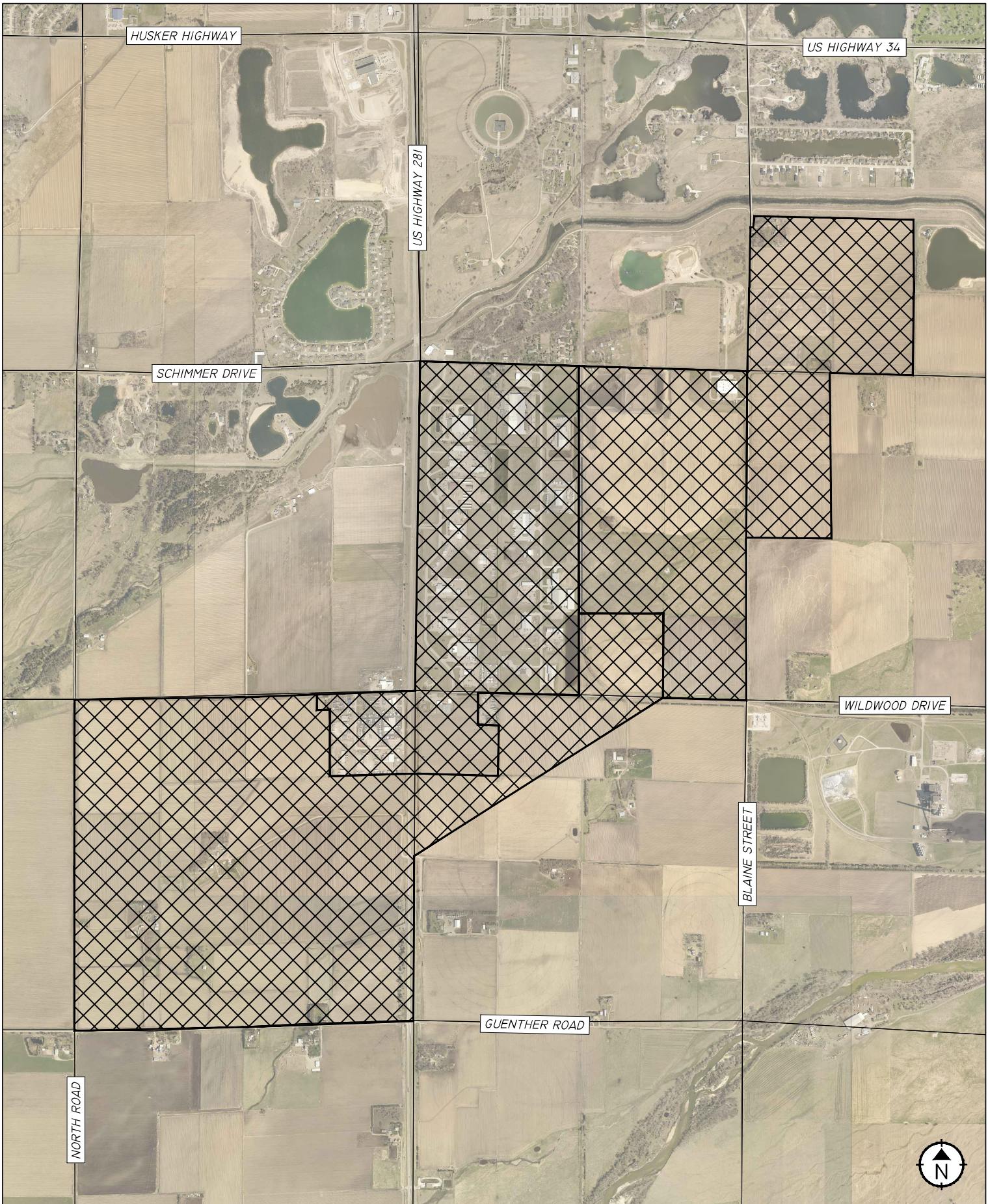


EXHIBIT  
A

PVIP DRAINAGE OUTLET  
BENEFITED DRAINAGE AREA  
GRAND ISLAND, NEBRASKA

**CITY OF**  
**GRAND ISLAND**  
**PUBLIC WORKS DEPARTMENT**

RESOLUTION 2020-266

WHEREAS, a joint project with the Central Platte Natural Resources District (CPNRD), City of Grand Island, Hall County, and Grand Island Area Economic Development Corporation (GIAEDC) consists of creating an outlet for the Platte Valley Industrial Park (PVIP) and connecting to a ditch; and

WHEREAS, the new ditch connection will improve drainage both up and down stream of the PVIP; and

WHEREAS, property owners have inquired about improving drainage in this area and a plan has been developed by the above partnership; and

WHEREAS, a portion of such work will be within the limits of the City of Grand Island; and

WHEREAS, it is recommended that an Agreement be entered into with CPNRD, Hall County, and GIAEDC for sharing in the cost of such work; and

WHEREAS, the City of Grand Island has prepared an Agreement, which has been reviewed by the City's Legal Department, Hall County, CPNRD, and GIAEDC for such work to be completed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Agreement by and between the Central Platte Natural Resources District, City of Grand Island, Hall County, and Grand Island Area Economic Development Corporation for the drainage improvements in portions of Platte Valley Industrial Park Subdivisions is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
October 26, 2020	☒ City Attorney





# City of Grand Island

Tuesday, October 27, 2020

Council Session - Updated

## Item G-10

**#2020-267 - Approving Bid Award for City Parking Ramp  
Electrical Repairs at 103 North Locust Street**

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

# Council Agenda Memo

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

**Meeting:** October 27, 2020

**Subject:** Approving Bid Award for City Parking Ramp Electrical Repairs at 103 North Locust Street

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

## Background

On September 30, 2020 the Engineering Division of the Public Works Department advertised for bids for City Parking Ramp Electrical Repairs at 103 North Locust Street. The bid package for this project was sent to five (5) potential bidders.

This project will correct several electrical safety issues identified within the parking ramp at 103 North Locust Street.

## Discussion

Two (2) bids were received and opened on October 15, 2020. The Engineering Division of the Public Works Department and the Purchasing Division of the City Attorney's Office have reviewed the bids that were received. A summary of the bids is shown below.

	<i>IES Commercial, Inc. of Holdrege, NE</i>	<i>Middleton Electric, Inc. of Grand Island, NE</i>
Base Bid	\$34,953.00	\$53,392.00
Bid "A" Alternate	(\$624.00)	(\$2,959.00)
Bid "B" Alternate	(\$1,259.00)	(\$1,075.00)
Bid "C" Alternate	(\$2,118.00)	(\$6,585.00)

The base bid of IES Commercial, Inc. of Holdrege, Nebraska is considered fair and reasonable and is well below the engineer's estimate.

Funds are available in Account No. 27110010-85324.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the bid award to IES Commercial, Inc. of Holdrege, Nebraska in the amount of \$34,953.00.

## **Sample Motion**

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** October 15, 2020 at 2:00 P.M.  
**FOR:** City Parking Ramp Electrical Repairs – 103 N Locust  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$40,000.00  
**FUND/ACCOUNT:** 27110010-85213  
**PUBLICATION DATE:** September 30, 2020  
**NO. POTENTIAL BIDDERS:** 5

**SUMMARY**

<b>Bidder:</b>	<b><u>IES Commercial, Inc.</u></b> Holdrege, NE	<b><u>Middleton Electric, Inc.</u></b> Grand Island, NE
<b>Bid Security:</b>	Everest Reinsurance Co.	Merchants Bonding Co.
<b>Exceptions:</b>	Noted	None
<b>Section1:</b>	<b>\$34,953.00</b>	<b>\$53,392.00</b>
<b>Alternative A:</b>	<b>\$ 624.00</b>	<b>\$ 2,959.00</b>
<b>Alternative B:</b>	<b>\$ 1,259.00</b>	<b>\$ 1,075.00</b>
<b>Alternative C:</b>	<b>\$ 2,118.00</b>	<b>\$ 6,585.00</b>

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

Catrina Delosh, Admin. Asst. Public Works  
Patrick Brown, Finance Director  
Keith Kurz, Asst. Public Works Director

**P2233**

## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between **IES COMMERCIAL, 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 construction of **City Parking Ramp Electrical Repairs- 103 N Locust Street**; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive bidder, and has duly awarded to the 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 or themselves, and its or their successors, as follows:

ARTICLE I. 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 and Special Provisions, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE II. 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 **THIRTY FOUR THOUSAND NINE HUNDRED FIFTY THREE AND 00/100 DOLLARS (\$34,953.00)** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for incorporation into the work of this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the 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 **City Parking Ramp Electrical Repairs- 103 N Locust Street**.

