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# City of Grand Island



## Tuesday, September 28, 2021 Council Session Agenda

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### **City Council:**

**Jason Conley**  
**Michelle Fitzke**  
**Bethany Guzinski**  
**Chuck Haase**  
**Maggie Mendoza**  
**Vaughn Minton**  
**Mitchell Nickerson**  
**Mike Paulick**  
**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 - Father Martin Egging, Blessed Sacrament Catholic Church, 518 West State Street**

**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, September 28, 2021

Council Session

## Item E-1

**Public Hearing on Request from Prairie Pride Brewing, 115 E. South Front Street for an Addition to their Class “LK-116938” Liquor License**

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

Staff Contact: RaNae Edwards

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** September 28, 2021

**Subject:** Public Hearing on Request from Prairie Pride Brewing Co., LLC dba Prairie Pride Brewing, 115 E. South Front Street for an Addition to their Class “LK-116938” Liquor License

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

## **Background**

Prairie Pride Brewing Co., LLC dba Prairie Pride Brewing, 115 E. South Front Street has submitted an application for an addition to their Class “LK-116938” Liquor License. The request is to add an outdoor area of approximately 22’ x 24’ Beer Garden to the east side of their building.

## **Discussion**

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

The request is to add an outdoor area of approximately 22’ x 24’ to the east side of their building for a Beer Garden. Staff is recommending approval contingent upon final inspections.

## **Alternatives**

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

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

## **Recommendation**

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

## **Sample Motion**

Move to approve the application for an addition to Prairie Pride Brewing Co., LLC dba Prairie Pride Brewing, 115 E. South Front Street Liquor License "LK-116938" for an outdoor area of approximately 22' x 24' to the east side of their building for a Beer Garden contingent upon final inspections.



# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item E-2

**Public Hearing on Proposed Blighted and Substandard Area 34 for approximately 86 Acres located West of Diers Avenue Between Faidley Avenue and State Street (The Starostka Group Unlimited)**

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

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Chad Nabity, Regional Planning Commission

**Meeting:** September 28, 2021

**Subject:** The Starostka Group Unlimited Study (Proposed Area #34) C-23-2021GI

**Presenter(s):** Chad Nabity, Regional Planning Commission

## **Background**

The Starostka Group Unlimited has commissioned a Blight and Substandard Study for Proposed Redevelopment Area No. 34. This study is approximately 86.4 acres of property located along the proposed Claude Road corridor between Faidley Avenue and State Street west of Diers Avenue in northwest Grand Island (Study Area). On August 10, 2021, Council referred the attached study to the Planning Commission for its review and recommendation. The study as prepared and submitted indicates that this property could be considered blighted and substandard. The full study is attached for your review and consideration.

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

## **Discussion**

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

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

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

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

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

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

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

~Reissue Revised Statutes of Nebraska 7-19-18

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

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

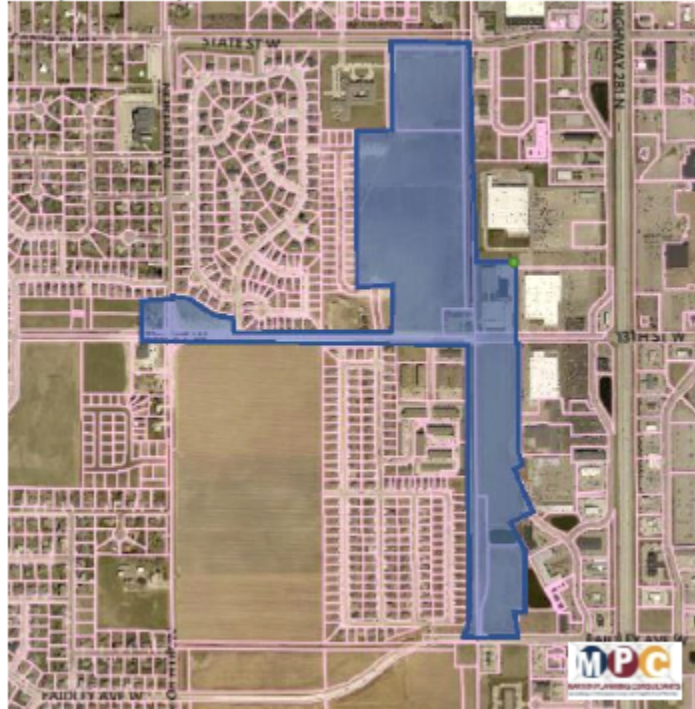
The City of Grand Island, as a City of the First Class, is permitted to designate an area of up to 35% of the municipal limits as blighted and substandard. As of September 21, 2021, 24.08% of the City has been declared blighted and substandard. This study for area 34 would add 86.04 acres or 0.44%. The total area declared blighted and substandard if area 34 is approved is 24.48%.

## Redevelopment Area 33

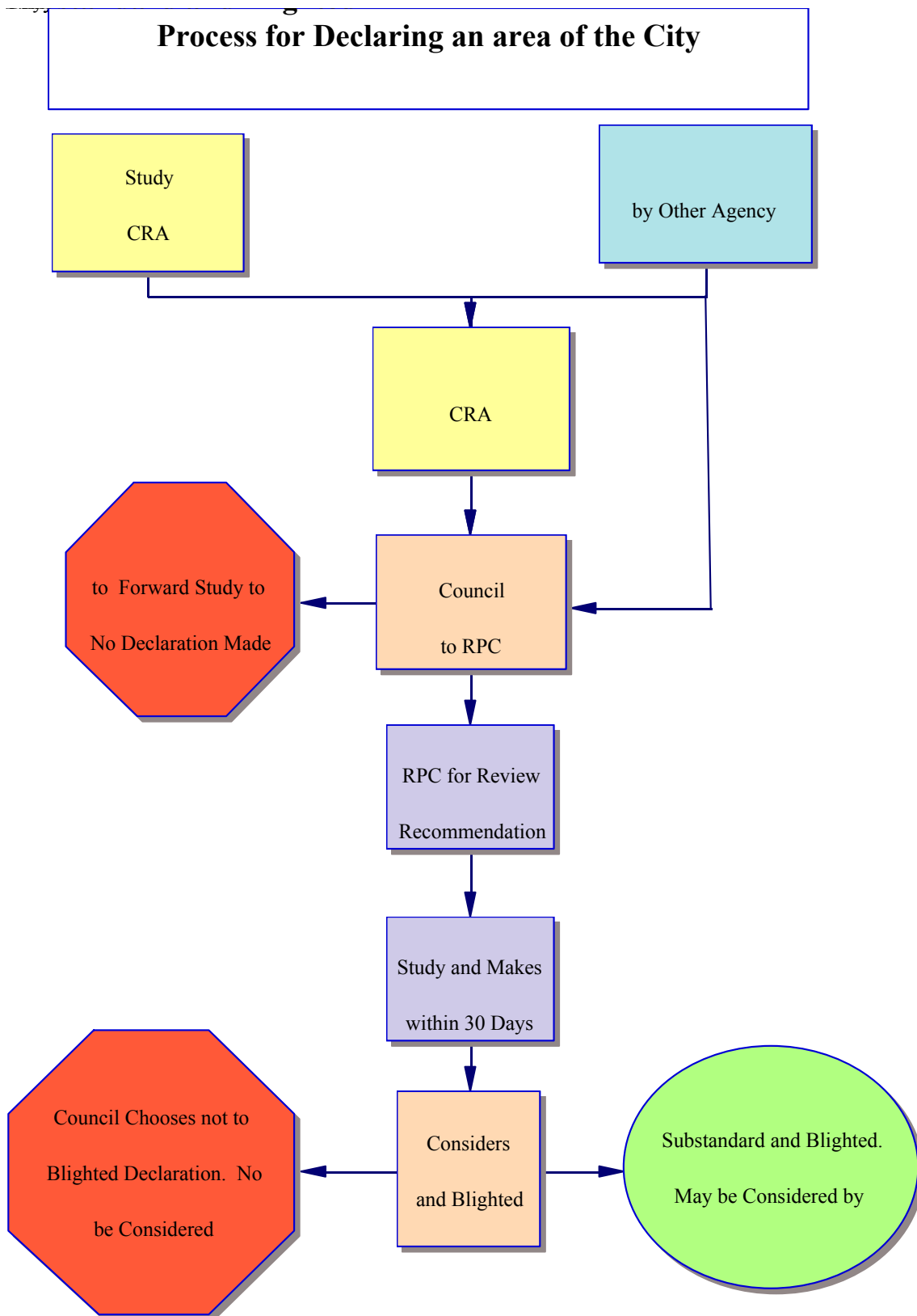
### Study Area

Figure 1

Study Area Map



Source: Hall County/Grand Island GIS, Marvin Planning Consultants 2021



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



# Substandard and Blighted Declaration vs. Redevelopment Plan



- |   |  |
|---|--|
| <ul style="list-style-type: none"><li>● <b>Substandard and Blighted Declaration</b></li><li>● A Study of the Existing Conditions of the Property in Question</li><li>● Does the property meet one or more Statutory Conditions of Blight?</li><li>● Does the Property meet one or more Statutory Conditions of Substandard Property?</li><li>● Is the declaration in the best interest of the City?</li></ul> | <ul style="list-style-type: none"><li>● <b>Redevelopment Plan</b></li><li>● What kinds of activities and improvements are necessary to alleviate the conditions that make the property blighted and substandard?</li><li>● How should those activities and improvements be paid for?</li><li>● Will those activities and improvements further the implementation of the general plan for the City?</li></ul> |
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Figure 2 Blight and Substandard Declaration compared to a Redevelopment Plan

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

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

### **Blighted and Substandard Defined**

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

#### **Section 18-2103**

*Terms, defined.*

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

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

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

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

~Reissue Revised Statutes of Nebraska 7-19-18

### **ANALYSIS-Blight and Substandard Study**

Study Area 34 has several items contributing to the Blight and Substandard Conditions. These conditions include:

#### **FINDINGS FOR GRAND ISLAND**

Study Area 34 has several items contributing to the Blight and Substandard Conditions. These conditions include:

#### **Blighting Summary**

These conditions are contributing to the blighted conditions of the Study Area.

- **Substantial number of deteriorating structures**
  - Within the study are 100.00% of the structures were deemed to be in a normal condition or worse.
- **Deterioration of site or other improvements**
  - The former Alltel site is basically vacant, and the entire site is becoming more and more deteriorated over time.
  - Measures to improve the former Alltel site appear to be non-existent or minimal.
  - The long-term vacancy of the Alltel facility is an indication of functional obsolescence.
- **Insanitary and Unsafe Conditions**
  - There is a linear detention cell located in the majority of the Study Area.
  - During major rain event the detention cell can become deep with water and can create a potential drowning potential.
  - Within the detention cell standing water during the summer months may become breeding grounds for mosquitoes and mosquitoes are known transmitters of the West Nile virus.
- **Diversity of Ownership**
  - Within this Study Area there are a total of eight property owners including the City of Grand Island. With some of the issues being discussed for this area as well as the initial phase of the Claude Road project, coordination and intervention by the City through this process will make for a much better development area in the future.
- **Factors Which Are Impairing and/or Arresting Sound Growth**
  - The need to continue Claude Road north to State Street.
  - Portions of this Study Area seem to be leftover tracts of land previous developments either could not obtain or chose to ignore at the time.

- The portion of the Study Area south of 13<sup>th</sup> street is very narrow, especially after Claude Road's right-of-way is removed.
- The northern portion of the Study Area also looks like a set of leftover pieces as well.
- **Dangerous Conditions to Life or Property Due to Fire or Other Causes**
  - There is a linear detention cell located in the majority of the Study Area.
  - During major rain event the detention cell can become deep with water and can create a potential drowning potential.
  - Within the detention cell standing water during the summer months may become breeding grounds for mosquitoes and mosquitoes are known transmitters of the West Nile virus.
- **Improper Subdivision or Obsolete Platting**
  - Portions of this Study Area appear to be "chopped up" land and leftover pieces.
  - Ideally, this Study Area should have been included in prior development efforts.

### **Criteria under Part B of the Blight Definition**

- **The average age of the residential or commercial units in the area is at least forty years.**
  - 4 units (66.67%) were determined to be 40 years of age or older.
  - 2 units (33.33%) were determined to be less than 40 years of age.
  - The average age based upon a cumulative age calculation is 50.5 years.

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

- Faulty Lot Layout
- Stable or decreasing population based on the last two decennial censuses.
- Tax or special assessment delinquency exceeding fair value of the land.
- Defective or unusual condition of title,
- Unemployment in the designated area is at least 120% of the state or national average.
- One-half of unimproved property is over 40 years old.
- The per capita income of the area is lower than the average per capita income of the city or village in which the area is designated.

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

## Substandard Conditions

**Average age of the residential or commercial units in the area is at least 40 years.**

### **Age of Structure**

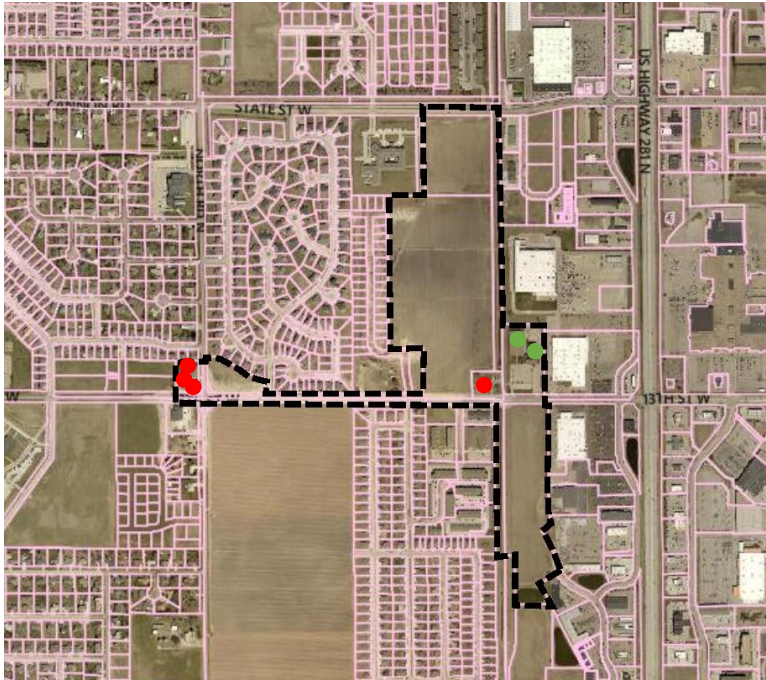
Within the Study Area there are nine structures. After researching the structural age on the Hall County Assessor's website, the following breakdown was determined:

- 4 units (66.67%) were determined to be 40 years of age or older.
- 2 units (33.33%) were determined to be less than 40 years of age.

However, when examining the age based upon a cumulative approach, as in Table 1 the average age of the primary structures is equal to 50.5 years; thus, meeting the requirements of the statutes.

The age of the structures would be a direct contributing factor.

**Figure 8: Age of Structures**



Source: Grand Island GIS, Hall County Assessor's Office, MPC 2021

### **Substandard Summary**

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

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

### **FINDINGS FOR BLIGHT AND SUBSTANDARD STUDY AREA #34**

Blight Study Area #34 has several items contributing to the Blight and Substandard Conditions. These conditions include:

#### **Blighted Conditions**

- **Condition of Structures**
- **Deterioration of Site and Other Improvements**
- **Insanitary and Unsafe Conditions**
- **Diversity of Ownership**
- **Factors Which Are Impairing and/or Arresting Sound Growth**
- **Dangerous Conditions to Life or Property Due to Fire or Other Causes**
- **Improper Subdivision or Obsolete Platting**
- **Average age of the residential or commercial units in the area is at least 40 years.**

#### **Substandard Conditions**

- **Average age of the structures in the area is at least forty years.**

### **Recommendation**

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

#### **Recommend Questions for City Council**

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

- What is the policy of the City toward increasing development and redevelopment in this area of the City?

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

### **Planning Commission Recommendation**

The Regional Planning Commission held a public hearing and took action on the blight and substandard study proposed Area 34 during its meeting on September 1, 2021. This study is approximately 86.4 acres of located along the proposed Claude Road corridor between Faidley Avenue and State Street west of Diers Avenue. (C-23-2021GI)

O'Neill opened the public hearing:

Nabity stated the proposed CRA Area #34 extends from Faidley Avenue to State Street along the Claude Road extension. If this is approved tax increment financing would be used to extend Claude Road and make the extension happen faster. Claude Road will help with the traffic between State Street and Old Potash Hwy. This will allow Public Works Department to better control traffic movements along Diers Avenue from Old Potash to State Street. Nabity explained that tax increment financing would be used to help with the cost of extending Claude Rd. Nabity recommends approval.

Rainforth asked if the area is zoned for business or residential or both. Nabity explained the east side of Moore's Creek is Commercial and the west side of Moore's Creek is Residential. With the extension of Claude Road there may be some uses mixed on either side of the road.

Matt Rief representing Starostka Group explained some of the details of the project.

Jordan Starostka was available for questions.

Dave Starostka was available for questions.

O'Neill closed the public hearing:

A motion was made by Randone and second by Ruge to approve proposed CRA Area #34 located along the proposed Claude Road corridor between Faidley Avenue and State Street west of Diers Avenue and Resolution 2021-06.

The motion was carried with seven members voting yes (Nelson, Allan, O'Neill, Ruge, Rainforth, Hendricksen and Randone) 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

### **Sample Motion**

If Council wishes to approve the designation of this property as blighted and substandard, an action required if Tax Increment Financing is to be used for the redevelopment of properties in this area, a motion should be made to approve the Substandard and Blight Designation for Redevelopment Area No. 34 in Grand Island, Hall County, Nebraska finding the information in the study to be factual and supporting such designation. A resolution authorizing the approval of this study has been prepared for Council consideration.





**City of Grand Island, NE**  
**Blight and Substandard Study**  
**Area #34**  
**June 2021**





**PURPOSE OF THE BLIGHT AND SUBSTANDARD STUDY**

The purpose of completing this Blight and Substandard study is to examine existing conditions within Study Area 34 of the city of Grand Island. This study has been commissioned by the Starostka Group Unlimited, Inc. in order to analyze the possibility of declaring the area as blighted and substandard within this specific Study Area.

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

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

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

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

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

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

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



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

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

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

**"Workforce housing** means:

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

This Blight and Substandard Study is only for a portion of the corporate limits of the city which has not previously been so designated. The Study is intended to give the Grand Island CRA, Hall County Regional Planning Commission and Grand Island City Council the basis for identifying and declaring Blighted and Substandard conditions existing within the City's jurisdiction and as allowed under Chapter 18, Section 2123.01. Through this process, the City and property owners will be attempting to address economic and/or social liabilities which are harmful to the well-being of the entire community.

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

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

### **BLIGHT AND SUBSTANDARD ELIGIBILITY STUDY**

This study targets the entire corporate limits of the community for evaluation. The area is indicated in Figure 1 of this report. The existing uses in this area includes several uses including, a residential area which was once a farmyard and the rest of the property is used for agricultural purposes.

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

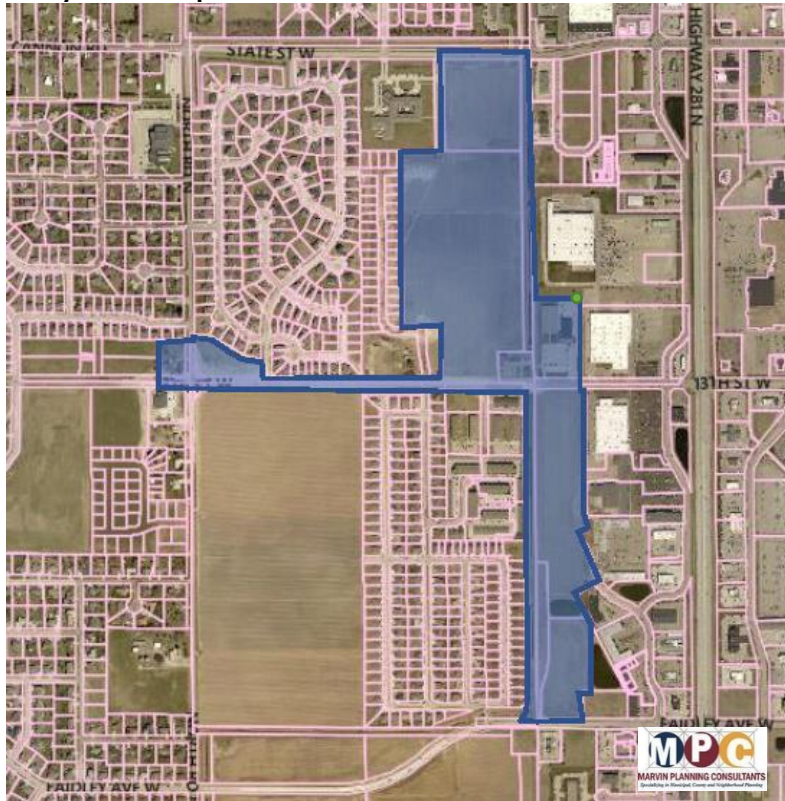
The following is the description of the designated area within the City of Grand Island.

A Tract described as follows:

The point of beginning (POB) is the NE corner of Lot 2 of 281 Retail Subdivision to the City of Grand Island; thence southerly along the east property line of said Lot and extending to the south right-of-way line of 13<sup>th</sup> Street West; thence, easterly along south right-of-way line to the intersection with the NE corner of a parcel described as Part of Block A, Crane Valley Subdivision; thence southerly along east property line to the intersection with Lot 1 Crane Valley Ninth Subdivision; thence, south along the east property lines to the intersection to the southeast corner of said Lot and the north right-of-way of Faidley Avenue West; thence; westerly along the south property line of said Lot 1 and continuing westerly to the intersection with the extended east property line of Lot 28, Larue Fourth Subdivision; thence, northerly along the east property lines of Larue's Fourth Subdivision to the intersection with the south right-of-way line of 13<sup>th</sup> Street West; thence westerly along said south right-of-way to the intersection with the extended west property line of a lot referred to as Lot 1 of the B & M Estates Subdivision; thence northerly along the west property line of said lot to the NW corner of said lot; thence, easterly along the north property line of said lot and extending to the perpendicular intersection of Outlot A of Summerfield Estates First Subdivision; thence northerly along the west property line of said lot to the NW corner of said Lot; thence, easterly along the northern property line of said Lot to the NE corner of said Lot; thence, southerly along the east property line of said Lot; thence, easterly along the north right-of-way line of 13<sup>th</sup> Street West to the intersection with the property line of a parcel referred to as Misc. tracts 12-11-10 Part E ½ SW ¼ and following said property line northerly and easterly to the NE corner of said parcel and continuing easterly to SW corner of Lot 2, Starlite Subdivision; thence, northerly along the west property line of said Lot to the intersection with the centerline of State Street; thence, easterly along the centerline of State Street to the perpendicular intersection with Lot 1, KAAAR Subdivision; thence southerly along the east property line of the City of Grand Island to the intersection with the NW corner of Lot 2 of 281 Retail Subdivision; thence, easterly to the POB. Overall coverage is 86.4 acres.

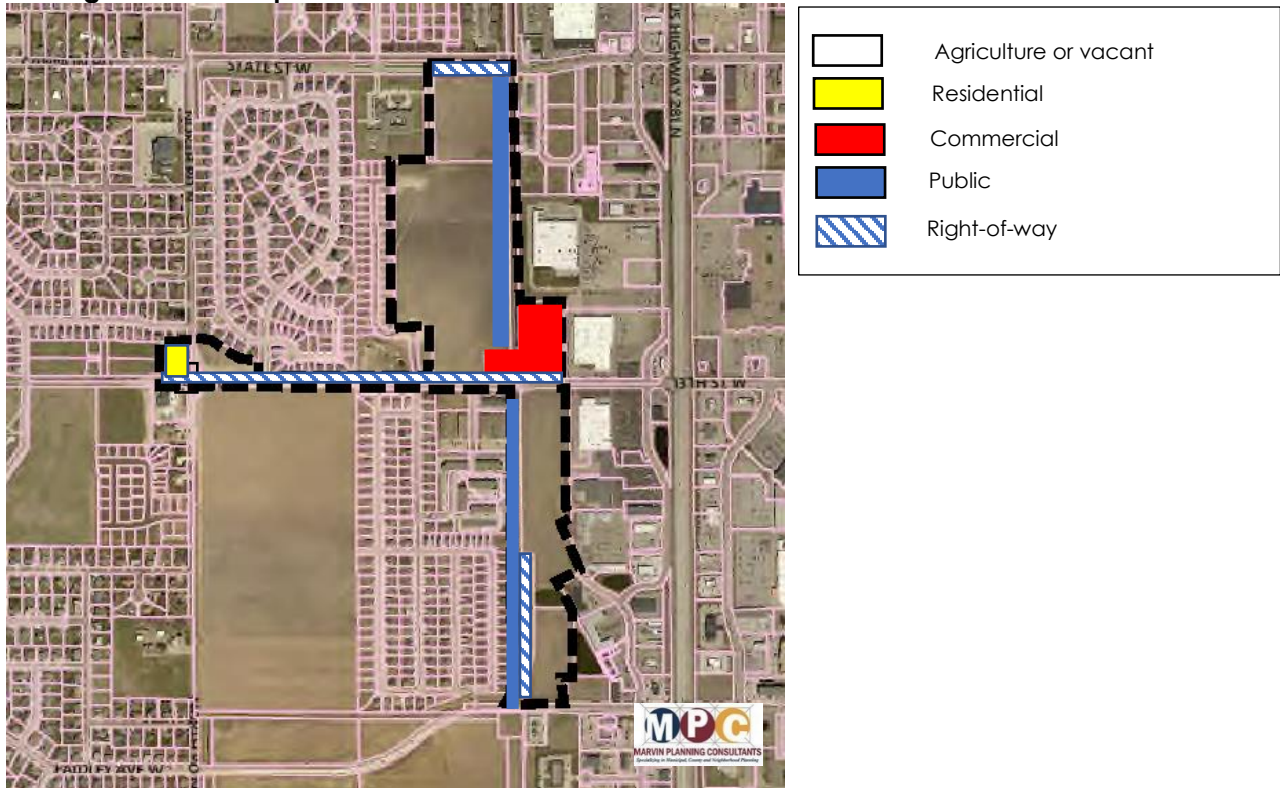
## Study Area

**Figure 1**  
**Study Area Map**



Source: Hall County/Grand Island GIS, Marvin Planning Consultants 2021

**Figure 2**  
**Existing Land Use Map**



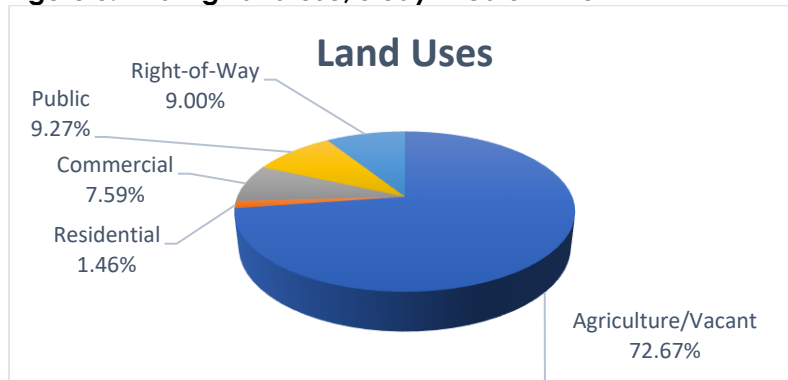
Source: Hall County Assessor's Office, Marvin Planning Consultants 2021



## EXISTING LAND USES

The term “Land Use” refers to the developed uses in place within a building or on a specific parcel of land. The number and type of uses are constantly changing within a community and produce a number of impacts either benefitting or detracting from the community. Because of this, the short and long-term success and sustainability of the community is directly contingent upon available resources utilized in the best manner given the constraints the City faces during the course of the planning period. Existing patterns of land use are often fixed in older communities and neighborhoods, while development in newer areas is often reflective of current development practices.

**Figure 3: Existing Land Use, Study Area 34 – 2021**



Source: Marvin Planning Consultants 2021

### **Existing Land Use Analysis within Study Area**

As part of the planning process, a survey was conducted through both in-field observations, as well as data collection online using the Hall County Assessors website. This survey noted the use of each parcel of land within the Study Area. Figure 3 shows the different uses present within the corporate limits of the area. The different uses also have the overall percent of the total area.

## FINDINGS OF BLIGHT AND SUBSTANDARD CONDITIONS ELIGIBILITY STUDY

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

### **CONTRIBUTING FACTORS**

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

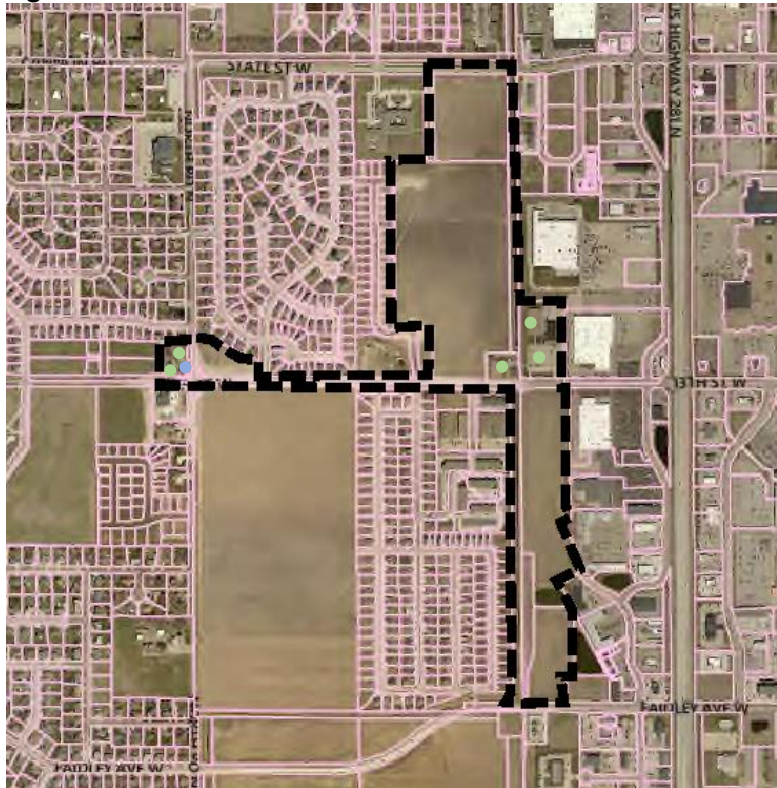
### **Structural Conditions**

Structural conditions were evaluated, structures were either rated as: Excellent, Very Good, Above Normal, Normal, Below Normal, Poor or Very Poor. The data and rating system come from the Hall County Assessor's database and is the same database used to value properties in the area. According to the data there are five structures in the Study Area.

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

- **0 (0.00%) structures rated as Excellent**
- **0 (0.00%) structure rated as Very Good**
- **1 (16.67%) structures rated as Above Normal**
- **5 (83.33.00%) structures rated Normal**
- **0 ( 0.00%) structures rated Below Normal**
- **0 ( 0.00%) structures rated Poor**
- **0 ( 0.00%) structure rated as Very Poor**

**Figure 4: Structure Conditions**



Source: Grand Island GIS, Hall County Assessor's Office, MPC 2021

Based upon these data, an assumption has been made that normal condition and less would constitute the possibility of some or considerable deterioration. It is common for older structures to need more maintenance and upkeep in order to maintain a good or higher condition. Even a structure rated as normal will show some signs of deteriorating which in turn can become a dilapidated structure in the future if it is not addressed over time. Overall, 80.00% of the structures in this Study Area are considered to in Normal Conditions. However, it appears the old Alltel facility is showing wear beyond a normal condition.



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

### ***Deterioration of Site or Other Improvements***

#### ***Alltel Property***

The Alltel property, on the eastern side of this area, is in a deteriorated condition. The concrete in the parking lot is in poor condition and other parts of the site seem to have been left to deteriorate.



The key deterioration of the parking lot is as follows:

- Concrete is in poor condition due to cracking spalling.
- The area has had some landscaping upkeep but only minimal.
- The parking islands and curb and gutter on-site are in a deteriorated condition.
- Other site amenities, fencing, etc., are deteriorating.
- The old site signage has been left to deteriorate.



In addition, the fact the Alltel facility has been vacant for several years indicates a presence of functional obsolescence. Functional obsolescence is a factor of deterioration of site or other improvements.

Typically, sidewalk condition, street condition, and curb and gutter condition are examined in a typical study. However, these are not a major contributing factor in this Study Area. In most cases, all three of these items are newer and are in good condition.

Overall, the site deterioration of the former Alltel site will only become worse if something is not done to promote the eventual purchase and redevelopment of this site. In its current state it is becoming an eye sore to the area in the near future.

Therefore, the condition of the former Alltel site is contributing factor under Deterioration of Site or Other Improvements.

### ***Insanitary and Unsafe Conditions***

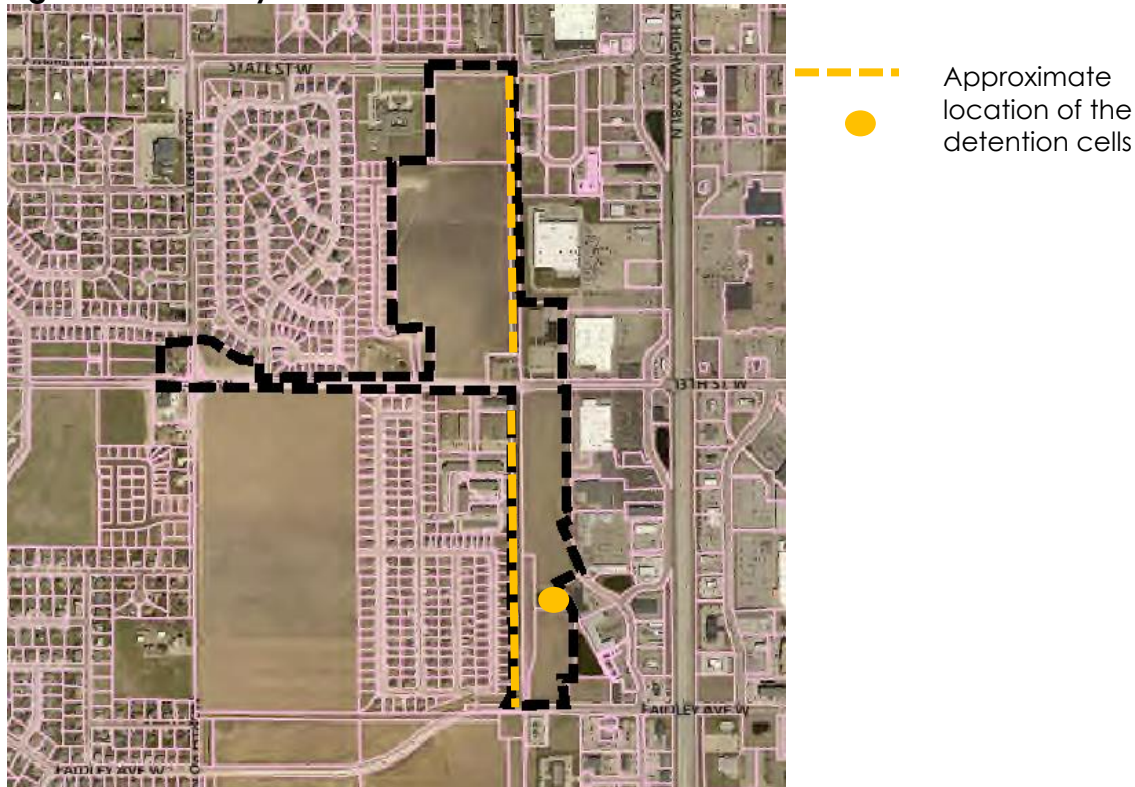
Throughout the entire Study Area is a city owned and maintained detention cell. The cell is relatively deep and is capable of carrying a considerable amount of water during and after a major rain event.

In addition, there is another detention cell along the southern edge of the Study Area and has the same issues as the linear detention cell.

Neither detention cell has any barriers to keep individuals from accessing the area when the cell has water.

Therefore, Insanitary and Unsafe Conditions are a contributing factor to the Blighting and Substandard Conditions of Area #34.

**Figure 5: Insanitary and Unsafe Conditions**



Source: Grand Island GIS, Hall County Assessor's Office, MPC 2021





### **Diversity of Ownership**

Within this Study Area there are a total of eight property owners including the City of Grand Island. With some of the issues being discussed for this area as well as the initial phase of the Claude Road project, coordination and intervention by the City through this process will make for a much better development area in the future.

Diversity of Ownership is a contributing factor to the declaration of Blighted and Substandard.