ARTICLE IV. All sections shall be completed before **April 12, 2021**.

ARTICLE V. The Contractor shall perform the work within the period of time stipulated in the Contract Agreement, unless an extension of time is granted by the City Council. Liquidated damages shall be assessed \$350.00 per calendar day.

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.

ARTICLE VII. Contractor shall be responsible to obtain all necessary permits required for completion of this work.

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

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

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

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

**IES COMMERCIAL, INC.**

By \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

**CITY OF GRAND ISLAND, NEBRASKA,**

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

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

\_\_\_\_\_  
Attorney for the City

Date \_\_\_\_\_

## **APPENDIX A – TITLE VI NON-DISCRIMINATION -**

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

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

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



RESOLUTION 2020-267

WHEREAS, the City of Grand Island invited sealed bids for City Parking Ramp Electrical Repairs at 103 North Locust Street, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on October 15, 2020 bids were received, opened, and reviewed; and

WHEREAS, IES Commercial, Inc. of Holdrege, Nebraska submitted a base 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 \$34,953.00; and

WHEREAS, IES Commercial, Inc.'s base bid is considered fair and reasonable for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of IES Commercial, Inc. of Holdrege, Nebraska in the amount of \$34,953.00 for City Parking Ramp Electrical Repairs at 103 North Locust Street is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
October 26, 2020	☒ City Attorney



# City of Grand Island

Tuesday, October 27, 2020

Council Session - Updated

## Item G-11

**#2020-268 - Approving Re-established Tap Fees for Subdivided Lots in Bosselville Fifth Subdivision- Sanitary Sewer District No. 530T**

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

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

RESOLUTION NO. 2020-268

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the special benefits as determined by Resolution No. 2020-BE-7 shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103 R.R.S. 1943. A connection fee in the amount of the benefit identified below accruing to each property in the district shall be paid to the City of Grand Island prior to the time such property becomes connected to the sanitary sewer main. No property benefited as determined by this resolution shall be connected to the sanitary sewer main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

According to the front foot and area of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 530T, such benefits are the sums set opposite the descriptions as follows:

**Sanitary Sewer District No. 530T – Tap Fees**

Parcel #	Owner	Legal	Sub-Total	Tap Fee Previously Paid	Tap Fee Owed
400217198	Larry J & Karen L Knuth	ALDA TWP PT NW 1/4 NE 1/4 12-10-10 39 AC	\$ 7,379.12	\$ -	\$ 7,379.12
400217201	Larry J & Karen L Knuth	ALDA TWP PT NE 1/4 NW 1/4 NE 1/4 12-10-10 1 AC	\$ 184.32	\$ -	\$ 184.32
400217244	Jim C & Kathy L Rathman	ALDA TWP PT NE 1/4 NW 1/4 12-10-10 40 AC	\$ 6,695.75	\$ -	\$ 6,695.75
400495510	Jim C & Kathy L Rathman	ALDA TWP SE 1/4 NW 1/4 & NE 1/4 SW 1/4 12-10-10 80 AC	\$ 15,227.41	\$ -	\$ 15,227.41
400217279	Arthur P & Geraldine Stelk Living Rev Trust	ALDA TWP N 55 AC W 1/2 NW 1/4 12-10-10 55 AC	\$ 9,234.59	\$ -	\$ 9,234.59
400217236	Lawney L Rathman Trustee	ALDA TWP XC 5.37 AC STATE SE 1/4 NE 1/4 12-10-10 34.63 AC	\$ 215,084.34	\$ -	\$ 215,084.34
400217228	Lawney L Rathman Trustee	ALDA TWP SW 1/4 NE 1/4 12-10-10 40 AC	\$ 18,023.81	\$ -	\$ 18,023.81

Approved as to Form	by _____
October 26, 2020	City Attorney

RESOLUTION NO. 2020-268 (Cont.)

400217309	Lawney L Rathman Trustee	ALDA TWP XC 13.84 AC STATE E 1/2 SE 1/4 12-10-10 66.16 AC	\$ 405,092.79	\$ -	\$ 405,092.79
400217341	Lawney L Rathman Trustee	ALDA TWP S 30 AC NW 1/4 SE 1/4 2-10-10 30 AC	\$ 14,667.61	\$ -	\$ 14,667.61
400217295	Lawney L Rathman Trustee	ALDA TWP PT N 1/2 N 1/2 NW 1/4 SE 1/4 12-10-10 9.50 AC	\$ 3,895.55	\$ -	\$ 3,895.55
400217252	Norman Niel & Shirley Stelk	ALDA TWP S 25 AC W 1/2 NW 1/4 12-10-10 25 AC	\$ 4,015.16	\$ -	\$ 4,015.16
400217260	Norman Niel & Shirley Stelk	ALDA TWP W 1/2 SW 1/4 12-10-10 80 AC	\$ 13,388.36	\$ -	\$ 13,388.36
400217325	Curt & Christine Smith	ALDA TWP PT E 1/2 E 1/2 SW 1/4 SE 1/4 12-10-10 9 AC	\$ 4,171.56	\$ -	\$ 4,171.56
400217368	Curt & Christine Smith	ALDA TWP PT SW 1/4 SE 1/4 132' X 300' 12-10-10 1 AC	\$ 348.04	\$ -	\$ 348.04
400217317	Bence Family, LLC c/o Arlyn Uhrmacher Mngr	ALDA TWP PT SW 1/4 SE 1/4 12-10-10 30 AC	\$ 13,191.01	\$ -	\$ 13,191.01
400217287	Bence Family, LLC c/o Arlyn Uhrmacher Mngr	ALDA TWP SE 1/4 SW 1/4 12-10-10 40 AC	\$ 7,606.74	\$ -	\$ 7,606.74
400217376	Kirby Kay Smith	ALDA TWP PT NE 1/4 NE 1/4 XC 5.57 AC STATE 13-10-10 18.04 AC	\$ 124,507.34	\$ -	\$ 124,507.34
400389657	Kirby Kay Smith	ALDA TWP PT N 1/2 NE 1/4 13-10-10 59.27 AC	\$ 127,294.57	\$ -	\$ 127,294.57
400217449	Jan Marie Amundson	ALDA TWP AMUNDSON SUB LT 1	\$ 770.75	\$ -	\$ 770.75
400217392	K Diane Bockmann Trustee	ALDA TWP PT SE 1/4 NE 1/4 13-10-10 1 AC	\$ 14,654.01	\$ -	\$ 14,654.01
400217384	K Diane Bockmann Trustee	ALDA TWP PT S 1/2 NE 1/4 & PT SE 1/4 XC 13.81 AC STATE 13-10-10 148.75 AC	\$ 483,464.88	\$ -	\$ 483,464.88
400418926	Bosselman, Inc.	Lot 1, Bosselville Fifth Subdivision (5.281 ac)	\$ 40,612.97	\$ -	\$ 40,612.97
400418928	Bosselman, Inc.	Lot 2, Bosselville Fifth Subdivision (11.052 ac)	\$ 84,994.24	\$ -	\$ 84,994.24
400418930	Bosselman, Inc.	Lot 3, Bosselville Fifth Subdivision (5.521 ac)	\$ 42,458.67	\$ -	\$ 42,458.67
400406772	Bosselman, Inc.	Outlot A, Block 2, Bosselville Fifth Sub (9.920 ac)	\$ 11,395.10	\$ -	\$ 11,395.10
400418924	Bosselman, Inc.	Outlot B, Boselville Fifth Subdivision (4.412)	\$ 0	\$ -	\$ 0
400217503	Bosselman, Inc.	NE ¼, SW ¼, Se ¼, Alda Twp, 13-10-10- 10 AC	\$ 10,748.22	\$ -	\$ 10,748.22
400406713	Bosselman, Inc.	ALDA TWP BOSELVILLE SUB LT 2 BLK 2	\$ 939.23	\$ -	\$ 939.23
400406721	Bosselman, Inc.	ALDA TWP BOSELVILLE SUB LT 3 BLK 2	\$ 1,206.57	\$ -	\$ 1,206.57
400406748	Bosselman, Inc.	ALDA TWP BOSELVILLE SUB LT 4 BLK 2	\$ 1,243.01	\$ -	\$ 1,243.01
400406756	Bosselman, Inc.	ALDA TWP BOSELVILLE SUB LT 5 BLK 2	\$ 1,027.24	\$ -	\$ 1,027.24
400406764	Bosselman, Inc.	ALDA TWP BOSELVILLE SUB LT 6 BLK 2	\$ 1,173.89	\$ -	\$ 1,173.89

RESOLUTION NO. 2020-268 (Cont.)