### **Factors Which Are Impairing and/or Arresting Sound Growth**

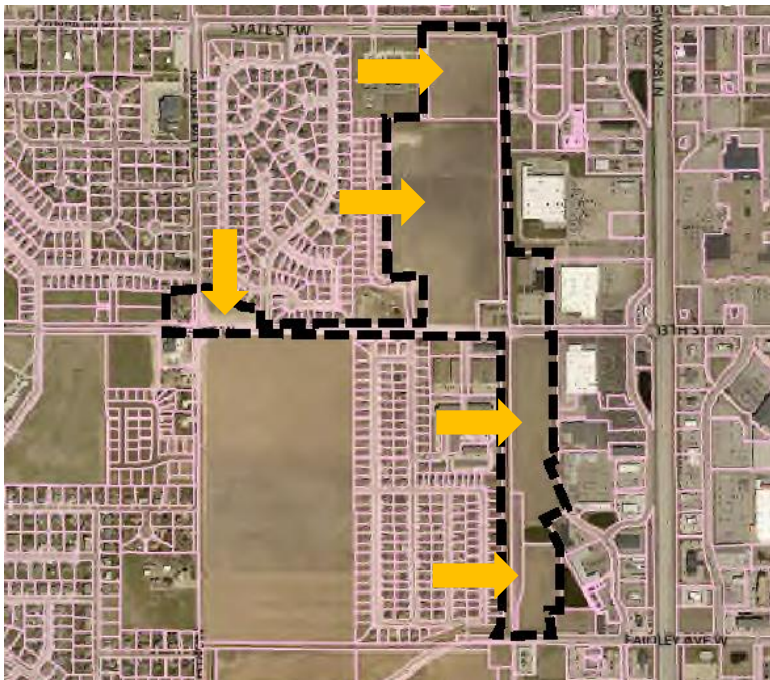
Portions of this Study Area seem to be leftover tracts of land previous developments either could not obtain or chose to ignore at the time. The portion of the Study Area south of 13<sup>th</sup> street is very narrow, especially after Claude Road's right-of-way is removed. Future development of this property, due to the width of the tract impairs and arrests sound growth through this specific area.

The northern portion of the Study Area also looks like a set of leftover pieces for whatever reason. However, these undeveloped tracts as they appear are impacted by factors impair sound growth of the remaining areas.

The continuation of Claude Road along the edges of this Study Area would be instrumental in eliminating key factors impairing and arresting sound growth. The extended road would provide a primary road through the area between Faidley Avenue and State Street.

Therefore, based upon past development decisions and construction, Factors Which Are Impairing and/or Arresting Sound Growth is a contributing factor to declaring this area blighted and substandard.

**Figure 6: Factors Which Are Impairing and/or Arresting Sound Growth**



Source: Grand Island GIS, Hall County Assessor's Office, MPC 2021

### **Dangerous Conditions to Life or Property Due to Fire or Other Causes**

Throughout the entire Study Area is a city owned and maintained detention cell. The cell is relatively deep and is capable of carrying a considerable amount of water during and after a major rain event.

In addition, there is another detention cell along the southern edge of the Study Area and has the same issues as the linear detention cell.

Neither detention cell has any barriers to keep individuals from accessing the area when the cell has water.

Therefore, Dangerous Conditions to Life or Property Due to Fire or Other Causes are a contributing factor to the Blighting and Substandard Conditions of Area #34.



### **Improper Subdivision or Obsolete Platting**

Due to the previous discussions regarding "chopped up" land and leftover pieces, this area at some point, ideally, should have been included in prior development efforts. Instead, this Study Area has been left out of a number of platting opportunities thus creating such an odd development area.

Improper Subdivision or Obsolete Platting is a contributing factor to the Blighting and Substandard conditions found in the Study Area.

### **Age of Structure**

Age of structures can be a contributing factor to the blighted and substandard conditions in an area. Statutes allow for a predominance of structures 40 years of age or older to be a contributing factor regardless of their condition. The following paragraphs document the structural age of the structures within the Study Area. Note the age of structure was determined from the Appraisal data within the Hall County Assessor's website data.

**TABLE 2: AVERAGE STRUCTURAL AGE, BY METHOD – 2021**

Number	Year	Age	Cumulative	
1	1921	100	100	100
1	1966	55	55	155
2	1975	46	92	247
2	1993	28	56	303
<b>6</b>				<b>303</b>
				<b>50.5</b>

Source: Grand Island GIS Aerials, Hall County Assessor's and Marvin Planning Consultants 2021

**Note: the two structures listed as 1975 were determined by use of the 1975 aerials online, these structures may actually be older.**

### **Age of Structure**

Within the Study Area there are nine structures. After researching the structural age on the Hall County Assessor's website, the following breakdown was determined:

- 4 units (66.67%) were determined to be 40 years of age or older.
- 2 units (33.33%) were determined to be less than 40 years of age.

However, when examining the age based upon a cumulative approach, as in Table 1 the average age of the primary structures is equal to 50.5 years; thus, meeting the requirements of the statutes.

The age of the structures would be a direct contributing factor.

**Figure 7: Age of Structures**



Source: Grand Island GIS, Hall County Assessor's Office, MPC 2021

### **Blighting Summary**

These conditions are contributing to the blighted conditions of the Study Area.

- **Substantial number of deteriorating structures**
  - Within the study are 100.00% of the structures were deemed to be in a normal condition or worse.
- **Deterioration of site or other improvements**
  - The former Alltel site is basically vacant, and the entire site is becoming more and more deteriorated over time.
  - Measures to improve the former Alltel site appear to be non-existent or minimal.
  - The long-term vacancy of the Alltel facility is an indication of functional obsolescence.
- **Insanitary and Unsafe Conditions**
  - There is a linear detention cell located in the majority of the Study Area.
  - During major rain event the detention cell can become deep with water and can create a potential drowning potential.
  - Within the detention cell standing water during the summer months may become breeding grounds for mosquitoes and mosquitoes are known transmitters of the West Nile virus.
- **Diversity of Ownership**
  - Within this Study Area there are a total of eight property owners including the City of Grand Island. With some of the issues being discussed for this area as well as the initial phase of the Claude Road project, coordination and intervention by the City through this process will make for a much better development area in the future.



- **Factors Which Are Impairing and/or Arresting Sound Growth**
  - The need to continue Claude Road north to State Street.
  - Portions of this Study Area seem to be leftover tracts of land previous developments either could not obtain or chose to ignore at the time.
  - The portion of the Study Area south of 13<sup>th</sup> street is very narrow, especially after Claude Road's right-of-way is removed.
  - The northern portion of the Study Area also looks like a set of leftover pieces as well.
- **Dangerous Conditions to Life or Property Due to Fire or Other Causes**
  - There is a linear detention cell located in the majority of the Study Area.
  - During major rain event the detention cell can become deep with water and can create a potential drowning potential.
  - Within the detention cell standing water during the summer months may become breeding grounds for mosquitoes and mosquitoes are known transmitters of the West Nile virus.
- **Improper Subdivision or Obsolete Platting**
  - Portions of this Study Area appear to be "chopped up" land and leftover pieces.
  - Ideally, this Study Area should have been included in prior development efforts.

### **Criteria under Part B of the Blight Definition**

- **The average age of the residential or commercial units in the area is at least forty years.**
  - 4 units (66.67%) were determined to be 40 years of age or older.
  - 2 units (33.33%) were determined to be less than 40 years of age.
  - The average age based upon a cumulative age calculation is 50.5 years.

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

- Faulty Lot Layout
- Stable or decreasing population based on the last two decennial censuses.
- Tax or special assessment delinquency exceeding fair value of the land.
- Defective or unusual condition of title,
- Unemployment in the designated area is at least 120% of the state or national average.
- One-half of unimproved property is over 40 years old.
- The per capita income of the area is lower than the average per capita income of the city or village in which the area is designated.

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

## Substandard Conditions

**Average age of the residential or commercial units in the area is at least 40 years.**

### Age of Structure

Within the Study Area there are nine structures. After researching the structural age on the Hall County Assessor's website, the following breakdown was determined:

- 4 units (66.67%) were determined to be 40 years of age or older.
- 2 units (33.33%) were determined to be less than 40 years of age.

However, when examining the age based upon a cumulative approach, as in Table 1 the average age of the primary structures is equal to 50.5 years; thus, meeting the requirements of the statutes.

The age of the structures would be a direct contributing factor.

**Figure 8: Age of Structures**



Source: Grand Island GIS, Hall County Assessor's Office, MPC 2021

### **Substandard Summary**

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

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

### **FINDINGS FOR BLIGHT AND SUBSTANDARD STUDY AREA #34**

Blight Study Area #34 has several items contributing to the Blight and Substandard Conditions. These conditions include:

#### **Blighted Conditions**

- **Condition of Structures**
- **Deterioration of Site and Other Improvements**
- **Insanitary and Unsafe Conditions**
- **Diversity of Ownership**
- **Factors Which Are Impairing and/or Arresting Sound Growth**
- **Dangerous Conditions to Life or Property Due to Fire or Other Causes**
- **Improper Subdivision or Obsolete Platting**
- **Average age of the residential or commercial units in the area is at least 40 years.**

#### **Substandard Conditions**

- **Average age of the structures in the area is at least forty years.**



HALL COUNTY REGIONAL PLANNING COMMISSION

**A RESOLUTION RECOMMENDING APPROVAL OF A BLIGHT AND SUBSTANDARD STUDY BY THE CITY OF GRAND ISLAND, NEBRASKA; AND APPROVAL OF RELATED ACTIONS**

WHEREAS, the Grand Island City Council at its August 10, 2021 meeting, referred the **Blight and Substandard Study for CRA Area 34, commissioned by Starostka Group Unlimited** to the Hall County Regional Planning Commission, (the "Commission") for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to the Nebraska Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "Act"); and

WHEREAS, the Commission held a public hearing regarding said Blight and Substandard Study at their meeting on September, 2021, and:

WHEREAS, the Commission has reviewed said Blight and Substandard Study and confirmed the following findings:

- This property as presented in the study meets the requirements to be declared substandard,
- This property as presented in the study meets the requirements to be declared blighted,
- The factors are necessary to declare the property blighted and substandard are sufficiently distributed to impact development across the entire site,
- That development of this property to its full potential is in the best interest of the City of Grand Island and the entire region,
- That there are projects ready to develop at this site if they can meet the financial goals of the developers,

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

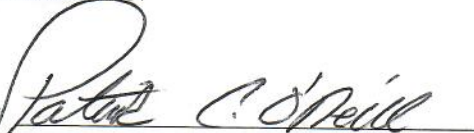
**Section 1.** The Commission hereby recommends approval of the Blight and Substandard Study.

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

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

**DATED:** September 1, 2021

HALL COUNTY REGIONAL PLANNING  
COMMISSION

By:   
Chair

ATTEST:

By:   
Secretary



# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item E-3

**Public Hearing on Amendment to the Redevelopment Plan for  
CRA No. 5 located at the corner of Capital Avenue and Skypark  
Road (Procon Land Development LLC)**

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

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Chad Nabity, AICP CRA Director

**Meeting:** September 28, 2021

**Subject:** Site Specific Redevelopment Plan for CRA Area #5

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

## **Background**

In 2004, the Grand Island City Council declared property referred to as CRA Area 5 as blighted and substandard. This redevelopment plan authorized the use of Tax Increment Financing (TIF) for the acquisition of property, redevelopment of property, site preparation and demolition. TIF can also be used for improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage.

Procon Properties LLC, the owner of the Lots 1-6 of Sunny Side Third Subdivision has submitted an application for tax increment financing to aid in the redevelopment and renovation of this commercial/industrial property south of Capital Avenue and west of Skypark Road. The intended use of the property is four flex industrial building suitable for warehousing or small trade related offices. Staff has prepared a redevelopment plan for this property consistent with the TIF application.

The CRA reviewed the proposed development plan on August 11, 2021 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on September 1, 2021. The CRA also sent notification to the City Clerk of their intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on September 1, 2021. The Planning Commission approved Resolution 2021-07 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island. The CRA approved Resolution 361 forwarding the redevelopment plan along with the recommendation of the planning commission to the City Council for consideration.

## **Discussion**

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

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #5 and authorizes the CRA to execute a contract for TIF based on the plan amendment and to find that this project would not be financially feasible at this location without the use of TIF. The redevelopment plan amendment specifies that the TIF will be used to offset allowed costs for acquisition and redevelopment of commercial/industrial property at this location. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for as eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. The bond for this project will be issued for a period of 15 years. The proposed bond for this project will be issued for the amount of \$1,476,259.

## **Alternatives**

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

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

## **Recommendation**

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

## **Sample Motion**

Move to approve the resolution as submitted.

## **Redevelopment Plan Amendment Grand Island CRA Area 5 July 2021**

**The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area 5 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific infrastructure related project in Area 5.**

### **Executive Summary:**

#### **Project Description**

THE REDEVELOPMENT PROPERTY LOCATED SOUTH OF CAPITAL AVENUE AND WEST OF SKYPARK ROAD FOR COMMERCIAL/INDUSTRIAL, INCLUDING ACQUISITION OF PROPERTY, SITE WORK, SANITARY SEWER, STORM SEWER AND STREETS AND DEMOLITION OF AN EXISTING STRUCTURE AND CONSTRUCTION 4 NEW MULTIUSE INDUSTRIAL STORAGE BUILDINGS (54,000 SQ FT) SUITABLE FOR SMALL COMMERCIAL OPERATIONS/WATERHOUSING AND COMMERCIAL/PERSONAL STORAGE.

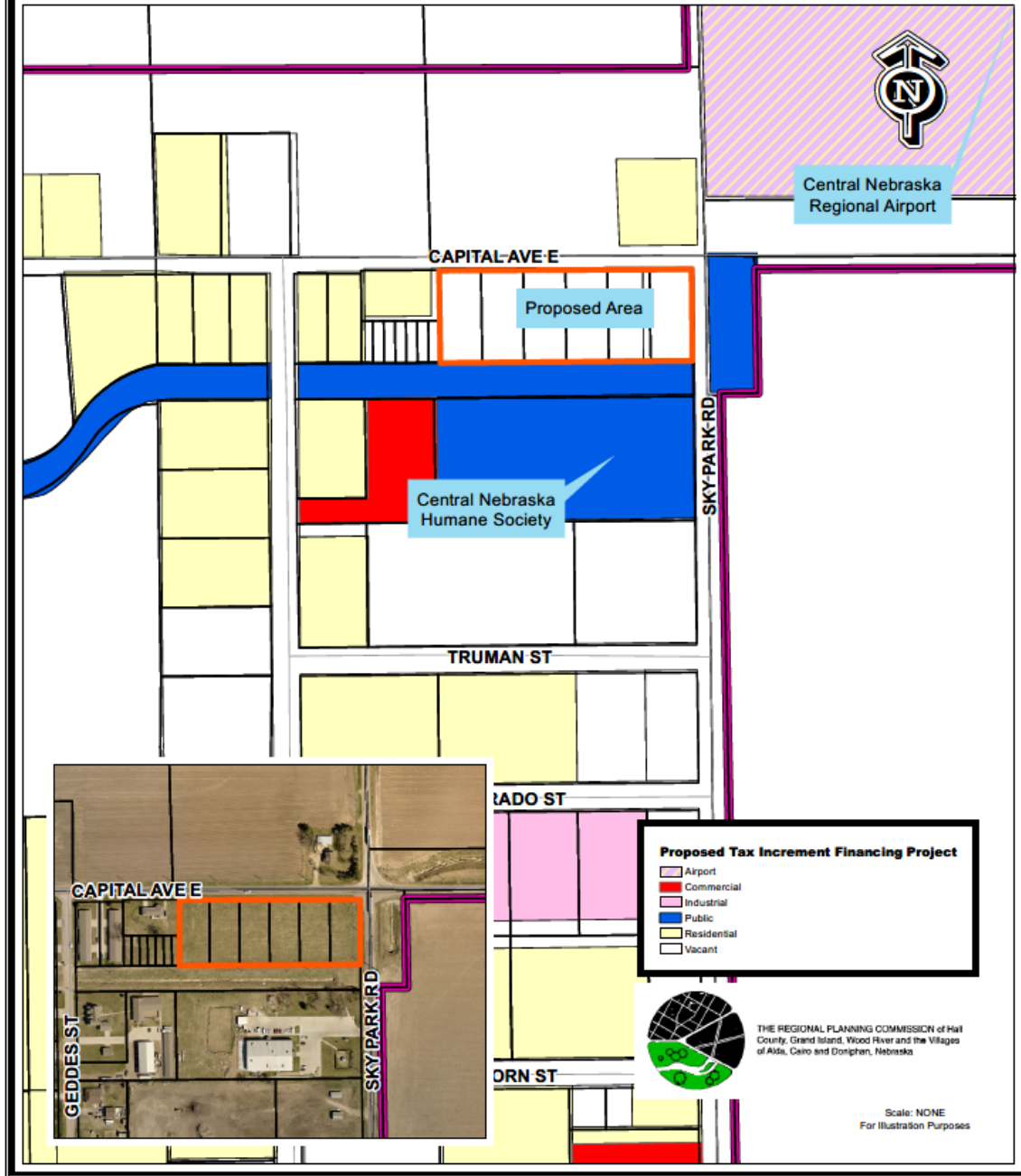
**The use of Tax Increment Financing to aid in expenses associated with redevelopment of the property located at south of Capital Avenue and west of Skypark Road from its current state as vacant undeveloped underserved property to commercial/industrial property with multiple flex buildings capable of supporting commercial and industrial uses ranging from small commercial trade offices and workspace to commercial warehousing. The use of Tax Increment Financing is an integral part of the development plan and necessary to make this project affordable. The project will result in developing a vacant piece of property that has been subdivided and within the Grand Island city limits for more than 100 years. This property is not currently served by sanitary sewer. Sanitary sewer will be extended to serve the property. The property is zoned for heavy manufacturing. The proposed uses are consistent with the zoning, comprehensive plan and proximity to the airport. This project as proposed would not be possible without the use of TIF.**

Procon Properties LLC has acquired the property and adjusted the property lines to accommodate the proposed development. The property has remained vacant and undeveloped since it was platted as Sunny Side Subdivision 1887. The developer is responsible for and has provided evidence that they can secure adequate debt-financing to cover the costs associated with this project. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated for up to 15 years for a period beginning January 1, 2023 towards the allowable costs and associated financing project.

# Existing Landuse Map

## Proposed Tax Increment Financing Project

Sunny Side Third Subdivision, Grand Island, NE



Existing Land Use and Subject Property

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

Property Description (the “Redevelopment Project Area”)  
Hall County Assessor Parcels 4000095793, 400095769, 400095726, 40095661, 40095645 and 400095145.

**Legal Descriptions:** All of Lots 1-6 of Sunny Side Third Subdivision in the City of Grand Island, Hall County, Nebraska.

**The tax increment will be captured for the tax years for which the payments become delinquent in years 2023 through 2043 inclusive with no property extending beyond the 15 maximum.**

**The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from the development and construction of the industrial flex buildings over an anticipated period of five years.**

**Statutory Pledge of Taxes.**

In accordance with Section 18-2147 of the Act and the terms of the Resolution providing for the issuance of the TIF Note, the Authority hereby provides that any ad valorem tax on the Redevelopment Project Area for the benefit of any public body be divided for a period of up to 15 years after the effective date of this provision as set forth in the Redevelopment Contract, consistent with this Redevelopment Plan. Said taxes shall be divided as follows:

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

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

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

premium, if any, and interest on such bonds, loans, notes, advances, or indebtedness.

Redevelopment Plan Amendment Complies with the Act:

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

**1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on January 11, 2005.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.**

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

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are substantially consistent with the Comprehensive Plan. Sunny Side Third Subdivision is zoned for Heavy Manufacturing and the Grand Island City Council has on a previous occasion denied a request to rezone this property for residential use due to its proximity to the Central Nebraska Regional Airport. The Hall County Regional Planning Commission held a public hearing at their meeting on September 1, 2021 and passed Resolution 2021-07 confirming that this project will be consistent with the Comprehensive Plan for the City of Grand Island as amended.

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

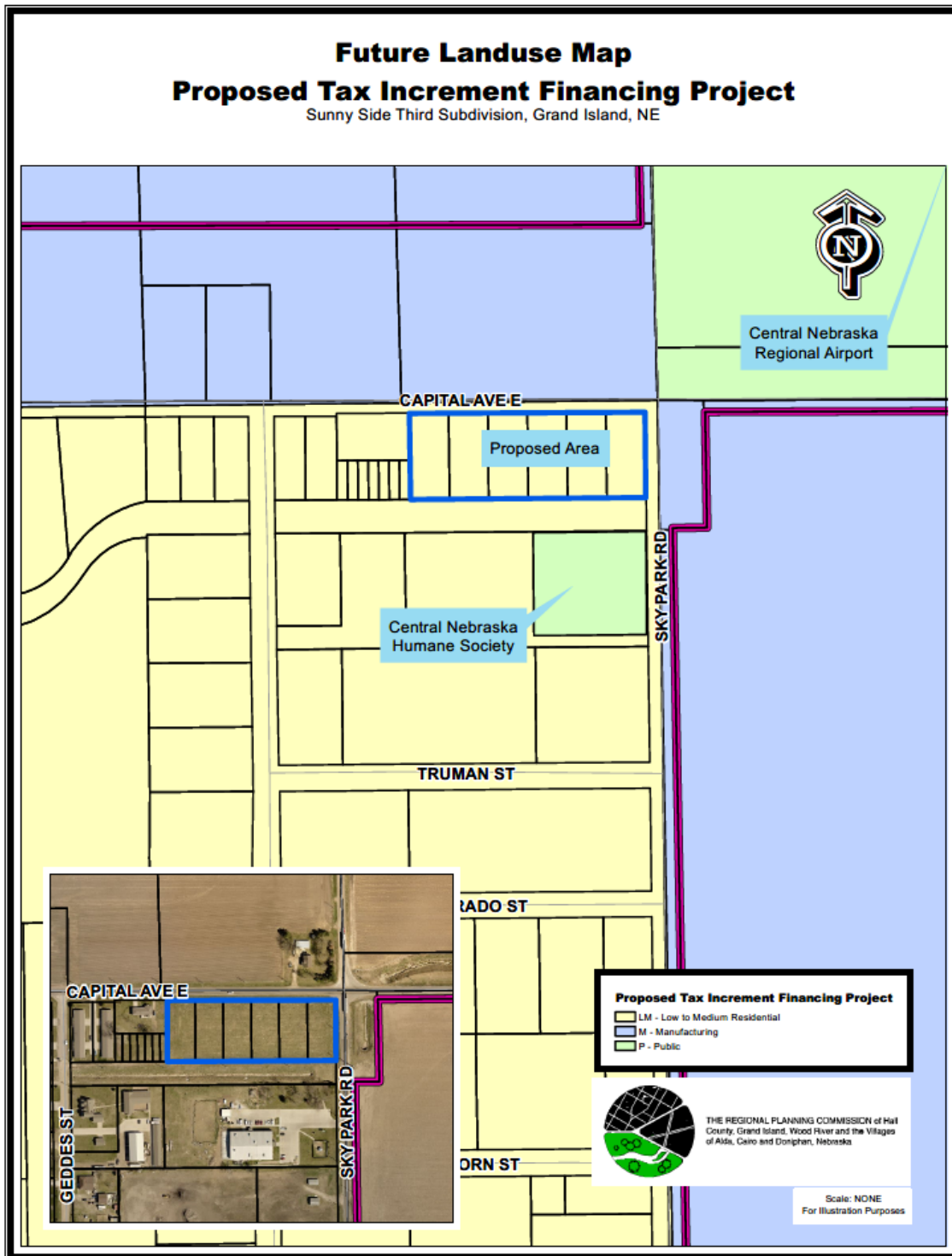
***a. Land Acquisition:***

The Redevelopment Plan for Area 1 provides for real property acquisition and this plan amendment does not prohibit such acquisition. The developer has acquired the property. There is no proposed acquisition by the authority.

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

This property is vacant and no structures will be demolished or removed.





**City of Grand Island Future Land Use Map**

*c. Future Land Use Plan*

See the attached map from the 2004 Grand Island Comprehensive Plan. The Central Nebraska Regional Airport is located to the north and east of this property. All of the properties to the north, east and south are planned for manufacturing development and Council has previously denied a request to change this property to a residential zoning district at the request of Airport management. This property is in private ownership. [§18-2103(b) and §18-2111]

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

The area is zoned M-2 Heavy Manufacturing zone. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. [§18-2103(b) and §18-2111]

*e. Site Coverage and Intensity of Use*

The property is zoned M2 Heavy Manufacturing. Up to 65% of the property can be covered with structures. The proposed plans are consistent with the expected site coverage and intensity of use. [§18-2103(b) and §18-2111]

*f. Additional Public Facilities or Utilities*

Sewer and water are available to support this development. Sewer will be extended through this property with this development. Water is available to the subdivision, and will be extended to all of the lots.

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

No other utilities would be impacted by the development.

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

**4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. The existing house on this property was vacant prior to consideration of this paln. No relocation is contemplated or necessary. [§18-2103.02]**

**5. No member of the Authority, nor any employee thereof holds any interest in any property in this Redevelopment Project Area. [§18-2106]** No members of the authority or staff of the CRA have any interest in this property. Pinnacle Bank is considering financing of this project if it is approved and CRA Member Bart Qualsett, is President of the local branch of Pinnacle Bank.

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

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

The estimated costs for this project including acquisition are \$4,555,456. Site acquisition was \$135,000. Site improvements including: site work and grading, utility improvements, sidewalks and other flat concrete of \$1,144,984 Architectural and Engineering planning services of \$188,125 and are included as a TIF eligible expense. Legal, Developer and Audit Fees including a reimbursement to the City and the CRA of \$8,150 are included as TIF eligible expense. The total of eligible expenses for this project is \$1,476,259.

**The developer will provide and secure all necessary financing.**

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

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$1,307,858 from the proceeds of the TIF. Actual benefit of the TIF after applying an interest rate of 4.5% to the project will be \$949,796. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2023 through December 2043.

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

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

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

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

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

#### **8. Time Frame for Development**

Development of this project is anticipated to be completed between September 2021 and December of 2023. Excess valuation should be available for this project for up to 15 years on each phase of the development beginning with the 2023 tax year.

#### **9. Justification of Project**

This property has been in the Grand Island municipal limits and largely undeveloped for more than 100 years. The proximity to the airport further restricts the development potential of this property. The proposed use for flex industrial buildings is consistent with the current zoning and provides a buffer between the airport and surrounding residential development.

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

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

**Project Sources and Uses.** Public funds from tax increment financing in the amount of \$1,307,858 provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This investment by the Authority will leverage \$3,247,598 in private sector financing and equity investment; a private investment of \$2.48 for every TIF dollar invested.

<b>Use of Funds.</b>	<b>Source of Funds</b>		
<b>Description</b>	<b>TIF Funds</b>	<b>Private Funds</b>	<b>Total</b>
Site Acquisition	\$135,000		\$135,000
Building Costs		\$2,274,367	\$2,274,367
Sewer	\$238,027	\$74,734	\$312,761
Water	\$32,551		\$32,551
Electric	\$225,535	\$246,906	\$472,441
Public Streets/Sidewalks	\$282,347	\$490,847	\$773,194
Site preparation/Dirt Work	\$198,123	\$16,921	\$215,044
Architecture/Engineering	\$188,125		\$188,125
Financing Fees		\$ 80,000	\$ 80,000
Legal/TIF Contract	\$ 6,000		\$ 6,000
other (Landscaping)		\$63,823	\$63,823
Govt. Fees and Expenses	\$2,150		\$2,150
<b>TOTALS</b>	<b>\$1,307,858</b>	<b>\$3,247,598</b>	<b>\$4,555,456</b>

**Tax Revenue.** The property to be redeveloped has January 1, 2020, valuation of approximately \$86,893. Based on the 2020 levy this would result in a real property tax of approximately \$1,803. It is anticipated that the assessed value will increase by \$4,202,957 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$87,191 annually. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2021 assessed value:	\$ 1,803
Estimated taxable value after completion	\$ 4,289,940
Increment value	\$ 4,202,957
Annual TIF generated (estimated)	\$ 87,191
TIF bond issue	\$ 1,307,858

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

The redevelopment project area currently has an estimated valuation of \$87,191. The proposed redevelopment will create additional valuation of \$4,202,957. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off.

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

No additional public service needs have been identified. Existing water and waste water facilities will not be impacted by this development. The electric utility has sufficient capacity to support the development. It is not anticipated that this will impact schools. The Grand Island Public School system was notified of this application prior to consideration of this plan by the Grand Island CRA, Regional Planning Commission or City Council. Fire and police protection are available and should not be negatively impacted by this development though any additional development and population may impact time of service.

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

The initial construction of these units will provide jobs. It is possible that some smaller trade related firms would locate in one of these units.

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

This project will not have a negative impact on other employers.

***(e) Impacts on student populations of school districts within the City or Village:***

This development will not have an impact on the Grand Island School system as there is no residential development intended with this proposal.

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

This property was first subdivided in 1887 and there has been no development on it since that time. A review of the aerial photography of the City of Grand Island shows no development in 1937 the earliest photos and none on any photos since that time.

**Time Frame for Development**

Development of this project is anticipated to be completed during between October of 2021 and December of 2024. The base tax year should be calculated on the value of the property as of January 1, 2021. Excess valuation should be available for this project for



15 years beginning in 2023 with taxes due in 2024. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years on each phase or an amount not to exceed \$1,307,858. The developer will spend \$1,476,259 on eligible activities based on the estimates presented.



## BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

### Project Redeveloper Information

Business Name:

Procon Properties, LLC

Address:

1522 Stagecoach Road, Grand Island, NE 68801

Telephone No.: (308) 380-6559

Fax No.: (308) 381-6557

Email: kchehnke@gmail.com

Contact:

K.C. Hehnke

Application Submission Date: 06/30/2021

Brief Description of Applicant's Business:

Procon Properties, LLC (the company) is organized as a Nebraska limited liability company. Subsequent to project completion (pending TIF approval), the company will operate and lease storage bays located at the project site (Sunny Side Third Subdivision). Upon completion of both phases of the proposed project, a total of 4 buildings housing 50 total bays will be available.

Legal Description/Address of Proposed Project

Sunny Side Third Subdivision, lots 1-6, Hall County Nebraska (parcels 0400015145, 0400095645, 0400095661, 0400095726, 0400095769, & 0400095793)

Community Redevelopment Area Number

5

Present Ownership Proposed Project Site:  
Procon Properties, LLC

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

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

Site preparation at Sunny Side Third Subdivision, including concrete work, infrastructure (sewer & electric), landscaping, fencing, etc. and the construction of 4 pre-engineered steel buildings intended to contain bays for storage. Phase 1 (located on lots 4 - 6) will consist of one 280' x 54' building housing 14 bays and one 240' x 54' building housing 12 bays and Phase 2 (located on lots 1 - 3) will consist of two 240' x 54' buildings housing 12 bays each for a total of 50 available bays (see site plan Exhibit A).

If Property is to be Subdivided, Show Division Planned: N/A

VI. Estimated Project Costs:

Acquisition Costs:

A. Land	\$ 135,000
B. Building	\$

Construction Costs:

A. Renovation or Building Costs:	\$ 2,349,101
B. On-Site Improvements:	
Sewer	\$ 238,027
Water	\$ 32,551
Electric	\$ 472,441
Gas	\$
Public Streets/Sidewalks	\$ 450,748

Private Streets	\$ 322,446
Trails	\$ _____
Grading/Dirtwork/Fill	\$ 215,044
Demolition	\$ _____
Other (Landscaping & Fencing)	\$ 63,823
<b>Total</b>	<b>\$ 4,144,181</b>

Soft Costs:

A. Architectural & Engineering Fees:	\$ 188,125	
B. Financing Fees:	\$ 80,000	
C. Legal	\$ 8,150	
D. Developer Fees:	\$ _____	
E. Audit Fees	\$ _____	Total Costs
F. Contingency Reserves:	\$ _____	4,555,456
G. Other (Please Specify)	\$ _____	( 141,000)
<b>TOTAL</b>	<b>\$ 276,275</b>	<b>4,414,456</b>

Total Estimated Market Value at Completion: \$ 4,555,456

Source for Estimated Market Value Market value arrived at using the lesser of cost or estimated assessed value provided by Hall County Assessor divided by 92%

Source of Financing:

A. Developer Equity:	\$ 141,000
B. Commercial Bank Loan:	\$ 3,464,660
C. Tax Credits:	
1. N.I.F.A.	\$ _____
2. Historic Tax Credits	\$ _____
3. New Market Tax Credits	\$ _____
4. Opportunity Zone	\$ _____
D. Industrial Revenue Bonds:	\$ _____
E. Tax Increment Assistance: (See Note 1)	\$ 949,796
F. Enhanced Employment Area	\$ _____

G. Nebraska Housing Trust Fund \$ \_\_\_\_\_

H. Other \$ \_\_\_\_\_

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

Architect: AGI Sentinel  
237 South 4th Street, P.O. Box 348  
Albion NE 68620  
(402) 395-5076

Engineer: Olsson Associates  
201 East 2nd Street  
Grand Island, NE 68801  
(308) 384-8750

General Contractor: Mid Plains Construction Co  
1319 West North Front Street  
Grand Island, NE 68801  
(308) 382-2760

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

\$88,993 (see Exhibit B for detailed calculation)

**Project Construction Schedule:**

Construction Start Date:  
September 1, 2021

Construction Completion Date:  
August 31, 2023

**If Phased Project:**

Phase #1 -- 9/1/2021 to 8/31/2022	Year	<u>50.0%</u>	% Complete
Phase #2 -- 9/1/20200 to 8/31/2023	Year	<u>50.0%</u>	% Complete
_____	Year	_____	% Complete
_____	Year	_____	% Complete
_____	Year	_____	% Complete
_____	Year	_____	% Complete

XII. Please Attach Construction Pro Forma (See Exhibit C)

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

### **TAX INCREMENT FINANCING REQUEST INFORMATION**

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

\$1,307,858 of tax increment financing (based on a 0% lending rate) is being requested to assist in the construction of four pre-engineered steel buildings to be located in the Sunny Side Third Subdivision of Hall County which are intended to create a total of 50 storage bays upon completion. The two-phase project involves the construction of the buildings, as well as concrete work for the foundation and all necessary access roads, as well as appropriate sewer and electrical hookups to the city water and electrical facilities.

The TIF funds will enable the project to be undertaken, resulting in vast improvements to the current location in the airport "corridor" and the creation of a facility that will help to satisfy an underutilized occupancy demand in Grand Island.

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

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



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

CMBA Architects  
Brad Kissler  
Phone: 308-384-4444

Olsson & Associates  
Jeff Palic  
Phone: 308-398-2953  
Fax: 308-384-8752

Home Federal Bank  
Steve Kunzman  
Phone: 308-382-4000

Engineering & Technologies, Inc.  
Phone: 402-476-1273

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

**PROPERTY EXHIBIT  
-SUNNY SIDE THIRD SUBDIVISION-  
A REPLAT OF LOTS 1-17, 44-60, SUNNY SIDE SUBDIVISION AND LOT 55, FRANK P. BARK'S  
SUBDIVISION No. 3, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA**

**LEGAL DESCRIPTION AS RECORDED ON INSTRUMENT NO. 202003333**

Lot Fifty-Five (55), in Frank P. Bark's Subdivision No. 3, in the City of Grand Island, Hall County, Nebraska and that part of vacated Edward Street as shown in Ordinance No. 4804, filed December 19, 1969, in Book 19, Page 362 and that part of vacated alley as shown in Ordinance No. 4824, filed February 16, 1970, in Book 20, Page 204; excepting a certain tract more particularly described in Quitclaim Deed recorded in Book 161, Page 30.

and

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Forty-Four (44), Forty-Five (45), Forty-Six (46), Forty-Seven (47), Forty-Eight (48), Forty-Nine (49), Fifty (50), Fifty-one (51), Fifty-Two (52), Fifty-Three (53), Fifty-Four (54), Fifty-Five (55), Fifty-Six (56), Fifty-Seven (57), Fifty-Eight (58), Fifty-Nine (59), and Sixty (60), in Sunny Side Subdivision in the City of Grand Island, Hall County, Nebraska; and that part of vacated Edward Street as shown in Ordinance No. 4804, filed December 19, 1969, in Book 19, Page 362, and that part of vacated alley as shown in Ordinance No. 4824, filed February 16, 1970, in Book 20, Page 204; excepting a certain tract more particularly described in Quitclaim Deed recorded in Book 161, Page 30.

**SURVEYOR'S CERTIFICATE**

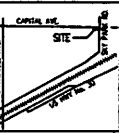
I, Dylan J. Campbell, Nebraska Professional Registered Land Surveyor No. 818, do hereby certify that on May 20, 2020, I completed an accurate survey of "SUNNY SIDE THIRD SUBDIVISION", a replat of Lots 1-17, 44-60, Sunny Side Subdivision and Lot 55, Frank P. Bark's Subdivision No. 3, in the City of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof; that the lots, blocks, streets, avenues, alleys, parks, commons and other grounds as contained in said subdivision as shown on the accompanying plat thereof are well and accurately staked off and marked; that iron markers were placed at all lot corners; that the dimensions of each lot are as shown on the plat; that each lot bears its own number; and that said survey was made with reference to known and recorded monuments.