400406683	Bosselman, Inc.	ALDA TWP BOSELVILLE SUB LT 10 BLK 1	\$ 6,852.31	\$ -	\$ 6,852.31
400406675	Bosselman, Inc.	ALDA TWP BOSELVILLE SUB LT 9 BLK 1	\$ 6,221.20	\$ -	\$ 6,221.20
400406659	Bosselman, Inc.	ALDA TWP BOSELVILLE SUB LT 8 BLK 1	\$ 6,196.72	\$ -	\$ 6,196.72
400406640	Bosselman, Inc.	ALDA TWP BOSELVILLE SUB LT 7 BLK 1	\$ 9,860.35	\$ -	\$ 9,860.35
400406691	Bosselman, Inc.	ALDA TWP BOSELVILLE SUB OUTLOT 1 BLK 1	\$ 272.57	\$ -	\$ 272.57
400406705	Bosselman Pump & Pantry, Inc.	ALDA TWP BOSELVILLE SUB LT 1 BLK 2	\$ 1,012.13	\$ -	\$ 1,012.13
400406632	Bosselman Motels, Inc.	ALDA TWP BOSELVILLE SECOND SUB LT 2	\$ 6,593.41	\$ -	\$ 6,593.41
400406624	Bosselman Motels, Inc.	ALDA TWP BOSELVILLE SECOND SUB LT 1	\$ 16,672.44	\$ -	\$ 16,672.44
400406616	Bosselman Properties, Inc. c/o Fred A Bosselman	ALDA TWP BOSELVILLE SUB LT 4 BLK 1	\$ 6,335.52	\$ -	\$ 6,335.52
400218437	Boss Truck Shops, Inc.	ALDA TWP BOSELVILLE THIRD SUB LT 2~	\$ 19,629.81	\$ -	\$ 19,629.81
400406608	Bosselman Energy, Inc. c/o Travis Hasselmann Cont.	ALDA TWP BOSELVILLE THIRD SUB LT 3~	\$ 38,161.69	\$ -	\$ 38,161.69
<del>400448173</del>	<del>Bosselman Travel Center, Inc.</del>	<del>ALDA TWP BOSELVILLE THIRD SUB LT 1~</del>	<del>\$ 172,627.14</del>	<del>\$ -</del>	<del>\$ 172,627.14</del>
400448174	Bosselman Travel Centers, Inc.	ALDA TWP BOSELVILLE FOURTH SUB LT 1- 10.93 AC	\$ 73,785.26	\$ -	\$ 73,785.26
400448173	Bosselman Travel Centers, Inc.	ALDA TWP BOSELVILLE FOURTH SUB LT 2- 14.65 AC	\$ 98,841.88	\$ -	\$ 98,841.88
400217511	Darrell R & Judith I Sutter	ALDA TWP NW 1/4 SW 1/4 SE 1/4 & PT SW 1/4 SW 1/4 SE 1/4 13-10-10 10.30 AC	\$ 11,984.03	\$ -	\$ 11,984.03
400217465	Dale L & Marilyn Bockman	ALDA TWP SE 1/4 SW 1/4 13-10-10 40 AC	\$ 34,360.28	\$ -	\$ 34,360.28
400218445	Dale & Marilyn Bockman	ALDA TWP PT LT 2 & ALL LT 3 24- 10-10 100.33 AC	\$ 87,062.07	\$ -	\$ 87,062.07
400209276	Kenneth Clausen c/o Robert Clausen	WASHINGTON TWP XC 2.37 AC HWY SW 1/4 NW 1/4 8-10-9 37.63 AC	\$ 5,965.52	\$ -	\$ 5,965.52
400209330	Kenneth Clausen c/o Robert Clausen	WASHINGTON TWP PT W 1/2 SW 1/4 XC 8.32 AC HWY XC 2.28 AC HWY 8-10-9 67.40 AC	\$ 12,711.77	\$ -	\$ 12,711.77
400460432	Kenneth Clausen c/o Robert Clausen	WASH TWP RIVER SUB LT 1	\$ 272.28	\$ -	\$ 272.28
400209322	Robert H Clausen Life Estate, Kenneth Clausen	WASHINGTON TWP PT E 1/2 SW 1/4 XC .06 AC HWY & N 16.5' OF NW 1/4 SW 1/4 8-10-9 80.44 AC	\$ 14,224.16	\$ -	\$ 14,224.16
400209551	Carline A Denman Trustee	WASHINGTON TWP XC 2 AC PT NW 1/4 NW 1/4 XC 8.54 AC HWY W 1/2 LT 4 & W 1/2 SW 1/4 NW 1/4 XC .33 AC HWY 17-10-9 70.25 AC	\$ 282,385.26	\$ -	\$ 282,385.26

RESOLUTION NO. 2020-268 (Cont.)

400460017	Kuehner Farms, Inc.	WASHINGTON TWP PT NE 1/4 NW 1/4 100' X 300' 17-10-9 .69 AC	\$ 18,218.65	\$ -	\$ 18,218.65
400209543	Kuehner Farms, Inc.	WASHINGTON TWP PT NE 1/4 NW 1/4 & E 1/2 LT 4 & E 1/2 SW 1/4 NW 1/4 17-10-9 84 AC	\$ 247,769.65	\$ -	\$ 247,769.65
400209535	Kuehner Farms, Inc. c/o D Janssen	WASHINGTON TWP PT LT 3 17-10-9 55 AC	\$ 26,535.29	\$ -	\$ 26,535.29
400210703	Design Flite, Inc.	WASHINGTON TWP FIRESIDE INTERSTATE PLAZA SECOND SUB LT 1	\$ 22,617.11	\$20,887.75	\$ 1,729.37
<b>TOTALS:</b>			<b>\$2,739,238.21</b>	<b>\$20,887.75</b>	<b>\$2,718,350.47</b>

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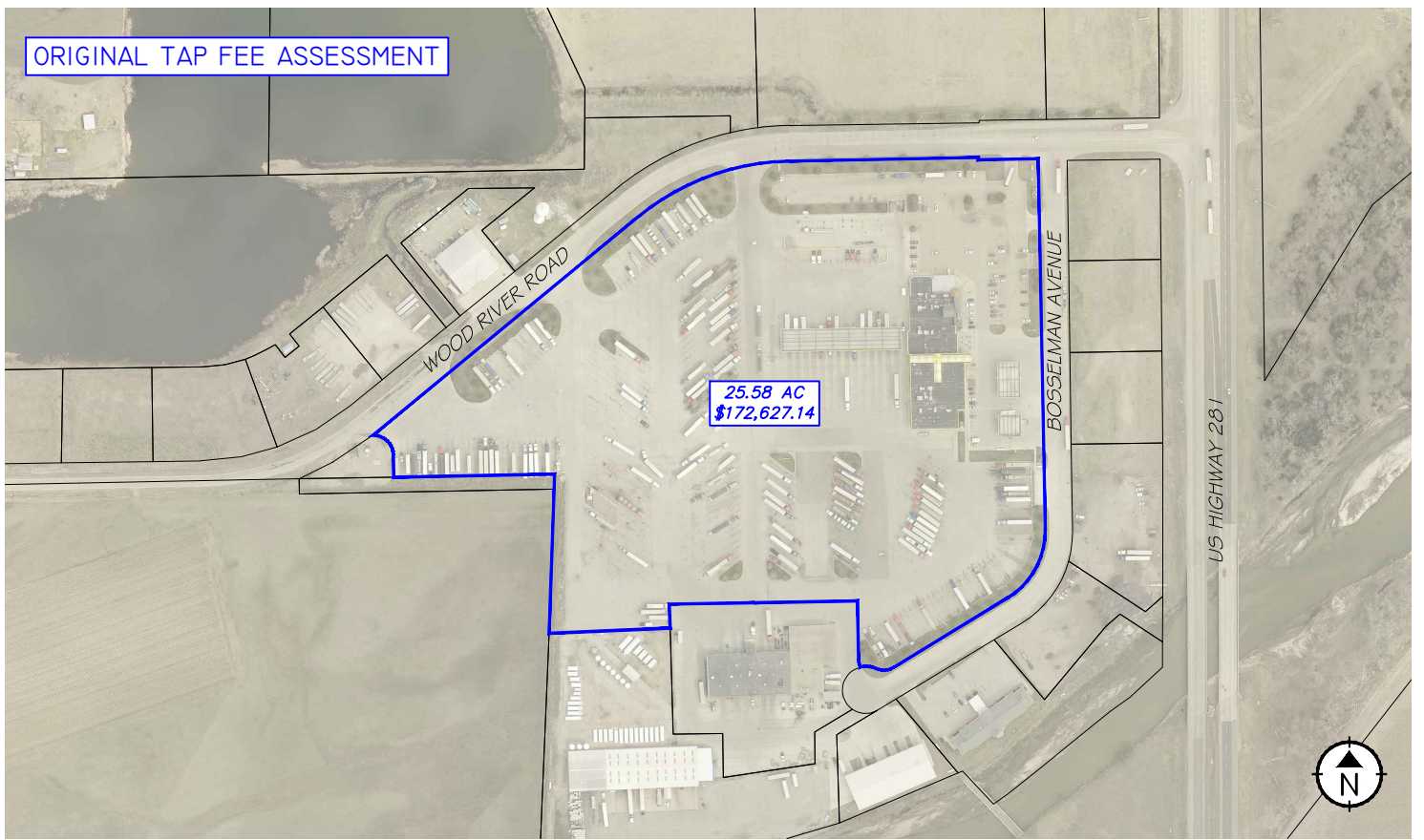
Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