(SEAL)

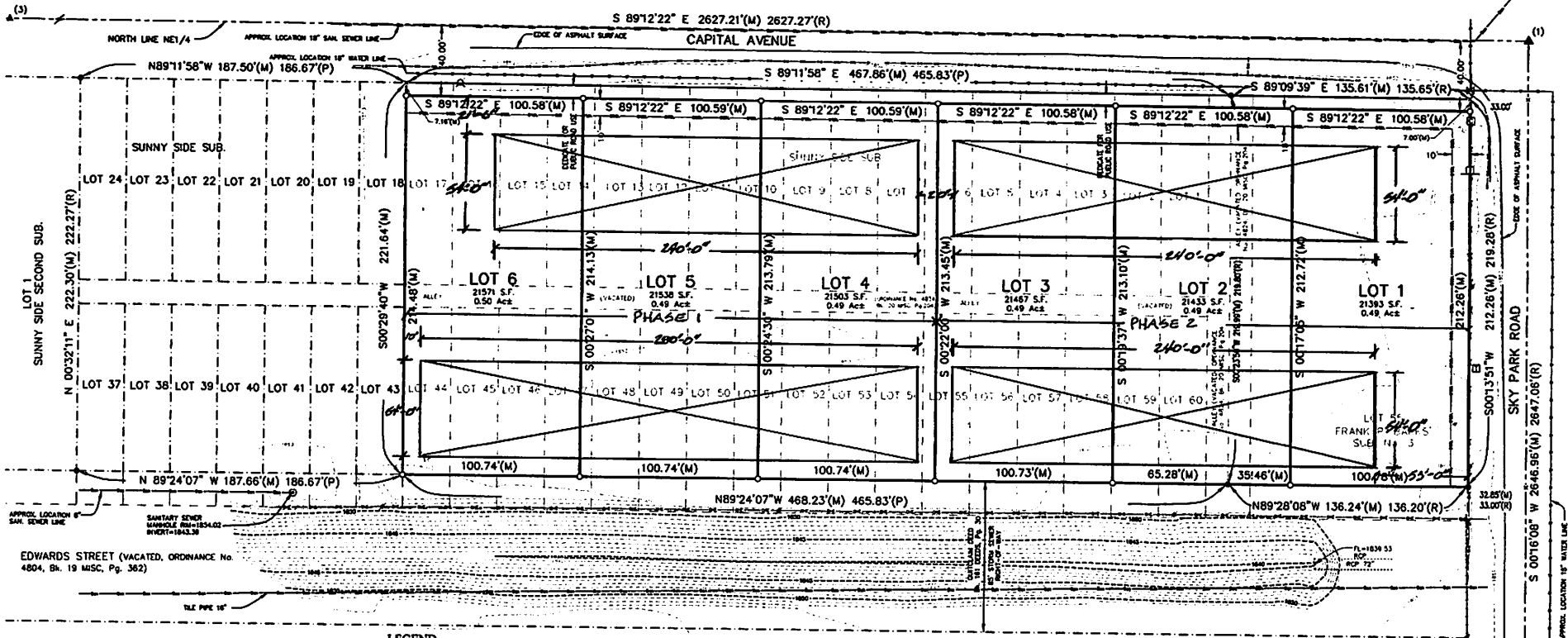
Dylan J. Campbell  
Nebraska Professional Registered Land Surveyor No. 818

**LOCATION MAP**

SEC. 10-T10N-R3W



NOT TO SCALE



**LEGEND**

- |  |                          |
|--|--------------------------|
| ▲ SECTION CORNERS FOUND                                  | — GAS LINE               |
| ● CORNERS FOUND (1/2" IRON PIPE, UNLESS OTHERWISE NOTED) | — FIRE HYDRANT           |
| ○ CORNERS ESTABLISHED (CAPPED 5/8" x 24" REBAR)          | — WATER VALVE            |
| × TEMPORARY POINT  | — WATER LINE             |
| (M) MEASURED DISTANCES                                   | — POWER POLE             |
| (R) RECORDED DISTANCE                                    | — OVERHEAD ELECTRIC LINE |
| (P) PLATTED DISTANCES                                    | — TELEPHONE PEDESTAL     |
| — SECTION LINE   | — COMMUNICATION PEDESTAL |
| — BOUNDARY LINE  | — SANITARY SENDER LINE   |
| — NEW EASEMENT LINE                                      | — SENDER MANHOLE         |
| — EXISTING EASEMENT LINE                                 | — FENCE LINE             |
| — EXISTING LOT LINES                                     | — SON                    |
| — 10' BUILDING SETBACK LINE                              | — STORM SENDER LINE      |
| — FENCE LINE   |                          |

**NOTES**

This plat prepared May, 2020 for:

K.C. Hehnke  
Procon Properties, L.L.C.  
1522 Stagecoach Road  
Grand Island, NE 68801

BY: Miller & Associates  
2510 N. Webb Rd.  
Grand Island, NE 68803

Current Zoning:  
M2-Heavy Manufacturing Zone

**SECTION CORNER TIES**

(1) NORTHEAST CORNER SECTION 10, T10N, R3W FOUND SURVEY MARKER SPOKE W/LS WASHER NW 44.51" NAIL IN POWER POLE NE 66.62" NEAR FACE SOUTHWEST STEEL POST SE 66.62" NAIL IN POWER POLE

(2) SOUTHEAST CORNER OF THE NORTHEAST QUARTER SECTION 10, T10N, R3W FOUND GEAR ON TOP OF SHAFT NW 39.97" NAIL IN CUT OFF POWER POLE NE 38.31" NAIL IN LIGHT POLE SE 65.89" NAIL IN POWER POLE IN LINE WITH CENTERLINE NORTH & EAST ROADS

(3) NORTHWEST CORNER OF THE NORTHEAST QUARTER SECTION 10, T10N, R3W FOUND SURVEY MARKER SPOKE W/LS WASHER W/WS 38.87" \* IN CONC. PATCH FOR MANHOLE N 35.32" NAIL IN POWER POLE SE 51.17" NAIL IN LIGHT POST 6.7" NORTH TO CENTERLINE OF EAST-WEST ROAD

**BASIS OF BEARINGS:**

All bearings are based on Hall County Low Distortion Projection from Nebraska State Surveyor's Office.  
Projection = Transverse Mercator  
Scale Factor = 1.0000868  
Central Meridian = 98°26'00" West  
Standard Parallel = 40°52'00" North  
False N/E = 25000/30000 (meters)  
Spheroid = NAD83



Miller & Associates  
Consulting Engineers, P.C.  
2510 N. Webb Rd.  
Grand Island, NE 68803  
Tel. 530-323-2228  
Fax 530-334-1181  
www.miller-engineers.com

HALL CO-GRAND ISLAND-SUNNY SIDE THIRD SUB.

**Exhibit A**

**BUILDING ORDER / QUOTE**

<b>QUOTE DATE:</b> 01/21/21		<b>BUILDING CONSULTANT:</b> TRAVIS	
<b>EXPIRATION DATE:</b> 01/31/21		<b>REQUESTED DELIVERY DATE:</b>	
<b>QUOTE#</b> 29210003AR		<b>JOB #:</b>	
<b>COMPANY:</b> MID PLAINS CONSTR.		<b>CUSTOMER:</b> STORAGE UNITS	
<b>CONTACT:</b> JOHN GIESENHAGEN		<b>SHIP TO ADDRESS:</b> GRAND ISLAND, NE 68803	
<b>ADDR1:</b>		<b>UPS ADDRESS:</b>	
<b>ADDR2:</b>			
<b>CITY,ST,ZIP</b> GRAND ISLAND, NE 68803		<b>JOBSITE ZIP:</b> 68803	
<b>PHONE#:</b> 308-382-2760		<b>JOBSITE PHONE:</b>	
<b>FAX #:</b>		<b>LOCATION:</b> CITY RURAL	
<b>2nd PHONE#:</b>		<b>BLDG USE:</b> OCCUPANCY:	
<b>CELL/PAGE#:</b>		<b>INSP. NAME:</b> PH.#:	
<b>E-MAIL:</b>			
<b>BUILDING SPECIFICATIONS</b>			
<b>BUILDING MODEL:</b> PLAINSMAN			
<b>WIDTH :</b> 54 ft.			
<b>LENGTH :</b> 240 ft. x 3			
<b>LT / RT EAVE HEIGHT:</b> 16.5 / 19			
<b>LT/RT ROOF SLOPE:</b> 0.5556:12 /			
<b>DESIGN LOADS &amp; CODES</b>			
<b>DEAD LOAD (psf):</b> 2.5			
<b>WIND LOAD:</b> 113 mph			
<b>BUILDING CODE:</b> IBC 18			
<b>EXPOSURE:</b> C			
<b>COLLATERAL:</b> 1			
<b>LIVE LOAD:</b> 30			
<b>LIVE LOAD REDUCTION:</b> Yes			
<b>ROOF SNOW LOAD:</b> 30 (Min Local)			
<b>GROUND SNOW:</b> 25			
<b>CLOSURE:</b> Closed			
<b>OCCUPANCY CATEGORY</b> II - Normal			
<b>SEISMIC ZONE/DESIGN CATEGORY:</b> A			
<b>SEISMIC COEF.:</b> 0.138			
<b>IMPORTANCE-SEIS.:</b> 1			
<b>INSULATION</b>			
<b>ROOF:</b> inches <b>TYPE:</b>			
<b>WALLS:</b> inches <b>TYPE:</b>			
<b>FACING:</b>			
<b>BASE CONDITION</b>			
standard base			
<b>FACTORY LOCATED FRAMED OPENINGS</b>			
<b>LEFT ENDWALL:</b> none			
<b>RIGHT ENDWALL:</b> none			
<b>FRONT SIDEWALL:</b> (12) 10 W x 14 H			
<b>BACK SIDEWALL:</b> none			
<b>NOTES:</b>			
(1) 20' LONG SPRING PAD PER FRAMED OPENING SUPPLIED			
<b>WALL BRACING TYPE</b>			
<b>FRONT SIDEWALL:</b> Portal Frames		<b>LEFT ENDWALL:</b> Cable Diagonal Bracing	
<b>BACK SIDEWALL:</b> Portal Frames		<b>RIGHT ENDWALL:</b> Cable Diagonal Bracing	
<b>ROOF:</b> Cable Diagonal Bracing			
<b>PANEL TYPES, GAUGES AND COLORS</b>			
<b>ROOF PANEL TYPE:</b> R-Panel		<b>GAUGE:</b> 26	<b>COLOR:</b> Galvalume (CSS)
<b>SIDEWALL PANEL TYPE:</b> R-Panel		<b>GAUGE:</b> 26	<b>COLOR:</b> To Be Determined
<b>ENDWALL PANEL TYPE:</b> R-Panel		<b>GAUGE:</b> 26	<b>COLOR:</b> To Be Determined
<b>U.L. RATING</b> STYLE=--			
<b>TRIM COLORS</b>			
<b>WALL:</b> To Be Determined			
<b>GABLE:</b> To Be Determined			
<b>JAMB:</b> To Be Determined			
<b>CORNER:</b> To Be Determined			
<b>BASE:</b> To Be Determined			
<b>INTERIOR LINER PANELS = NONE UNLESS NOTED</b>			
<b>LEFT ENDWALL:</b>			
<b>RIGHT ENDWALL:</b>			
<b>FRONT SIDEWALL:</b>			
<b>BACK SIDEWALL:</b>			
<b>COLOR:</b>		<b>GAUGE:</b>	

29210003AR

FRAMING TYPE & BAY SPACING		PARTIAL WALLS = NONE UNLESS NOTED	
MAIN FRAMING:	11 single slope rigid frames, clear span	LEFT ENDWALL:	
LEFT ENDWALL:	Bearing	RIGHT ENDWALL:	
SPACING:(FT)	17.0000 20.0000 17.0000	FRONT SIDEWALL:	
RIGHT ENDWALL:	Bearing	BACK SIDEWALL:	
SPACING:(FT)	17.0000 20.0000 17.0000	<b>PURLIN TYPE, SPACING &amp; DEPTH</b>	
SIDEWALL SPACING:(FT)	12 at 20		
GIRT TYPE			
LEFT ENDWALL:	Bypass		
RIGHT ENDWALL:	Bypass		
FRONT SIDEWALL:	Bypass		
BACK SIDEWALL:	Bypass		
GABLE AND EAVE EXTENSIONS ( NONE, UNLESS NOTED)			
LEFT ENDWALL:		FRONT SIDEWALL:	
RIGHT ENDWALL:		BACK SIDEWALL:	
SOFFIT COLOR:			
ADDITIONAL SERVICES			
NUMBER OF PLANS:	4		
CERTIFICATION (NE)	YES	INCLUDES ENGINEER CERTIFIED STRUCTURAL DRAWINGS	
DESIGN CALCS:	NO	QUANTITY:	
FOUNDATION DESIGN:	NO		
ACCESSORIES INCLUDED WITH THIS BUILDING:			Erect Hours
	Width	Height	

The following accessory items(s) will be shipped with the building from Sentinel

13	FIELD LOCATED WALK DOOR FRAMED OPENING #1	3	7	\$		103.0
	WALK DOORS BY OTHERS					
Y	3'-8" HIGH GIRT SYSTEM				Included	5.1
Y	GUTTERS (incl. Mounting brackets and downspouts)	SN	240 LIN, FT.	\$		47.5
Y	STANDARD BASE FLASHING	SN		\$		2.6
Y	ADD FOR GRAY PRIMER ON RIGID FRAMES AND FLANGE BRACES				Included	

The following accessory items(s) will be shipped separate from the building

Y	ANCHOR BOLT OPTION (Shipping included)			\$		
Y	CERTIFIED BUILDING DRAWINGS	State	NE	\$		
Y	WALL INSULATION (VRR+ w/ Adhesive Tabs)	WMPVR-4.0	R13	\$		84.0
Y	ROOF SIMPLE SAVER SYSTEM (w/OSHA Fall Protection)		R38	\$		293.5

NOTES: SENTINEL'S STANDARD WALL PANEL IS 26 GA SIL-POLY WITH PURLIN-BEARING LEG

GRAY FRAMES

WALK DOORS BY OTHER / SENTINEL TO PROVIDED THE FRAMED OPENINGS

While we strive to provide the best value in all-steel buildings, steel price increases may raise our costs and we may adjust our prices at any time.

WE HEREBY PROPOSE TO FURNISH THE ABOVE MATERIALS COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS.

*Quote Does Not Include Foundation or Erection Costs.	BUILDING LIST PRICE:	\$	1065.3
	TOTAL LIST W/ACCESSORIES:	\$	
	LESS DEALER DISCOUNT	10.00%	\$
FREIGHT TAXABLE: Y	FREIGHT:	\$	
	NEBRASKA STATE SALES TAX:	7.50%	\$
EXPIRATION DATE	01/31/21	*TOTAL PRICE:	\$

NOTE: SALES TAX MAY NOT BE INCLUDED ON QUOTES. ANY APPLICABLE SALES TAX WILL BE ADDED PRIOR TO DELIVERY FOR AR, IA, IL, KS, MN, NE, ND, SD.

FOR REMAINING STATES, IT IS THE CUSTOMER'S RESPONSIBILITY TO REPORT SALES/USE TAX TO STATE WHERE DELIVERED.

PLEASE CHECK YOUR ORDER FOR COMPLETENESS AND ACCURACY.

VERIFY THE LOADS & CODES WITH YOUR LOCAL OFFICIALS.

EST ERECTION HRS - ZONE QUALIFIER 1

EST ERECTION HRS BLDG & ACCESSORIES: 1601.1

EST ERECTION COST: \$

DOWN PAYMENT WITH ORDER:

CASHIER'S CHECK ON BUILDING DELIVERY:

NOTE: SITE PREP, FOUNDATION & UNLOADING BUILDING ARE BY CUSTOMER

\$  
\$  
\$  
\$

All erection charges are negotiated with and paid directly to contractor according to his terms.

SEE ATTACHED TERMS AND CONDITIONS

29210003AR

# ACCEPTANCE OF PURCHASE ORDER

TRAVIS

Buyer acknowledges receipt of completed copy of this agreement and agrees to all terms hereunder.

Customer is responsible for verifying codes and loads with local building officials.

Buyer's Name (PLEASE PRINT) \_\_\_\_\_

Buyer's Signature \_\_\_\_\_

Date Signed: \_\_\_\_\_

P.O. #: \_\_\_\_\_

Requested Delivery Date:

- ☐ Req Date is Firm  
☐ Req Date is Flexible

\*Total Price Does Not Include Foundation or Erection Costs.

This proposal is withdrawn after 10 days.

Quote Expires: 1/31/2021

Accepted by SENTINEL this \_\_\_\_ day of \_\_\_\_ , \_\_\_\_

SENTINEL BUILDING SYSTEMS Signature

SENTINEL BUILDING SYSTEMS

P.O. BOX 348

ALBION, NE 68620

P 402.395.5076 | F 402.395.6369

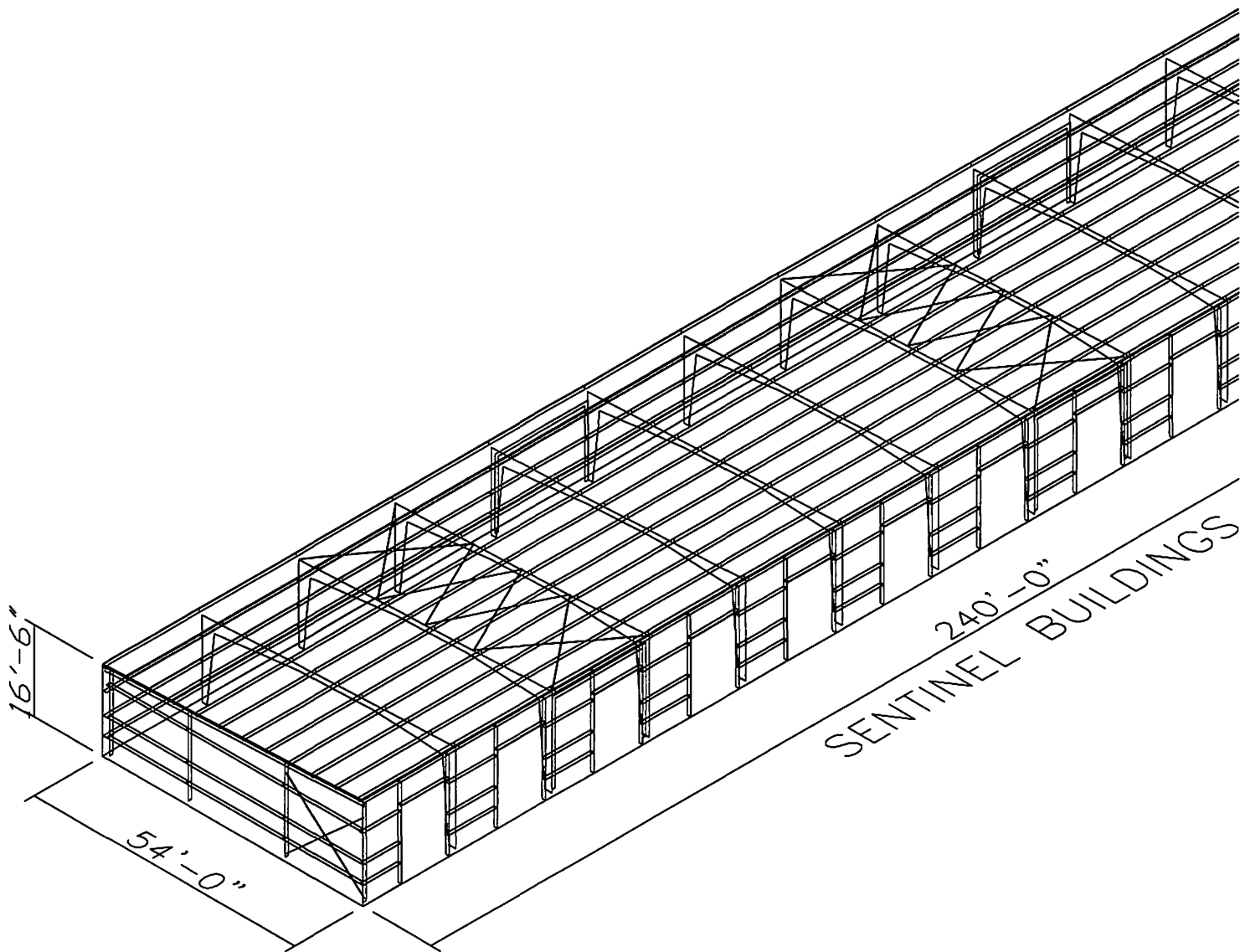
## ITEMS BELOW ARE NOT INCLUDED IN THE ABOVE PRICING

### ADDITIONAL ACCESSORIES (NOT INCLUDED IN ABOVE PRICE)

ACCESSORIES PRICED BELOW ARE AT LIST -- ADDITIONAL DISCOUNTS MAY APPLY

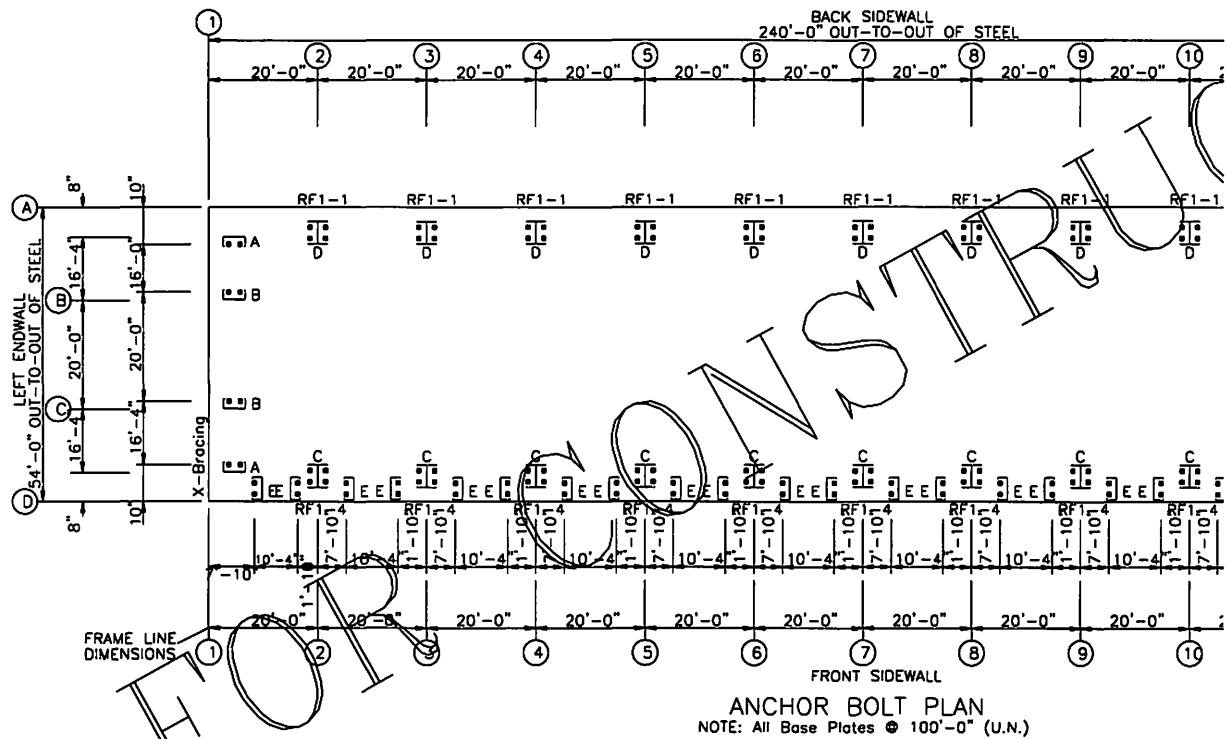
Hours

QUANTITY	FRAMED OPENING OPTIONS	WIDTH	HEIGHT	LIST PRICE
Y	INDEPENDENT UT WELD INSPECTION (REQUIRED BY IBC 2018 CODE)			\$ 1
1	TRANSVERSE PARTITION-ON FRAMELINE (26 Ga. Brilliant)	SN		\$ 29.4
Y	TOO ADD STANDING SEAM ROOF in 24 Gauge Galvalume Plus			\$ 229.5



## Exhibit A



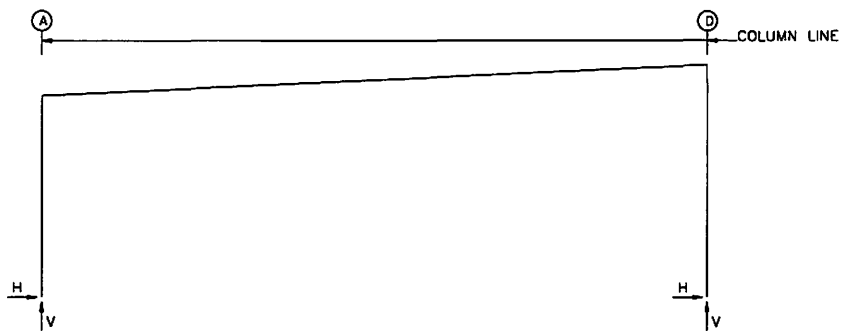


**SEN1**  
237 SOUTH 4TH STREET P.O.  
800-327-0760 SEN1N

Neither the engineer named on the seal, nor  
Sander Building Systems, a division of JCB  
is acting as the Engineer of Record. The  
responsibility of the engineer named and  
Sander Building Systems is limited to the  
structural performance of the components  
designed by Sander Building Systems.

## Exhibit A

FRAME LINES: 2 3 4 5 6 7 8 9 10 11 12



ENDWALL COLUMN: MAXIMUM REACTIONS, ANCHOR BOLTS,

Frm Line	Col Line	Column_Reactions(k )						Bolt Qty
		Load Id	Hmax H	Vmax V	Load Id	Hmin H	Vmin V	
1	A	2	0.9	-0.9	7	-0.8	-0.9	2 C
		2	0.0	2.4	6	0.9	-0.9	
1	B	8	1.9	-3.2	9	-1.7	-3.2	2 C
		2	0.0	8.1	8	1.9	-3.2	
1	C	8	2.0	-4.3	9	-1.8	-4.3	2 C
		2	0.0	6.3	8	2.0	-4.3	
1	D	10	1.0	-2.9	11	-0.9	-2.9	2 C
		1	0.0	3.1	10	1.0	-2.9	
13	D	8	1.0	-2.9	9	-0.9	-2.9	2 C
		1	0.0	3.1	8	1.0	-2.9	
13	C	10	2.0	-4.3	11	-1.8	-4.3	2 C
		2	0.0	6.3	10	2.0	-4.3	
13	B	10	1.9	-3.2	11	-1.7	-3.2	2 C
		2	0.0	8.1	10	1.9	-3.2	
13	A	6	0.9	-0.9	7	-0.8	-0.9	2 C
		2	0.0	2.4	6	0.9	-0.9	

RIGID FRAME: MAXIMUM REACTIONS, ANCHOR BOLTS, & BASE PLATES

Frm Line	Col Line	Column_Reactions(k )						Bolt Qty	Dia	Base_Plate(in)			Grout (in)
		Load Id	Hmax H	Vmax V	Load Id	Hmin H	Vmin V			Width	Length	Thick	
2*	A	2	13.6	22.5	3	-5.5	-6.6	4	0.750	8.000	12.56	0.375	0.0
					5	-2.1	-6.9						
2*	D	4	3.9	-4.0	1	-13.6	22.9	4	0.750	8.000	18.56	0.375	0.0
		1	-13.6	22.9	5	2.3	-7.2						
2*	Frame lines: 2 3 4 5 6 7 8 9 10 11 12												

NOTES FOR REACTIONS

- All loading conditions are examined and only maximum/minimum corresponding H or V are reported.
- Positive reactions are as shown in the sketch. Foundation loads opposite directions.
- Bracing reactions are in the plane of the brace with the H p from the braced bay. The vertical reaction is downward.
- Building reactions are based on the following building data:
  - Width (ft) = 54.0
  - Length (ft) = 240.0
  - Eave Height (ft) = 16.5/ 19.0
  - Roof Slope (rise/12) = 0.6
  - Dead Load (psf) = 2.5
  - Collateral Load (psf) = 1.0
  - Live Load (psf) = 30.0
  - Snow Load (psf) = 21.0
  - Wind Speed (mph) = 113.0
  - Wind Code = IBC 18
  - Exposure = C
  - Closed/Open = C
  - Importance Wind = 1.00
  - Importance Seismic = 1.00
  - Seismic Zone = A
- Loading conditions are:
  - Dead+Collateral+Live
  - Dead+Collateral+MIN\_SNOW
  - 0.6Dead+0.6Wind\_Left1
  - 0.6Dead+0.6Wind\_Right1
  - 0.6Dead+0.6Wind\_Long1L
  - 0.6Dead+0.6Wind\_Suction+0.6Wind\_Long1L
  - 0.6Dead+0.6Wind\_Pressure+0.6Wind\_Long1L
  - 0.6Dead+0.6Wind\_Left1+0.6Wind\_Suction
  - 0.6Dead+0.6Wind\_Left1+0.6Wind\_Pressure
  - 0.6Dead+0.6Wind\_Right1+0.6Wind\_Suction
  - 0.6Dead+0.6Wind\_Right1+0.6Wind\_Pressure

## GENERAL NOTES

- Foundation design and construction are not the responsibility of SENTINEL Buildings Systems.
- The building reaction data reports the loads which this building places on the foundation.
- Anchor bolts shall be accurately set to a tolerance of  $\pm 1/8"$  in both elevation and location.
- Column base plates are designed not to exceed a bearing pressure of 1020 pounds per square inch.
- All walk doors are to be field located with drilled in wedge anchors.
- Total anchor bolt length is embedment + projection.
- All anchor bolts to be ASTM F1554 Gr36 threaded round stock (rolled or cut thread) with plain finish, unless noted.
- When anchor rods are located close to the free edge of the concrete, the tensile and/or shear strength of the anchor rods cannot be fully developed. In these cases, steel reinforcement in the concrete must be sized and developed (not by Sentinel) for the required tensile or shear forces in the anchor rods.
- For buildings classified as closed (Closed/Open = C), Sentinel Building Systems does not investigate the influence of the design wind load on the total building system with doors and windows left open. The end customer must assure that during times of high winds all overhead doors, sliding doors, large doors (such as bi-fold & hydraulic), walk doors and windows will be closed & latched.

## BUILDING BRACING REACTIONS

Wall Loc	Col Line	Panel Shear (lb/ft)	Reactions (k )				Note
			Wind Horiz	Wind Vert	Seismic Horiz	Seismic Vert	
L_EW	1	C,D	3.6	3.8	0.0	0.0	
F_SW	D	3,4	1.1	1.8	0.1	0.2	(b)
		8,9	1.1	1.8	0.1	0.2	(b)
R_EW	13	O,C	3.6	3.8	0.0	0.0	
B_SW	A	10,11	1.0	1.5	0.1	0.2	(b)
		5,6	1.0	1.5	0.1	0.2	(b)

(b) Wind bent in bay, base above finish floor

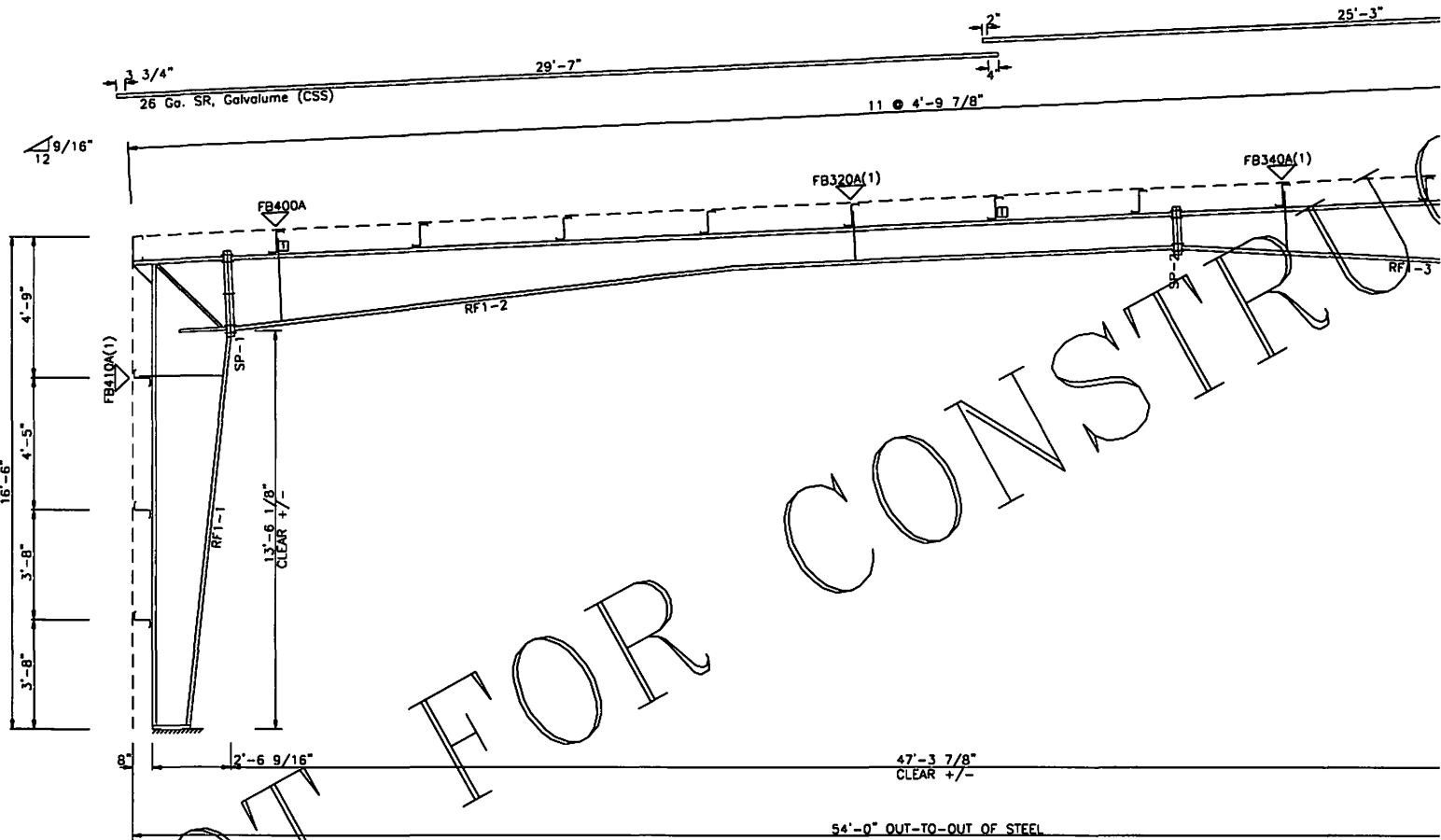
**SENTINEL**

237 SOUTH 4TH STREET P.O.  
800-327-0790 SENTINEL

Neither the engineer named on the seal, Sentinel Building Systems, a division of A, is acting as the Engineer of Record. The responsibility of the engineer named and Sentinel Building Systems is limited to the structural performance of the components designed by Sentinel Building Systems.

## Exhibit A

▽ FLANGE BRACES: Both Sides(U.N.)  
 FBxxA(1): xx=length(in)  
 A - L2x1/8



RIGID FRAME ELEVATION: FRAME LINE 2 3 4 5 6 7 8 9 10 11 12

**SEN**

237 SOUTH 4TH STREET P.C  
 600-327-0790 SDNY

Notwithstanding to whom the engineer named on the seal, Sentral Building Systems, a division of it, is acting as the Engineer of Record. The responsibility of the engineer named and Sentral Building Systems is limited to the structural performance of the components designed by Sentral Building Systems.