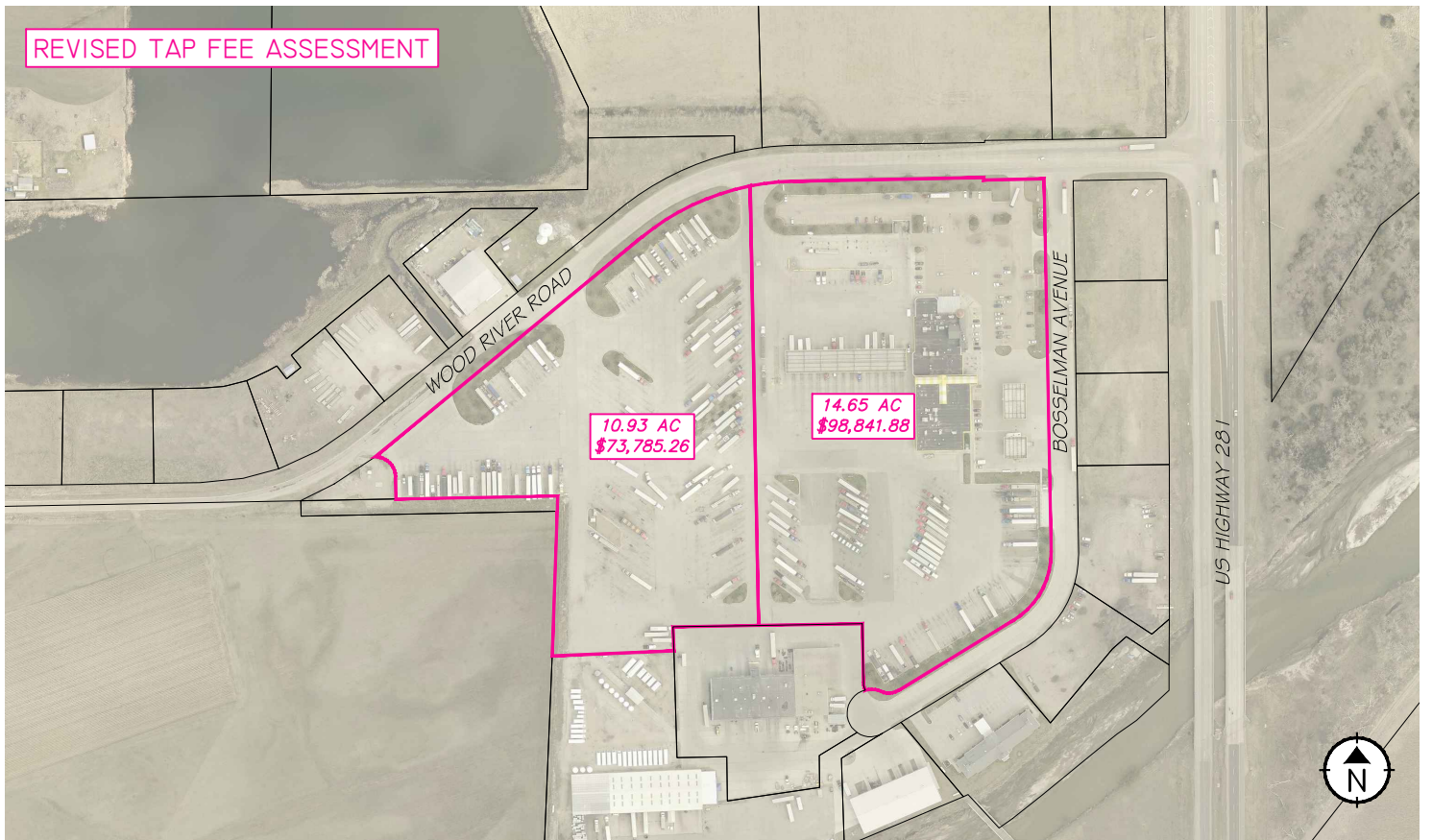
Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

ORIGINAL TAP FEE ASSESSMENT



REVISED TAP FEE ASSESSMENT



SANITARY SEWER DISTRICT 530T TAP FEE REDISTRIBUTION

BOSSELVILLE FOURTH SUBDIVISION  
GRAND ISLAND, NEBRASKA





# City of Grand Island

Tuesday, October 27, 2020

Council Session - Updated

## Item G-12

**#2020-269 - Approving Animal Control Contract with the Central Nebraska Humane Society**

Staff Contact: Stacy Nonhof, Interim City Attorney



# Council Agenda Memo

**From:** Stacy R. Nonhof, Interim City Attorney

**Meeting:** October 27, 2020

**Subject:** Animal Control Contract with the Central Nebraska Humane Society

**Presenter(s):** Stacy R. Nonhof, Interim City Attorney

## Background

The City of Grand Island and Central Nebraska Humane Society (CNHS) previously entered into an agreement for CNHS to provide Animal Control and Pet Licensing services for the City. This contract is set to expire at midnight on October 31, 2020. On February 14, 2017, Council approved a proposed agreement for animal controls services with CNHS for one year with automatic renewals, but may be terminated by either party upon 90 days' notice. Notice was given in January 2020 and negotiations for a new contract commenced with CNHS.

The proposed agreement does not change the basic structure of the current agreement approved in February 2017. The services provided and the consideration for those services remain the same.

## Discussion

City Administration and CNHS have reached a mutual agreement, subject to Council approval. CNHS will continue to provide Animal Control and Pet Licensing services for the City with no interruption of service.

The proposed agreement is a yearly contract with automatic renewals up to two (2) times, but may be terminate by either party upon 90 days' notice. The base rate contract price is a flat fee of \$388,500.00 paid in monthly payments beginning November 2020, with this base rate remaining the same for the initial term and up to two (2) renewal periods. The CNHS will continue to enforce City Code as it pertains to animals. The CNHS will continue to license pets but the City will be responsible for collecting license fees from and distributing licenses to area veterinarians.

The significant changes to this agreement from the prior agreement are the following:

- An increase from a base rate of \$370,000.00 per year to \$388,500.00 per year.

- The contract will be paid in monthly installments of \$32,375.00 beginning November 2020.
- An annual audit is no longer required of CNHS, but they are to provide annually to the City a copy of the annual financial review.
- CNHS shall deliver to the City a complete copy of the financial audit done once every three (3) years of CNHS.
- CNHS shall implement a Trap Neuter Release (“TNR”) program as outlined in Exhibit “E” to the contract. CNHS shall provide proof to the City of attempts at securing funding for the TNR program and shall provide monthly progress reports of the TNR program.

### **Alternatives**

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

1. Move to approve
2. Move to deny

### **Recommendation**

City Administration recommends that the Council approve the contract with the Central Nebraska Humane Society.

### **Sample Motion**

Move to approve the contract with the Central Nebraska Humane Society.

## AGREEMENT

THIS AGREEMENT is made on this \_\_\_\_\_ day of October 2020, by and between the City Of Grand Island, Nebraska, a Municipal Corporation, hereinafter referred to as the “City” and the Central Nebraska Humane Society, Inc., a Non-Profit Corporation, hereinafter referred to as the “CNHS.”

### ARTICLE I. STATEMENT OF PURPOSE

This Agreement will set forth the terms and conditions under which CNHS shall administer and enforce the ordinances of the City pertaining to animals in accordance with the parties’ mutual objectives and principles. This Agreement will address the sheltering, care, and disposition of such animals. It is agreed that humane treatment of animals, protection of the public, and compliance with the law are the primary objectives of enforcement.