## Exhibit A

**BUILDING ORDER / QUOTE**

<b>QUOTE DATE:</b> 01/22/21		<b>BUILDING CONSULTANT:</b> TRAVIS	
<b>EXPIRATION DATE:</b> 02/01/21		<b>REQUESTED DELIVERY DATE:</b>	
<b>QUOTE#</b> 29210030		<b>JOB #:</b>	
<b>COMPANY:</b> MID PLAINS CONSTR.		<b>CUSTOMER:</b> STORAGE UNITS	
<b>CONTACT:</b> JOHN GIESENHAGEN		<b>SHIP TO ADDRESS:</b> GRAND ISLAND, NE 68803	
<b>ADDR1:</b>		<b>UPS ADDRESS:</b>	
<b>ADDR2:</b>			
<b>CITY,ST,ZIP</b> GRAND ISLAND, NE 68803		<b>JOBSITE ZIP:</b> 68803	
<b>PHONE#:</b> 308-382-2760		<b>JOBSITE PHONE:</b>	
<b>FAX #:</b>		<b>LOCATION:</b> CITY	
<b>2nd PHONE#:</b>		<b>BLDG USE:</b> RURAL	
<b>CELL/PAGE#:</b>		<b>OCCUPANCY:</b>	
<b>E-MAIL:</b>		<b>INSP. NAME:</b> PH.#:	
<b>BUILDING SPECIFICATIONS</b>		<b>COLUMN ELEVATION = 0, UNLESS NOTED</b>	
<b>BUILDING MODEL:</b> PLAINSMAN		<b>LEFT ENDWALL:</b> 0 inches	
<b>WIDTH :</b> 54 ft.		<b>RIGHT ENDWALL:</b> 0 inches	
<b>LENGTH :</b> 280 ft. X L		<b>FRONT SIDEWALL:</b> 0 inches	
<b>LT / RT EAVE HEIGHT:</b> 16.5 / 19		<b>BACK SIDEWALL:</b> 0 inches	
<b>LT/RT ROOF SLOPE:</b> 0.5556:12 /		<b>NOTES:</b>	
<b>DESIGN LOADS &amp; CODES</b>		<b>INSULATION</b>	
<b>DEAD LOAD (psf):</b> 2.5		<b>ROOF:</b> inches TYPE:	
<b>WIND LOAD:</b> 113 mph		<b>WALLS:</b> inches TYPE:	
<b>BUILDING CODE:</b> IBC 18		<b>FACING:</b>	
<b>EXPOSURE:</b> C		<b>BASE CONDITION</b>	
<b>COLLATERAL:</b> 1		standard base	
<b>LIVE LOAD:</b> 30		<b>FACTORY LOCATED FRAMED OPENINGS</b>	
<b>LIVE LOAD REDUCTION:</b> Yes		<b>LEFT ENDWALL:</b> none	
<b>ROOF SNOW LOAD:</b> 30 (Min Local)		<b>RIGHT ENDWALL:</b> none	
<b>GROUND SNOW:</b> 25		<b>FRONT SIDEWALL:</b> (14) 10 W x 14 H	
<b>CLOSURE:</b> Closed		<b>BACK SIDEWALL:</b> none	
<b>OCCUPANCY CATEGORY</b> II - Normal		<b>NOTES:</b>	
<b>SEISMIC ZONE/DESIGN CATEGORY:</b> A		(1) 20' LONG SPRING PAD PER FRAMED OPENING SUPPLIED	
<b>SEISMIC COEF.:</b> 0.138			
<b>IMPORTANCE-SEIS.:</b> 1			
<b>WALL BRACING TYPE</b>			
<b>FRONT SIDEWALL:</b> Portal Frames		<b>LEFT ENDWALL:</b> Cable Diagonal Bracing	
<b>BACK SIDEWALL:</b> Portal Frames		<b>RIGHT ENDWALL:</b> Cable Diagonal Bracing	
<b>ROOF:</b> Cable Diagonal Bracing			
<b>PANEL TYPES, GAUGES AND COLORS</b>			
<b>ROOF PANEL TYPE:</b> R-Panel		<b>GAUGE:</b> 26	<b>COLOR:</b> Galvalume (CSS)
<b>SIDEWALL PANEL TYPE:</b> R-Panel		<b>GAUGE:</b> 26	<b>COLOR:</b> To Be Determined
<b>ENDWALL PANEL TYPE:</b> R-Panel		<b>GAUGE:</b> 26	<b>COLOR:</b> To Be Determined
<b>U.L. RATING</b> STYLE=--			
<b>TRIM COLORS</b>		<b>INTERIOR LINER PANELS = NONE UNLESS NOTED</b>	
<b>WALL:</b> To Be Determined		<b>LEFT ENDWALL:</b>	
<b>GABLE:</b> To Be Determined		<b>RIGHT ENDWALL:</b>	
<b>JAMB:</b> To Be Determined		<b>FRONT SIDEWALL:</b>	
<b>CORNER:</b> To Be Determined		<b>BACK SIDEWALL:</b>	
<b>BASE:</b> To Be Determined		<b>COLOR:</b> <b>GAUGE:</b>	

29210030

FRAMING TYPE & BAY SPACING		PARTIAL WALLS = NONE UNLESS NOTED	
MAIN FRAMING:	13 single slope rigid frames, clear span	LEFT ENDWALL:	
LEFT ENDWALL:	Bearing	RIGHT ENDWALL:	
SPACING:(FT)	17.0000 20.0000 17.0000	FRONT SIDEWALL:	
RIGHT ENDWALL:	Bearing	BACK SIDEWALL:	
SPACING:(FT)	17.0000 20.0000 17.0000	<b>PURLIN TYPE, SPACING &amp; DEPTH</b>	
SIDEWALL SPACING:(FT)	14 at 20		
<b>GIRT TYPE</b>			
LEFT ENDWALL:	Bypass		
RIGHT ENDWALL:	Bypass		
FRONT SIDEWALL:	Bypass		
BACK SIDEWALL:	Bypass		
<b>GABLE AND EAVE EXTENSIONS ( NONE, UNLESS NOTED)</b>			
LEFT ENDWALL:		FRONT SIDEWALL:	
RIGHT ENDWALL:		BACK SIDEWALL:	
SOFFIT COLOR:			
<b>ADDITIONAL SERVICES</b>			
NUMBER OF PLANS:	4		
CERTIFICATION (NE)	YES	INCLUDES ENGINEER CERTIFIED STRUCTURAL DRAWINGS	
DESIGN CALCS:	NO	QUANTITY:	
FOUNDATION DESIGN:	NO		
<b>ACCESSORIES INCLUDED WITH THIS BUILDING:</b>		<b>Width</b>	<b>Height</b>
			<b>Erect Hours</b>

The following accessory items(s) will be shipped with the building from Sentinel

15	FIELD LOCATED WINDOW FRAMED OPENING #1	3	7	\$		118.8
	WALK DOORS BY OTHERS					
Y	3'-8" HIGH GIRT SYSTEM				Included	5.8
Y	GUTTERS (incl. Mounting brackets and downspouts)	SN	280 LIN, FT.	\$		55.4
Y	STANDARD BASE FLASHING	SN		\$		2.9
Y	ADD FOR GRAY PRIMER ON RIGID FRAMES AND FLANGE BRACES				Included	

The following accessory items(s) will be shipped separate from the building

Y	ANCHOR BOLT OPTION (Shipping included)			\$		
Y	CERTIFIED BUILDING DRAWINGS	State	NE	\$	--	
Y	WALL INSULATION (VRR+ w/ Adhesive Tabs)	WMPVR-4.0	R13	\$		95.1
Y	ROOF SIMPLE SAVER SYSTEM (w/OSHA Fall Protection)		R38	\$		342.4

NOTES: SENTINEL'S STANDARD WALL PANEL IS 26 GA SIL-POLY WITH PURLIN-BEARING LEG  
While we strive to provide the best value in all-steel buildings, steel price increases may raise our costs and we may adjust our prices at any time.

WE HEREBY PROPOSE TO FURNISH THE ABOVE MATERIALS COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS.

*Quote Does Not Include Foundation or Erection Costs.	BUILDING LIST PRICE:	\$	1225.0
	TOTAL LIST W/ACCESSORIES:	\$	
	LESS DEALER DISCOUNT	10.00%	\$
FREIGHT TAXABLE: Y	FREIGHT:	\$	
	NEBRASKA STATE SALES TAX:	7.50%	\$
EXPIRATION DATE	02/01/21	*TOTAL PRICE:	\$

NOTE: SALES TAX MAY NOT BE INCLUDED ON QUOTES. ANY APPLICABLE SALES TAX WILL BE ADDED PRIOR TO DELIVERY FOR AR, IA, IL, KS, MN, NE, ND, SD.  
 FOR REMAINING STATES, IT IS THE CUSTOMER'S RESPONSIBILITY TO REPORT SALES/USE TAX TO STATE WHERE DELIVERED.  
 PLEASE CHECK YOUR ORDER FOR COMPLETENESS AND ACCURACY.  
 VERIFY THE LOADS & CODES WITH YOUR LOCAL OFFICIALS.

EST ERECTION HRS - ZONE QUALIFIER 1  
 EST ERECTION HRS BLDG & ACCESSORIES: 1845.4  
 EST ERECTION COST: \$

DOWN PAYMENT WITH ORDER: \$  
 CASHIER'S CHECK ON BUILDING DELIVERY: \$

NOTE: SITE PREP, FOUNDATION & UNLOADING BUILDING ARE BY CUSTOMER

All erection charges are negotiated with and paid directly to contractor according to his terms.

SEE ATTACHED TERMS AND CONDITIONS

29210030

ACCEPTANCE OF PURCHASE ORDER

TRAVIS

Buyer acknowledges receipt of completed copy of this agreement and agrees to all terms hereunder.  
 Customer is responsible for verifying codes and loads with local building officials.

Buyer's Name (PLEASE PRINT) _____ Buyer's Signature _____ Date Signed: _____ P.O. #: _____ Requested Delivery Date: <input type="checkbox"/> Req Date is Firm <input type="checkbox"/> Req Date is Flexible	*Total Price Does Not Include Foundation or Erection Costs. This proposal is withdrawn after 10 days. Quote Expires: 2/1/2021 Accepted by SENTINEL this ____ day of ____, ____ _____ SENTINEL BUILDING SYSTEMS Signature
---	---

SENTINEL BUILDING SYSTEMS  
 P.O. BOX 348  
 ALBION, NE 68620  
 P 402.395.5076 | F 402.395.6369

ITEMS BELOW ARE NOT INCLUDED IN THE ABOVE PRICING

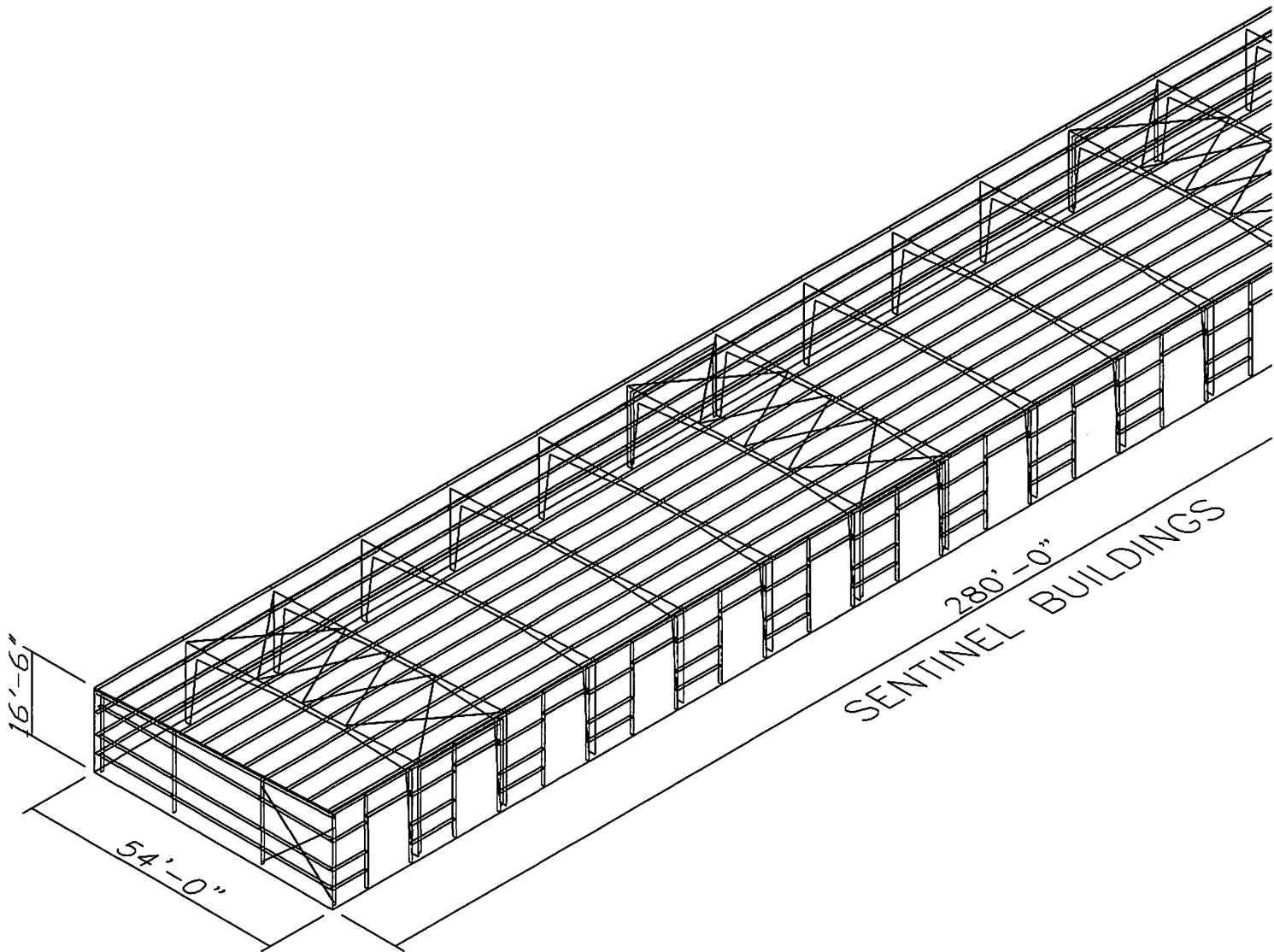
ADDITIONAL ACCESSORIES (NOT INCLUDED IN ABOVE PRICE)

ACCESSORIES PRICED BELOW ARE AT LIST -- ADDITIONAL DISCOUNTS MAY APPLY

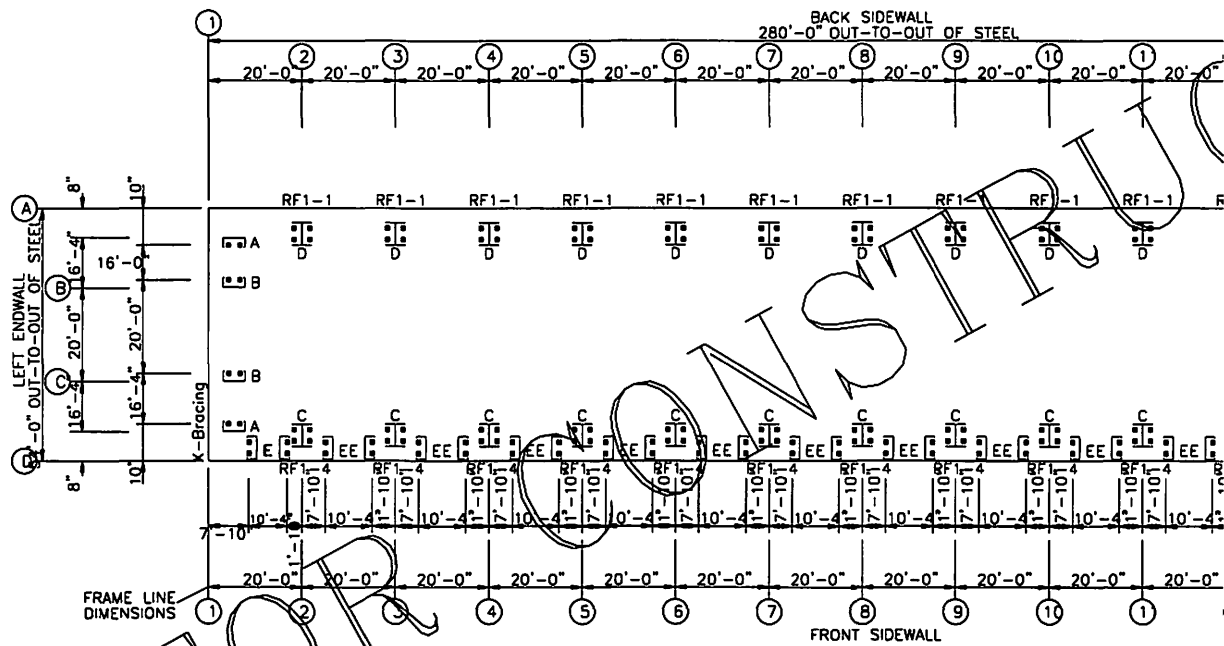
Hours

QUANTITY	FRAMED OPENING OPTIONS	WIDTH	HEIGHT	LIST PRICE
Y	INDEPENDENT UT WELD INSPECTION (REQUIRED BY IBC 2018 CODE)			\$
1	TRANSVERSE PARTITION-ON FRAMELINE (26 Ga. Brilliant)	SN		\$ 29.4
Y	TOO ADD STANDING SEAM ROOF in 24 Gauge Galvalume Plus			\$ 267.7





## Exhibit A



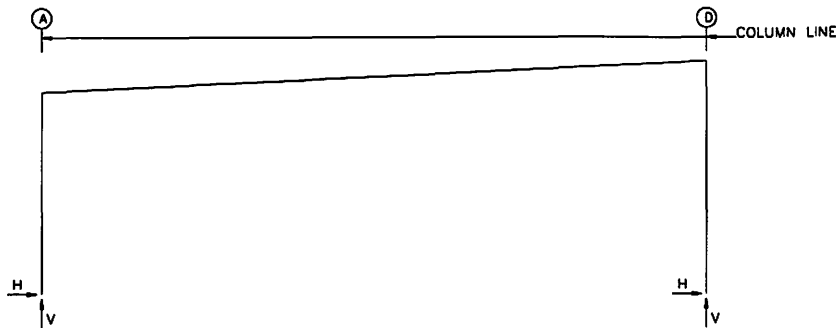
ANCHOR BOLT PLAN  
NOTE: All Base Plates @ 100'-0" (U.N.)

**SEN1**  
237 SOUTH 4TH STREET P.O.  
800-327-0760 SEN1IN

Seal the engineer named on the seal, a  
Senior Building Systems, a division of JCB  
is acting as the Engineer of Record. The  
responsibility of the engineer named and  
Senior Building Systems is limited to the  
structural performance of the components  
designed by Senior Building Systems.

## Exhibit A

FRAME LINES: 2 3 4 5 6 7 8 9 10 11 12 13 14



ENDWALL COLUMN: MAXIMUM REACTIONS, ANCHOR BOLTS,

Frm Line	Col Line	Column_Reactions(k)				V		Bolt Qty
		Load Id	Hmax	Vmax	Load Id	Hmin	Vmin	
1	A	6	0.9	-0.9	7	-0.8	-0.9	2 C
		2	0.0	2.4	6	0.9	-0.9	
1	B	8	1.9	-3.2	9	-1.7	-3.2	2 C
		2	0.0	8.1	8	1.9	-3.2	
1	C	8	2.0	-4.3	9	-1.8	-4.3	2 C
		2	0.0	6.3	8	2.0	-4.3	
1	D	10	1.0	-2.9	11	-0.9	-2.9	2 C
		1	0.0	3.1	10	1.0	-2.9	
15	D	8	1.0	-2.9	9	-0.9	-2.9	2 C
		1	0.0	3.1	8	1.0	-2.9	
15	C	10	2.0	-4.3	11	-1.8	-4.3	2 E
		2	0.0	6.3	10	2.0	-4.3	
15	B	10	1.9	-3.2	11	-1.7	-3.2	2 C
		2	0.0	8.1	10	1.9	-3.2	
15	A	6	0.9	-0.9	7	-0.8	-0.9	2 C
		2	0.0	2.4	6	0.9	-0.9	

RIGID FRAME: MAXIMUM REACTIONS, ANCHOR BOLTS, & BASE PLATES

Frm Line	Col Line	Column_Reactions(k )						Bolt(in) Qty Dia		Base_Plate(in)			Grout (in)
		Load Id	Hmax H	V Vmax	Load Id	Hmin H	V Vmin			Width	Length	Thick	
2*	A	2	13.6	22.5	3	-5.5 -2.1	-6.6 -6.9	4	0.750	8.000	12.56	0.375	0.0
2*	D	4 1	3.9 -13.6	-4.0 22.9	1 5	-13.6 2.3	22.9 -6.8	4	0.750	8.000	18.56	0.375	0.0
2*	Frame lines: 2 3 4 5 6 7 8 9 10 11 12 13 14												

NOTES FOR REACTIONS

- All loading conditions are examined and only maximum/minim corresponding H or V are reported.
- Positive reactions are as shown in the sketch. Foundation to opposite directions.
- Bracing reactions are in the plane of the brace with the H p from the braced bay. The vertical reaction is downward.
- Building reactions are based on the following building data:
 

Width (ft)	= 54.0
Length (ft)	= 280.0
Save Height (ft)	= 16.5/ 19.0
Roof Slope (rise/12)	= 0.6
Dead Load (psf)	= 2.5
Collateral Load (psf)	= 1.0
Live Load (psf)	= 30.0
Snow Load (psf)	= 21.0
Wind Speed (mph)	= 113.0
Wind Code	= IBC 18
Exposure	= C
Closed/Open	= C
Importance Wind	= 1.00
Importance Seismic	= 1.00
Seismic Zone	= A
- Loading conditions are:
  - Dead+Collateral+Live
  - Dead+Collateral+MIN\_SNOW
  - 0.6Dead+0.6Wind\_Left1
  - 0.6Dead+0.6Wind\_Right1
  - 0.6Dead+0.6Wind\_Long1L
  - 0.6Dead+0.6Wind\_Suction+0.6Wind\_Long1L
  - 0.6Dead+0.6Wind\_Pressure+0.6Wind\_Long1L
  - 0.6Dead+0.6Wind\_Left1+0.6Wind\_Suction
  - 0.6Dead+0.6Wind\_Right1+0.6Wind\_Pressure
  - 0.6Dead+0.6Wind\_Right1+0.6Wind\_Suction
  - 0.6Dead+0.6Wind\_Right1+0.6Wind\_Pressure

## GENERAL NOTES

- Foundation design and construction are not the responsibility of SENTINEL Buildings Systems.
- The building reaction data reports the loads which this building places on the foundation.
- Anchor bolts shall be accurately set to a tolerance of +/- 1/8" in both elevation and location.
- Column base plates are designed not to exceed a bearing pressure of 1020 pounds per square inch.
- All walk doors are to be field located with drilled in wedge anchors.
- Total anchor bolt length is embedment + projection.
- All anchor bolts to be ASTM F1554 Gr36 threaded round stock (rolled or cut thread) with plain finish, unless noted.
- When anchor rods are located close to the free edge of the concrete, the tensile and/or shear strength of the anchor rods cannot be fully developed. In these cases, steel reinforcement in the concrete must be sized and developed (not by Sentinel) for the required tensile or shear forces in the anchor rods.
- For buildings classified as closed (Closed/Open = C), Sentinel Building Systems does not investigate the influence of the design wind load on the metal building system with doors and windows left open. The end customer must assure that during times of high winds all overhead doors, sliding doors, large doors (such as bi-fold & hydraulic), walk doors and windows will be closed & latched.