### ARTICLE II. TERM OF AGREEMENT

Upon its approval by City Council and CNHS Board of Directors and execution by the Mayor and President of the CNHS Board of Directors, this Agreement shall be effective November 1, 2020, and shall continue in full force and effect for a term of one year (the “Initial Term”) unless earlier terminated by either party. Upon expiration of the Initial Term, this Agreement shall be automatically extended for successive terms of one year, up to two times, each commencing on November 1 unless terminated by either party. It is specifically agreed and understood that either party shall have the right to terminate this Agreement at any time by giving the other party ninety (90) days written notice in advance of the termination date.

### ARTICLE III. CNHS DUTIES

In the performance of this Agreement, CNHS shall serve as an animal control authority for City and shall have the following duties:

A) CNHS shall furnish, maintain, and operate an animal control shelter with equipment, supplies, and facilities to be utilized in connection with CNHS's performance of this Agreement. CNHS shall respond and investigate complaints of violations of Chapter 5 of the Grand Island City Code (hereinafter referred to as "the Code") in a professional and efficient manner.

B) Animal Control shall remain open during all regular business hours of CNHS which are hereby defined as Monday through Friday from 8:00 a.m. to 5:30 p.m., Saturday from 8:00 a.m. to 4:30 p.m., and Sunday from 1:00 p.m. to 4:30 p.m., or other regular business hours of CNHS as determined by the Board of Directors for CNHS and approved by City, which approval shall not be unreasonably withheld. CNHS will notify City's City Administrator of any proposed changes in regular business hours of CNHS at least ten (10) days prior to such change. Animal Control will not be open for regular business, but shall be on call for Priority One calls, on the following holidays:

- 1) New Year's Day – January 1;
- 2) Easter Sunday;
- 3) Memorial Day – Last Monday in May;
- 4) Independence Day – July 4;
- 5) Labor Day – First Monday in September;
- 6) Thanksgiving Day – Fourth Thursday in November; or
- 7) Christmas Day – December 25.

For those holidays which shall fall on a weekend, the Animal Control shall also be closed on the day of observation by City as well as the holiday itself.

C) CNHS shall maintain a business telephone and publish such phone number.

D) CNHS shall employ not fewer than two (2) full time equivalent officers and such additional personnel as is necessary to fulfill the requirements of this Agreement, maintain one (1) vehicle and three (3) night-drop kennels for the purpose of staffing the animal control shelter, and provide services in the administration and enforcement of the Code pertaining to animals within the city limits of Grand Island. At least one (1) Animal Control Officer shall be on duty during all regular business hours of the CNHS.

E) An Animal Control Officer shall be on-call for Priority One calls at all times, including holidays, that the Animal Control Officer is not regularly scheduled. Priority One calls are detailed in Exhibit "A" to this Contract. The name and telephone number of said on-call Animal Control Officers shall be maintained with the Grand Island-Hall County Emergency Center.

F) CNHS will provide employees and equipment on standby for emergency services such as bite cases, ill/injured animal cases, dangerous or vicious animals as defined by the Code, picking up and transporting animals that have been confined, and bite/rabies investigation during regular business hours. Any services provided after hours will be a separate fee as listed in Exhibit "C" to this Agreement paid by the owner of said animal.

G) CNHS's Animal Control Officers shall investigate, during regular business hours, complaints concerning violations of the Code and shall take such steps as are necessary to administer and enforce said ordinances.

H) During regular business hours, CNHS shall collect and dispose of all deceased animals except domestic livestock found upon City streets, alleys, avenues, or other property owned by or controlled by City weighing seventy-five (75) pounds or less. CNHS will coordinate with City's Public Works Department, specifically the Streets Division, for the removal of deceased animals larger than seventy-five (75) pounds or that exceeds CNHS's equipment capacity.

I) During regular business hours, CNHS shall collect and remove domestic animals and other animals found running at large within the corporate limits of City and, at the discretion of the Animal Control Officer, return such animals to their owners, issue a citation, or impound and care for such animals in a humane manner.

J) Upon reasonable advance notice of no less than seven (7) business days, City may audit the records of CNHS regarding animal control.

K) CNHS shall retain all fees collected from the impounding, boarding, observation, adoption, redemption or sale of animals found within the corporate limits of City. Animals held by CNHS in its capacity of Animal Control at the direction of the City for a period in excess of twenty (20) calendar days, shall incur a fee of \$20.00 per day per animal. CNHS shall remit a bill monthly to City, and the City shall remit payment within thirty (30) days after legal proceedings have been concluded, or surrender of the animal(s) occurs. It is agreed that this fee will not apply to instances where an animal is being held for rabies observation.

L) CNHS shall provide adoption services pursuant to its policies, procedures, and mission statement, and in compliance with any applicable holding requirement contained within the Code.

M) CNHS's Animal Control Officers shall be empowered to issue warnings and citations in connection with the performance of their duties and refer complaints and requests for prosecution for violations of the Code to the City Attorney, or their designee.

N) CNHS shall maintain written policies and procedures with respect to its performance of this Agreement, a current copy of which shall be maintained on file with City Clerk. A current set of written policies and procedures is attached hereto as Exhibit "B" and made a part hereof by reference. All future amendments to the written policies and procedures shall be submitted to the Grand Island City Administrator for comment and input at least thirty (30) days prior to implementation except in instances of an emergency.

O) CNHS shall maintain a published list of charges for all of its services and products; a current copy of which shall be maintained with the City Clerk. A current copy of charges for services and products is attached hereto as Exhibit "C" and made a part hereof by reference. All future amendments to the list of charges shall be submitted to the City Administrator for comment and recommendations at least thirty (30) days prior to their institution except in instances of an emergency.

P) CNHS shall collect all fees in connection with its performance of this Agreement, and maintain complete financial records concerning its receipts and expenditures in connection with the performance of this Agreement and shall provide copies of current financial statements pertaining to Animal Control to City upon request, but not less than annually. Upon request, CNHS will make all of their financial records concerning the performance of this Agreement available to City for review or audit.

Q) CNHS shall file a quarterly activity report and meet with the City Administrator concerning its activity in connection with its performance of this Agreement. Specific requirements for the quarterly report are set forth in Exhibit “D.”

R) CNHS and City shall maintain for a period of two (2) years, written records of citizen complaints of a significant nature relating to animals and the operations of Animal Control within the corporate limits of City.

S) CNHS shall adopt procedures consistent with City Code regarding impounding, testing and disposal of animals which have bitten or are suspected of biting any person or animal and, when appropriate, CNHS will provide to Central District Health Department information concerning biting incidents.

T) CNHS shall purchase and maintain during the term of this Agreement, or its renewals, insurance providing the following coverage and shall file certificates of insurance with City Clerk:

(1) Employer’s liability and Workmen’s Compensation Insurance as required by laws of the State of Nebraska;

(2) Automobile public liability and property damage insurance with minimum limits of \$1,000,000 single limit;

(3) Public liability insurance, including premises insurance for the animal shelter, with minimum limits of \$1,000,000 single limit;

(4) Professional Liability insurance with minimum limits of \$1,000,000 per incident; and

(5) Umbrella Liability insurance with a minimum limit of \$1,000,000 per occurrence (such insurance to be excess of the other primary limits of insurance –



Employer's Liability, Automobile Liability, Public Liability (General Liability) and Professional Liability).

City shall be listed as an additional named insured on all liability policies. Said certificates of insurance shall state that fifteen (15) days written notice shall be given to City before any policy covered thereby is changed or canceled. CNHS shall maintain on file with the Grand Island City Clerk current copies of its written Agreements with other jurisdictions or political subdivisions.

U) CNHS shall annually deliver to the City a complete copy of the annual financial review of CNHS. CNHS shall deliver to the City a complete copy of the financial audit done once every three years of CNHS. To the extent permitted by law, City agrees to maintain the confidentiality of CNHS's financial records except such records as pertain solely to its animal control functions as required in III.P., above. If City receives a request to disclose a copy of the annual financial audit/financial statements of CNHS, City shall provide notice and a copy of such request to CNHS, which shall have four days in which to object to the disclosure. The financial audit/financial review shall be provided to the City within 30 days of their receipt by CNHS.

V) CNHS shall implement the Trap Neuter Release ("TNR") program as written by CNHS and attached as Exhibit "E" to this Agreement. CNHS shall send monthly TNR program progress and activity reports to the City Administrator and City Attorney, or their designee. CNHS shall provide proof of attempt to secure funding for implementation of this program. CNHS shall provide proof of funding amount upon any award.

W) CNHS officials and animal control officers are at all times the employees and agents of CNHS and this Agreement does not constitute such officials or animal control officers employees of the City. Animal Control Officers shall be trained and have relevant continuing education provided to them by the Humane Society.

#### ARTICLE IV. DUTIES OF CITY

In the performance of this Agreement, City shall have the following duties:

A) City shall cooperate with CNHS whenever necessary to aid in the enforcement and administration of the Code. City shall designate a member of the Grand Island City Council to liaison with the Board of Directors of CNHS in connection with the duties of this contract.

B) The Communication Center will receive telephone calls concerning violations of the Code at all times. The Animal Control Officer will only respond to after-hours calls if they are defined as Priority One calls as defined on Exhibit "A".

C) During the term of this Agreement, City shall pay to CNHS the amounts authorized by the Mayor and City Council as shown in its adopted budgeted statements and annual appropriation ordinances. In addition to the fees and charges to be retained by CNHS as provided in Article III above, for the Initial Term, CNHS shall receive from City as compensation for the services provided herein an annual fee of \$388,500.00 (the "base rate") that will be paid in twelve (12) equal monthly installments of \$32,375.00 beginning in November 2020 with such payment to be received by CNHS no later than the 15<sup>th</sup> of the month. For the renewal term beginning November 1, 2021 and each succeeding term thereafter the base rate will be remain the same.

D) City shall inform CNHS of any revisions or amendments to the Code, at least sixty (60) days in advance of the revisions or amendment, and, notwithstanding any other provision of this Agreement CNHS shall have the option to terminate this Agreement upon sixty (60) days' notice if it unable to perform this Agreement under the revisions or amendment

E) During the period that this Agreement is in effect, City and CNHS shall conduct meetings a minimum of two (2) times per year for the purpose of reviewing the performance of CNHS in connection with the Agreement. For the purposes of such meetings, the representatives shall be the Executive Director of CNHS (or his/her designee), the President of the Board of Directors for CNHS (or his/her designee), and City Administrator (or his/her designee). The meetings will be set at the discretion of City.

G) City shall make available to CNHS Fleet Services of City of Grand Island for servicing of the required vehicle under this Agreement. CNHS shall be responsible for payment of the cost of those services to Fleet Services, inclusive of the cost of fuel purchased.

H) City shall be responsible for the issuance of all pet licenses within the City limits.

#### ARTICLE V. CHOICE OF LAWS

This Agreement shall be construed to be in accordance with the Grand Island City Code and the laws of the State of Nebraska.

#### ARTICLE VI. INDEMNIFICATION

With respect to acts or omissions occurring on or after the date this Agreement is approved by the parties' governing bodies and executed by the Mayor and CNHS's President of

the Board of Directors, each Party will indemnify, defend and hold harmless the other Party from any and all liability, expense, cost, attorney's fees, claim, judgment, suit and/or cause of action (whether or not meritorious), settlement, or demand for personal injury, death or damage to tangible property which may accrue against the other Party to the extent it is caused by the negligent acts or omissions of the Indemnifying Party, its officers, employees, agents or subcontractors while performing their duties under this Agreement, provided that the other Party gives the indemnifying Party prompt, written notice of any such claim, suit, demand or cause of action. The other Party shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action.

The rights, duties and obligations set forth in this section survive termination or expiration of this agreement.

#### ARTICLE VII. ASSIGNMENT

CNHS shall not assign its rights under this Agreement without the express prior written consent of City.

#### ARTICLE VIII. INDEPENDENCE OF CNHS

During the term of this agreement, CNHS, its officers, employees, agents, and volunteers, shall act in an independent capacity and not as officers, employees, or volunteers of City. The Parties agree that CNHS in performing its duties under this Agreement is performing traditional government functions.

#### ARTICLE IX. EQUAL EMPLOYMENT AND NON-DISCRIMINATION

CNHS is an Equal Opportunity Employer. It is the intent of CNHS to provide equal employment opportunity in its employment practices for all persons and will not discriminate on the basis of race, color religion, sex, sexual orientation, age or national origin, or against any qualified handicapped/disable individual

#### ARTICLE X. AGREEMENT

This Agreement constitutes the entire agreement between CNHS and City notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

**CITY OF GRAND ISLAND, NEBRASKA,**

By: \_\_\_\_\_  
Roger Steele, Mayor

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk

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

\_\_\_\_\_  
Stacy R. Nonhof, Interim City Attorney

\_\_\_\_\_  
Date

**CENTRAL NEBRASKA HUMANE SOCIETY, INC.,  
A Non-Profit Corporation**

By: \_\_\_\_\_  
Jeff Vinson, President of the Board

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

Approved by Resolution 2020-\_\_\_\_\_

## **EXHIBIT A**

### PRIORITY ONE CALLS – RESPONSE IS 24/7

**AGENCY ASSISTANCE:** A request for police, sheriff, state patrol, fire or health department. Animal Control will respond to agency assist calls at ALL times.

**Information needed:**

1. Name of department requesting assistance;
2. Type of assistance required;
3. Address where assistance is required;
4. Name of contact at site; and
5. Other pertinent information for animal control officer, i.e., hazardous material, specific equipment needed, warrant, etc.

Agency Assistance will only be utilized for situations such as car accident, structure fires, or other situations when the animal's safety is at risk. Agency Assistance is not to be used for situations such as the execution of an arrest or search warrant where the animal is not in immediate danger, i.e., the animal can safely be left at the residence overnight.

**BITE:** Animal Control Officers will respond to ALL bite calls at all times.

**Information needed:**

1. Did the bite break the skin?
2. What date and time did the bite occur?
3. Is immediate medical attention needed?
4. Where is the victim (at home, hospital, etc.)?
5. Is transportation available (if required)?
6. What is the location and description of the animal?
7. Is the animal confined?
8. What is name and address of person making the call?
9. What is the animal's owner name and address?

**Directions to be given caller:**

1. Is transportation for the victim required? Call ambulance, animal control officer cannot transport victim.
2. Medical attention required; contact their family physician. **Minor wounds** - should be washed with soap and water for (5) five minutes.
3. Inform caller that animal control and police will make contact with victim and witnesses.

## **POTENTIALLY DANGEROUS AND DANGERS ANIMALS:**

**CONFINED STRAY:** Defined as any domestic animal, such as a cat or dog, that is confined in the caller's yard or other building. After responding to the reported address, the officer will follow the procedures for a Confined Stray as listed in Exhibit B, Policies and Procedures of CNHS.

**POTENTIALLY DANGEROUS** is defined as any animal that when provoked: 1) inflicts a non-serve injury on a human or injures a domestic animal either on public or private property; 2) chases or approaches a person upon streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack; or 3) specific dog with known propensity, tendency or deposition to attack when unprovoked, to cause injury, or to threaten the safety of humans or domestic animals.

**DANGEROUS** is defined as any animal that, according to the records of the Central Nebraska Humane Society: (a) has killed or inflicted severe injury on a human being on public or private property; (b) has killed a domestic animal without provocation while the animal was off the owner's property; or (c) has been previously determined to be a potentially dangerous animal by an Animal Control officer and the owner has received notice of such determination and such animal again aggressively bites, attacks, or endangers the safety of humans or domestic animals. A dog shall not be defined as a dangerous dog if the threat, any injury that is not a severe injury, or the damage was sustained by a person who at the time, was committing a willful trespass or any other tort upon the property of the owner of the dog, who was tormenting, abusing, or assaulting the dog, who has, in the past, been observed or reported to have tormented, abused, or assaulted the dog, or who was committing or attempting to commit a crime.

### **Information needed:**

1. Location of animal?
2. Description of animal?
3. Is animal confined?
4. When and where was the animal seen last?
5. Name and address of owner, if known.
6. Reason caller is suspicious of the animal?
7. Name, address and phone number of caller.
8. Animal must have been "declared potentially dangerous or dangerous" by animal advisory board and recorded at CNHS on "declared list."

### **Directions to be given caller:**

1. Inform caller to stay away from the animal!
2. Inform caller an animal control officer will be responding and will need to get more information.

**CRUELTY:** Generally refers to animals that are beaten, tortured, burned, mutilated, or killed. Do not try to move the animal, unless necessary. **BE CAREFUL NOT TO BE BITTEN.** If



injury is also, caused by **ILLEGAL ACTION** *i.e.* **shooting, trapping, poisoning, fighting,** have the witnesses remain at the scene or get names and addresses of witnesses.

Information needed:

1. Is the animal in immediate danger?
2. Description of animal?
3. Location of animal?
4. Name and address of owner, if known.
5. Name and address of abuser, if known.
6. What type of cruelty? Beaten, tortured, burned, mutilated or killed.
7. Name, address and phone number of caller.
8. Name, address and phone number of witnesses.

## **EXHIBIT B**

### **CNHS Policies and Procedures**

#### **RUNNING AT LARGE:**

Animal Control will receive a call from GIEC or the public (calling CNHS) and report the animal running at large. The Animal Control officer will respond to the call. Upon arrival to the reported location the Animal Control Officer will search for the animal(s) matching the description given. When spotted, the Animal Control Officer will pursue and obtain (by any means) any animal(s) spotted running at large. All animal(s) obtained while running at large will be impounded at the Central Nebraska Humane Society.

#### **ANIMAL INTAKE:**

ACO has brought in an animal from running at large or confined:

1. Bring dog to surrender room (for cats jump to #11-12 then back to #2-10)
2. Scan for a microchip
3. If has a microchip write it down
4. Look up microchip in pet point
5. If not in pet point search microchip in AAHA Universal Microchip Lookup for microchip company to contact  
[https://www.petmicrochiplookup.org/default.aspx?microchip\\_id=4623267315](https://www.petmicrochiplookup.org/default.aspx?microchip_id=4623267315)
6. Contact Microchip company – get owner information
7. Contact owner – if you contact owner make memo in pet point
8. Intake the animal into pet point
9. Take a picture of the animal add to pet point
10. Check lost dog/cat report book for missing animals –if there contact owner
11. Locate open ACO Canine kennel OR Stray Cat Kennels
12. Place animal in designated open kennel
13. Fill out ACO/Stray dry erase board with name of animal (Ex: Stray 4C)
14. Print off 2 kennel cards for dogs 1 to kennel and 1 to medical  
-1 kennel card for cats only to medical

#### **CONFINED STRAY (CAT OR DOG):**

Animal Control receives call from GIEC or public. Report is made that there is a confined cat/dog

1. Animal control officer proceeds to reported address
2. Animal control officer retrieves animal and asks if finder can give any information about the animal
3. Returns animal to CNHS
4. Follows Animal Intake procedure

BATS:

Animal control receives report of a bat inside a home of business during regular business hours.

**MUST BE INSIDE LIVING QUARTERS OF THE HOME OR BUSINESS** (we do not get bats from attics, garages, or outside)

1. ACO proceeds to reported address
2. Take net, coffee can, and flashlight to enter home or business
3. Search for bat
4. If you find bat clinging to something use coffee can to catch
5. If bat is flying use net to trap bat. Swing net through air and catch bat then quickly (but gently) place net on floor (trapping bat between net and floor) using coffee can gently move can under net use your other hand to place lid under net and onto the coffee can. Do this all very gently as bats are actually quite fragile.
6. Talk to caller or other resident of the home to determine if the bat was:
  - Found in the same room as a human who was not alert and awake the entire time the bat was in the room or who was an unattended young child or other individual who cannot otherwise say with certainty "I know I wasn't bitten"?
  - Did the bat fly into the person's face or collide or otherwise have contact with the person's exposed skin?
  - Did the person step on the bat barefoot?
7. If yes to #6 bat must be taken to CNHS and euthanized by a licensed veterinarian and sent off for testing (following protocol) \*If testing still wanted charge \$65.00
8. If declined testing WITH signature bat can be relocated to country – area with a lot of trees

## EXHIBIT C

### CNHS Fee Schedule

#### ADOPTIONS

##### **Dogs**

5 months and younger	\$350
6 months to 4 years	\$275
5 years to 9 years	\$150
10 years or older	\$75

##### **Cats**

6 months and younger	\$125
6 months to 4 years	\$100
5 years to 9 years	\$75
10 years or older	\$50

##### **Critters**

Chinchillas/Hedgehogs	\$45
Ferrets	\$75
Guinea Pigs	\$15
Mice/Rats/Hamsters/Gerbils	\$5
Rabbits	\$15
Baby Rabbits	\$25
Ducks	\$5
Degu	\$5

#### RECLAIMS

1 <sup>st</sup> Offense	\$75
2 <sup>nd</sup> Offense	\$125
3 <sup>rd</sup> Offense	\$175
Vaccinations (+ tax)	\$20
Boarding (+ tax)	\$20/day

#### SURRENDERS

In County	\$50
Out of County	\$100

#### PET LICENSES

Altered	\$16
Unaltered	\$41
Late Fee	\$10
Replacement Fee	\$5

#### TRAP RENTAL

Rental Fee	\$50
Refund	\$25

#### RABIES OBSERVATIONS

Boa/Python	\$50	Deposit	\$200
Bearded Dragon	\$45	Balance Due on Release	\$100
Iguanas/Monitor Lizards	\$45		
Gecko	\$25	<u>RABIES TESTING</u>	
Turtle	\$10	Testing	\$65
Toad	\$5		
Tarantula	\$20	<u>DANGEROUS DOGS</u>	
Canaries	\$25	Annual Inspection Fee	\$100
Chickens	\$5		
Cockatiels	\$35	<u>KENNEL SPONSORS</u>	\$500
Doves/Pigeons	\$15	Annual Dog Kennel Fee	\$250
Finches	\$12	Annual Cat Kennel Fee	
Lovebirds	\$30		
Parakeets	\$20		
Pot Belly Pigs	\$50		
<u>PUBLIC MICROCHIPS</u>			
Altered	\$25		
Unaltered	\$40		
<u>CEMETERY</u>	\$300		
Burial/Headstone	\$100		
Remembrance Stone			

**EXHIBIT D**  
**Animal Control Ticket Tracking Chart**  
**Month and Year**

<b>Case Type</b>	<b>Total Incidents</b>	<b>Unfounded</b>	<b>Warning</b>	<b>Cited</b>	<b>Complied With Citation/Warning</b>	<b>Referred To City Attorney</b>	<b>Referred to County Attorney</b>	<b>Pending Cites</b>	<b>Notes</b>
<b>Abandoned</b>	0	0	0	0	0	0	0	0	
<b>Attack Case</b>	0	0	0	0	0	0	0	0	
<b>Bite Case</b>	0	0	0	0	0	0	0	0	
<b>City License</b>	0	0	0	0	0	0	0	0	
<b>Cruelty or Neglect</b>	0	0	0	0	0	0	0	0	
<b>Explain Leash Law</b>	0	0	0	0	0	0	0	0	
<b>Livestock</b>	0	0	0	0	0	0	0	0	
<b>Pet Excreta</b>	0	0	0	0	0	0	0	0	
<b>Rabies Vac Required</b>	0	0	0	0	0	0	0	0	
<b>Running at Large</b>	0	0	0	0	0	0	0	0	
<b>Welfare Check</b>	0	0	0	0	0	0	0	0	
<b>Totals</b>	0	0	0	0	0	0	0	0	

**Non-Cited Incidents****Total Tickets for the Month**

<b>Agency Assist</b>	<b>0</b>	<b>Warnings</b>	<b>0</b>
<b>Bat</b>	<b>0</b>	<b>Citations</b>	<b>0</b>
<b>Confined Stray</b>	<b>0</b>	<b>Total</b>	<b>0</b>
<b>Deceased</b>	<b>0</b>		
<b>Misc./Fuel</b>	<b>0</b>		
<b>Sick/Injured</b>	<b>0</b>		
<b>Wildlife</b>	<b>0</b>		
<b>Total</b>	<b>0</b>		

<b>Total Incidents</b>	<b>0</b>

## **EXHIBIT E**

### **CNHS Trap Neuter Release (TNR) Program**

All cats brought in as a part of the TNR program will be tested for FIV and FELV. Any cat that tests positive for either or presents with any other major illness or injury, will be humanely euthanized. All cats deemed healthy enough to be altered and released will also be vaccinated against rabies. Any cat whose temperament permits, will be adopted out by CNHS as an indoor cat. The number of cats to be altered each week will be limited to six. At this rate, it is estimated that roughly 68 cats will be removed from the feral population within the first year if the program is fully funded.

CNHS will provide public education regarding feral cats through free radio, social media, and newspaper slots, and provide as many alter surgeries as funding allows. In order to make the program as cost effective as possible, the cats in the program will be trapped and brought to the facility by the public using their own equipment. This method saves on labor and equipment expenses, reserving more funds for actual surgeries.

This is the most cost effective TNR option. Additional involvement by CNHS will result in increased expenses including ACO labor, the purchase of additional live traps, and trap bait. To increase our weekly TNR limit above six cats, an additional animal control officer and vehicle will be required to specifically service this program. If these options are desired, CNHS is open to discussing this further.

The proposed program will be funded entirely by designated donations and grants. These funds are not guaranteed and could vary greatly from year to year. CNHS will not be obligated to perform any TNR services which would exceed the costs allowable by designated donations and grants received and cannot guarantee the number of cats we will be able to enter into the TNR program unless CNHS receives a source of guaranteed funding. This is not a program currently or previously in effect at CNHS, as such, it is not reflected in our previous expenses, current or proposed budget. If the city of Grand Island would like a guaranteed number of animals to be altered through this program, an additional fee outside of the proposed animal control contract will be required.



RESOLUTION 2020-269

WHEREAS, the City of Grand Island gave notice to terminate to the Central Nebraska Humane Society in January 2020; and

WHEREAS, negotiations between the City of Grand Island and the Central Nebraska Humane Society were had; and

WHEREAS, the City of Grand Island and the Central Nebraska Humane Society came to a mutual agreement; and

WHEREAS, the term of the contract will be yearly with automatic renewals unless terminated by either party; and

WHEREAS, the contract will be a flat fee of \$388,500.00 beginning November 1, 2020 paid in monthly installments of \$32,375.00 beginning November 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the contract with the Central Nebraska Humane Society, in the amount of \$388,500.00 for Animal Control and Pet Licensing, is hereby approved, and that the Mayor is authorized to sign the Contract on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
October 26, 2020	☒ City Attorney



# City of Grand Island

Tuesday, October 27, 2020

Council Session - Updated

## Item G-13

**#2020-270 - Approving RFP for Veteran's Sports Complex  
Playground - Parks & Recreation**

Staff Contact: Todd McCoy, Parks & Recreation Director

# Council Agenda Memo

**From:** Todd McCoy, Parks and Recreation Director

**Meeting:** October 27, 2020

**Subject:** Approve RFP for a New Playground at the Veteran's Sports Complex

**Presenter:** Todd McCoy, Parks and Recreation Director

## Background

JBS has approached the City to provide \$1,000,000 of funding to build a new playground at the Veteran's Sports Complex and extend the existing beltline hike/bike trail system. The funding for this project comes from a recent JBS Hometown Strong initiative to support local communities.

## Discussion

The City of Grand Island advertised for proposals to build a new playground at the Veterans Sports Complex on September 3, 2020. Eight proposals were received.

The Parks and Recreation Department recommends accepting the proposal from Crouch Recreation of Omaha, Nebraska to build the playground. Crouch Recreation proposes to build a new playground that features rubber tile safety surfacing with a three level tower structure, multiple slides, swings, climbers, handicap ramps and spinner, separated small children's area, and more. The proposal project cost is \$391,328.00. The project will be funded from the JBS donation.



## **Alternatives**

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

1. Approve the proposal agreement.
2. Take no action on the issue.

## **Recommendation**

City Administration recommends that Council approve the proposal from Crouch Recreation of Omaha, Nebraska in the amount of \$391,328.00 to build a new playground at the Veterans Sports Complex.

## **Sample Motion**

Move to approve the proposal from Crouch Recreation to construct a new playground at the Veteran's Sports Complex.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR VETERAN'S SPORTS COMPLEX PLAYGROUND**

**RFP DUE DATE:** September 24, 2020 at 4:00 p.m.  
**DEPARTMENT:** Parks and Recreation  
**PUBLICATION DATE:** September 3, 2020  
**NO. POTENTIAL BIDDERS:** 5

**PROPOSALS RECEIVED**

**Creative Sites, LLC**  
Omaha, NE

**J Oliver Construction, LLC**  
Kansas City, KS

**Outdoor Recreation Products**  
Omaha, NE

**Cunningham Recreation**  
Charlotte, NC

**Practice Sports, Inc.**  
Omaha, NE

**Fry & Associates, Inc.**  
North Kansa City, MO

**Commercial Recreation Specialists**  
Verona, WI

**Crouch Recreation**  
Omaha, NE

cc: Todd McCoy, Parks & Recreation Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent

Patti Buettner, Admin. Asst. Parks  
Patrick Brown, Finance Director

**P2231**

RESOLUTION 2020-270

WHEREAS, the City of Grand Island issued a Request for Proposals (RFP) for Veteran's Sports Complex Playground at the Veteran's Sports Complex; and

WHEREAS, eight (8) request for proposals were received; and

WHEREAS, Crouch Recreation from Omaha, Nebraska, submitted a proposal for such project in accordance with the Request for Proposals; and

WHEREAS, a contract amount of \$391,328.00 has been negotiated; and

WHEREAS, such project will be funded through the JBS Parks Donation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from Crouch Recreation from Omaha, Nebraska for Veteran's Sports Complex Playground at the Veteran's Sports Complex is hereby approved at a cost of \$391,328.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form    ✕ \_\_\_\_\_  
October 26, 2020        ✕ City Attorney



# City of Grand Island

Tuesday, October 27, 2020

Council Session - Updated

## Item G-14

**#2020-271 - Approving Change Order No. 1 for Old Potash Highway Roadway Improvements; Project No. 2019-P-1**

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

# Council Agenda Memo

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

**Meeting:** October 27, 2020

**Subject:** Approving Change Order No. 1 for Old Potash Highway Roadway Improvements; Project No. 2019-P-1

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

## Background

Starostka Group Unlimited, Inc. of Grand Island, Nebraska was awarded a \$10,530,764.77 contract on May 26, 2020, via Resolution No. 2020-122, for Old Potash Highway Roadway Improvements; Project No. 2020-P-1.

## Discussion

Change Order No. 1 for Old Potash Highway improvements is being requested to allow Starostka Group Unlimited, Inc. to utilize the City owned property at 3505 W Old Potash Highway as a staging area during construction of such project.

Starostka Group Unlimited, Inc. will be responsible for all utilities at this location during their use, which will be reflected on the last pay application for the project once all utility charges are known.

## 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 Old Potash Highway Roadway Improvements, Project No. 2019-P-1 with Starostka Group Unlimited, Inc. of Grand Island, Nebraska.

## **Sample Motion**

Move to approve the resolution.



**CHANGE ORDER NO. 1**

**PROJECT:** Old Potash Highway Roadway Improvements; Project No. 2019-P-1

**CONTRACTOR:** Starostka Group Unlimited, Inc.

**AMOUNT OF CONTRACT:** \$10,530,764.77

**CONTRACT DATE:** May, 26, 2020

Use of City owned property at 3505 West Old Potash Highway for staging materials, equipment, etc. Starostka Group Unlimited, Inc. shall be responsible for utility payments while using the building, which will be reflected on the last pay application for the project once all utility charges are known, and is responsible for any damage that occurs to the property from their use. A minimum fourteen (14) day notice shall be given from the City for request to vacate the property.

Contract Price Prior to this Change Order.....	\$10,530,764.77
Net Increase/Decrease Resulting from this Change Order.....	\$ 0.00
Revised Contract Price Including this Change Order.....	\$10,530,764.77

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**The Above Change Order Accepted:**

Starostka Group Unlimited, Inc.

By \_\_\_\_\_ Date \_\_\_\_\_

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**Approval Recommended:**

By \_\_\_\_\_ Date \_\_\_\_\_  
John Collins PE, Public Works Director/City Engineer

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**Approved for the City of Grand Island, Nebraska**

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

Attest \_\_\_\_\_  
City Clerk

RESOLUTION 2020-271

WHEREAS, on May 26, 2020, via Resolution No.2020-122 the City of Grand Island awarded Starostka Group Unlimited, Inc. of Grand Island, Nebraska the bid in the amount of \$10,530,764.77 for Old Potash Highway Roadway Improvements; Project No. 2019-P-1; 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, Starostka Group Unlimited, Inc. will be responsible for all utilities at this location during their use, which will be reflected on the last pay application for the project once all utility charges are known.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and Starostka Group Unlimited, Inc. of Grand Island, Nebraska to provide the modifications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
October 26, 2020	☒ City Attorney



# City of Grand Island

Tuesday, October 27, 2020

Council Session - Updated

## Item H-1

### **Consideration of Approving Request from LPB, LLC for a Conditional Use Permit for Placement of a Soil and Groundwater Remedial System located at 704 West 3rd Street**

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

Staff Contact: Craig Lewis



# City of Grand Island

Tuesday, October 27, 2020

Council Session - Updated

## Item H-2

**Consideration of Approving Request from Gerald and Pamela Dean for a Conditional Use Permit to Allow Livestock on Premises located at 2670 N. St. Paul Road**

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

Staff Contact: Craig Lewis



# City of Grand Island

Tuesday, October 27, 2020

Council Session - Updated

## Item J-1

### **Approving Payment of Claims for the Period of October 14, 2020 through October 27, 2020**

*The Claims for the period of October 14, 2020 through October 27, 2020 for a total amount of \$5,581,866.14. A MOTION is in order.*

Staff Contact: Patrick Brown