## BUILDING BRACING REACTIONS

Wall Loc	Col Line	Panel Shear (lb/ft)	± Reactions(k)				Note
			Wind Horiz	Wind Vert	Seismic Horiz	Seismic Vert	
L_EW	1	C,D	3.6	3.8	0.0	0.0	
F_SW	D	2,3	0.7	1.2	0.1	0.1	(b)
		7,8	0.7	1.2	0.1	0.1	(b)
		12,13	0.7	1.2	0.1	0.1	(b)
R_EW	15	O,C	3.6	3.8	0.0	0.0	
B_SW	A	12,13	1.0	1.5	0.1	0.2	(b)
		7,8	1.0	1.5	0.1	0.2	(b)

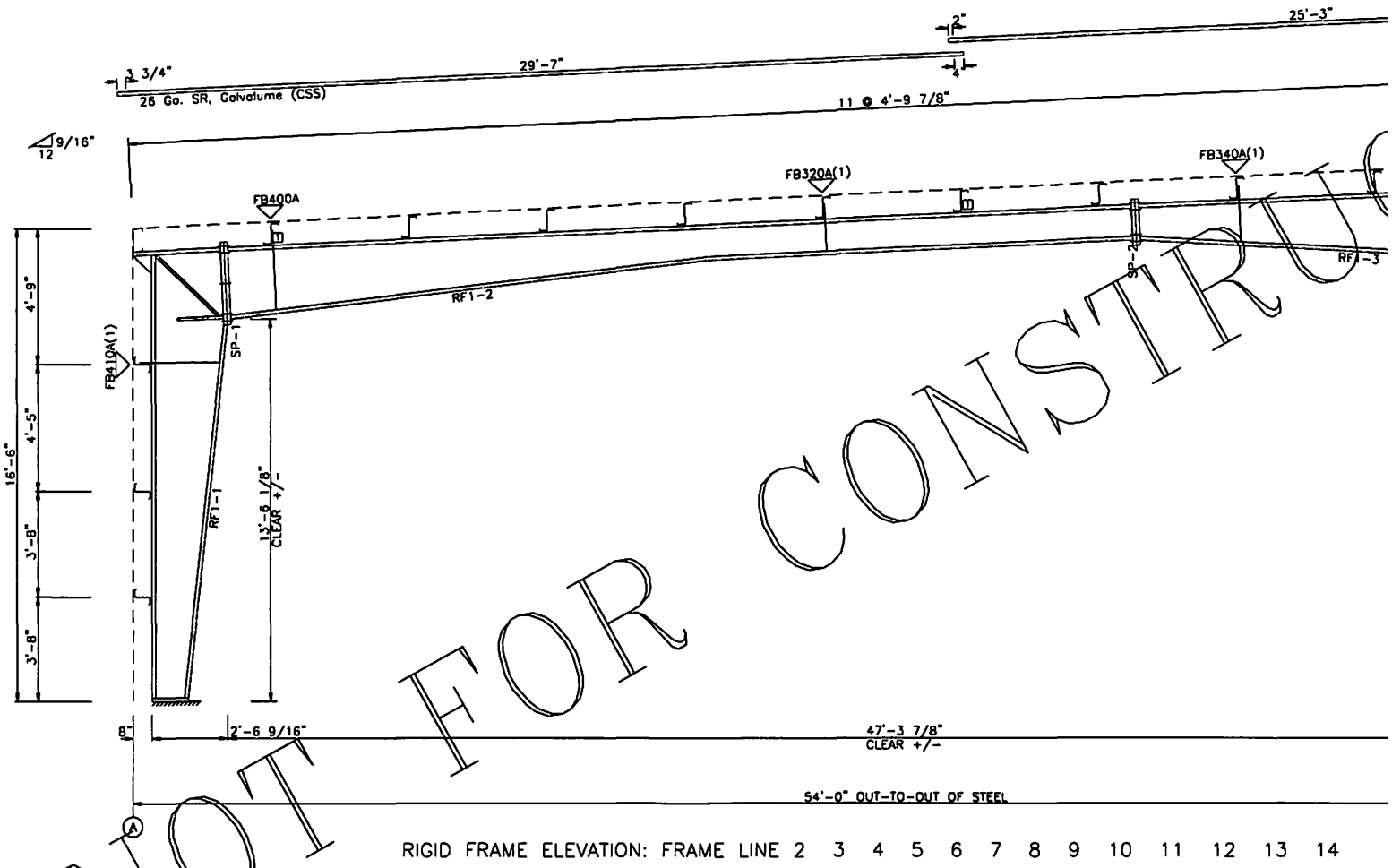
(b) wind bent in bay, base above finish floor

**SENTINEL**  
237 SOUTH 4TH STREET P.O.  
800-327-0790 SENTINEL

Neither the engineer named on the seal, Sentinel Building Systems, a division of S, is acting as the Engineer of Record. The responsibility of the engineer named and Sentinel Building Systems is limited to the structural performance of the components designed by Sentinel Building Systems.

## Exhibit A

▽ FLANGE BRACES: Both Sides(U.N.)  
 FBxxA(1): xx=length(in)  
 A - L2x1/8



RIGID FRAME ELEVATION: FRAME LINE 2 3 4 5 6 7 8 9 10 11 12 13 14

**SEN**  
 237 SOUTH 4TH STREET P.C.  
 800-327-0790 SDMI

Neither the engineer named on the seal, Sentral Building Systems, a division of A, is acting as the Engineer of Record. The responsibility of the Engineer named on the seal, Sentral Building Systems, is limited to the structural performance of the components designed by Sentral Building Systems.

## Exhibit A

**Procon Properties, LLC**  
**Tax Increment Financing Request**  
**Estimated Real Estate Taxes on Project Site Upon Completion of Project**

**Existing Assessed Value and Real Estate Tax on Project Site**

Parcel Number	Assessed Value (2020)			Taxes	Sq Feet	Mil Rate
	Improvements	Land	Total			
0400015145	-	14,483	14,483	300.46	22,101	2.0745702%
0400095645	-	14,482	14,482	300.42	22,148	2.0744372%
0400095661	-	14,482	14,482	300.42	22,184	2.0744372%
0400095726	-	14,482	14,482	300.42	22,220	2.0744372%
0400095769	-	14,482	14,482	300.42	22,256	2.0744372%
0400095793	-	14,482	14,482	300.42	22,291	2.0744372%
Before subdivision	-	86,893	86,893	1,802.56	133,200	
Subdivided Sq Ft	133,200	133,200	133,200	133,200		
Divided by total existing	133,200	133,200	133,200	133,200		
Ratio	1.000000	1.000000	1.000000	1.000000		
Estimated subdivision	-	86,893	86,893	1,803		

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

	2020 Assessment	Note 1 Limitation
2020 taxes assessed on site prior to project commencement	1,803	
Divided by base assessed value	86,893	
Estimated tax rate	2.074460%	
Proposed assessed value	4,289,940	
Estimated annual real estate tax after project completion	88,993	
Less existing annual real estate tax	(1,803)	
Estimated increase in annual real estate tax	87,191	98,417
Requested TIF assistance at zero percent lending rate	15 1,307,858	15 1,476,259

Principal debt service at indicated rate		Rate	Principal	Principal
With annual note payments	PVA	4.50%	936,387	1,056,957
With monthly note payments	PVA	4.50%	949,796	1,072,093

**Notes:**

- 1.) This column represents requested financing in the event the tax increment over 15 years exceeds actual qualified TIF costs. Requested TIF assistance is limited to qualified costs.

**Exhibit B**

**Procon Properties, LLC  
Project Cost Summary**

Description	Phase #1 Amount	Phase #2 Amount	Total	TIF Qualified (Q) Non-Qualified (NQ)
TIF qualified general conditions	87,500.00	100,625.00	188,125.00	Q
TIF non-qualified general conditions	54,100.00	62,215.00	116,315.00	NQ
Subtotal	141,600.00	162,840.00	304,440.00	
TIF qualified sitework	92,150.00	105,973.00	198,123.00	Q
TIF non-qualified sitework	7,870.00	9,051.00	16,921.00	NQ
Subtotal	100,020.00	115,024.00	215,044.00	
Landscaping	11,235.00	12,920.00	24,155.00	NQ
Fencing	18,450.00	21,218.00	39,668.00	NQ
TIF qualified concrete	209,650.00	241,098.00	450,748.00	Q
TIF non-qualified concrete	149,975.00	172,471.00	322,446.00	NQ
Subtotal	359,625.00	413,569.00	773,194.00	
Metals	29,190.00	33,569.00	62,759.00	NQ
Pre-engineered building	771,860.00	887,639.00	1,659,499.00	NQ
Overhead doors	107,595.00	123,734.00	231,329.00	NQ
Hollow metal door	67,155.00	77,228.00	144,383.00	NQ
Drywall	12,535.00	14,415.00	26,950.00	NQ
Painting	6,850.00	7,878.00	14,728.00	NQ
Signage	8,560.00	9,844.00	18,404.00	NQ
TIF qualified plumbing	125,850.00	144,728.00	270,578.00	Q
TIF non-qualified plumbing	34,760.00	39,974.00	74,734.00	NQ
Subtotal	160,610.00	184,702.00	345,312.00	
TIF qualified electrical	104,900.00	120,635.00	225,535.00	Q
TIF non-qualified electrical	114,840.00	132,066.00	246,906.00	NQ
Subtotal	219,740.00	252,701.00	472,441.00	
Total project costs per construction pro-forma	2,015,025.00	2,317,281.00	4,332,306.00	NQ
Other costs:				
Land	67,500.00	67,500.00	135,000.00	Q
Financing	40,000.00	40,000.00	80,000.00	NQ
Legal & accounting	1,000.00	7,150.00	8,150.00	Q
Total project costs	2,123,525.00	2,431,931.00	4,555,456.00	
Total TIF qualified costs (Q)	688,550.00	787,709.00	1,476,259.00	
Total TIF non-qualified costs (NQ)	1,434,975.00	1,644,222.00	3,079,197.00	
Total project costs	2,123,525.00	2,431,931.00	4,555,456.00	
Phase 2 (cost increase percentage)		15.00%		

**Exhibit C**



# MID PLAINS CONSTRUCTION CO.

## GENERAL CONTRACTORS

Procon Properties  
RV Storage – Capital Avenue  
June 9, 2021  
Revised Pricing since 3/1/2021

	SCHEDULE OF VALUES	Add	REVISED COSTS
General Conditions	134,600.00	7,000.00	141,600.00
Sitework	95,260.00	4,760.00	100,020.00
Landscaping	11,235.00	.00	11,235.00
Fencing	16,050.00	2,400.00	18,450.00
Concrete	359,625.00	.00	359,625.00
Metals	23,540.00	5,650.00	29,190.00
Pre-Engineered Building	641,860.00	130,000.00	771,860.00
Overhead Doors	88,595.00	19,000.00	107,595.00
Hollow Metal Door	62,755.00	4,400.00	67,155.00
Drywall	12,535.00	.00	12,535.00
Painting	6,850.00	.00	6,850.00
Signage	8,560.00	.00	8,560.00
Plumbing	160,610.00	.00	160,610.00
Electrical	<u>219,740.00</u>	<u>.00</u>	<u>219,740.00</u>
TOTALS	1,841,815.00	173,210.00	2,015,025.00

Above summary only includes phase 1 costs.

## Exhibit C

1210 W. NORTH FRONT STREET • GRAND ISLAND, NE 68801 • PHONE (308) 382-2760 • FAX (308) 382-2770





## MID PLAINS CONSTRUCTION CO.

---

### GENERAL CONTRACTORS

Procon Properties  
RV Storage – Capital Avenue  
March 1, 2021

	<b>BREAKOUT ITEMS</b>
Sanitary Sewer	59,090.00
Storm Sewer	51,620.00
Water Service	15,140.00
Electrical Service	104,900.00
Paving	209,650.00
Sitework	92,150.00
Architect	26,500.00
Civil Engineer	22,000.00
Structural Engineer	13,500.00
Mechanical Engineer	9,500.00
Electrical Engineer	<u>16,000.00</u>
	620,050.00

Amounts reflected above are included in totals reflected on previous page and include only phase 1 costs.

**Exhibit D**  
**Annual Income & Expense Pro Forma**

**PROCON PROPERTIES, LLC**

**PROJECTED STATEMENTS OF RECEIPTS AND DISBURSEMENTS UNDER VARIOUS TAX INCREMENT FINANCING  
SCENARIOS DETAILED IN NOTE A – CASH BASIS**

**Twelve Months Ending After Project Phase 1 Completion**

## CONTENTS

	<u>PAGE</u>
INTRODUCTION	3
INDEPENDENT ACCOUNTANTS' COMPILATION REPORT	4
PROJECTED STATEMENTS OF RECEIPTS AND DISBURSEMENTS UNDER VARIOUS TAX INCREMENT FINANCING SCENARIOS DETAILED IN NOTE A – CASH BASIS	5
SUMMARY OF SIGNIFICANT PROJECTION ASSUMPTIONS	6

## INTRODUCTION

The projection in this illustration presents the entity's, Procon Properties, LLC's, projected receipts and disbursements under the hypothetical assumptions in Note A on the cash basis for the twelve months ending after project phase 1 completion.



INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

To Management of  
Procon Properties, LLC  
Grand Island, NE

Management is responsible for the accompanying projection of Procon Properties, LLC, which comprise projected statements of receipts and disbursements under various tax increment financing scenarios detailed in Note A – cash basis of Procon Properties, LLC (see introduction), for the twelve months ending after project phase 1 completion, and the related summaries of significant assumptions in accordance with guidelines for the presentation of a projection established by the American Institute of Certified Public Accountants (AICPA). We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not examine or review the projection nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on this projection.

Even if the tax increment financing (TIF) scenarios outlined occurred, the projected results may not be achieved, as there will usually be differences between the projection and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

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

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

*Schroeder & Schreiner, P.C.*

Grand Island, NE  
June 29, 2021

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Grand Island, NE  
68803  
P.O. Box 520  
Grand Island, NE  
68802-0520  
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EMAIL:  
info@ss-cpas.com  
WEBSITE:  
www.ss-cpas.com

## Procon Properties, LLC

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

#### Twelve Months Ending After Project Phase 1 Completion

	With Tax Increment Financing	Without Tax Increment Financing
Gross Taxable Income:		
Rental revenue	\$ 156,000	\$ 156,000
Tax increment financing (TIF) revenue	44,080	-
	<u>200,080</u>	<u>156,000</u>
Tax Deductions:		
Interest expense - TIF debt	21,139	-
Interest expense - Non-TIF debt	69,896	91,035
Real estate tax (existing)	1,803	1,803
Real estate tax (TIF increment)	44,080	44,080
Common area utilities	4,800	4,800
Insurance	12,000	12,000
Repairs and maintenance	10,000	10,000
Professional service	1,000	1,000
Depreciation and amortization	57,174	57,174
	<u>221,892</u>	<u>221,892</u>
Taxable income (loss)	(21,812)	(65,892)
Adjustments to Arrive at Net Cash Receipts (Disbursements)		
Depreciation & amortization	57,174	57,174
Principal debt service - TIF	(22,941)	-
Principal debt service - Non-TIF	(49,739)	(72,680)
	<u>(15,506)</u>	<u>(15,506)</u>
Net cash receipts	<u>\$ (37,318)</u>	<u>\$ (81,398)</u>

See the summary of significant projections

accompanied and the independent accountants' compilation report.



## **PROCON PROPERTIES, LLC**

### **SUMMARY OF SIGNIFICANT PROJECTION ASSUMPTIONS**

#### **Twelve Months Ending After Project Phase 1 Completion**

##### **NOTE A – NATURE AND LIMITATION OF PROJECTIONS**

The accompanying projection presents, to the best of Procon Properties, LLC's (PP's) knowledge and belief, cash receipts and disbursements for the twelve months ending after project phase 1 completion to be generated by a storage space leasing facility (e.g. "the project") located in Grand Island, Nebraska. Stated cash receipts and disbursements are intended to convey results of operations after the anticipated 2022 completion of phase 1 of the project, assuming funding of the estimated construction and acquisition costs of \$2,123,525 both with, and in the absence of, tax increment financing assistance. The projection reflects their judgment as of June 29, 2021, the date of this projection, of the expected conditions and their expected course of action. Actual results are likely to differ from the projected results because events and circumstances frequently do not occur as expected. Those differences may be material. The assumptions disclosed herein are those that management believes are significant to the projections. The projected information was prepared for use in a tax increment financing request to the Grand Island Community Redevelopment Authority.

##### **NOTE B – BASIS OF ACCOUNTING**

The presentations of cash receipts and disbursements for the projection period and the twelve months ending after project phase 1 completion portray results using the cash basis of accounting. The results of this basis differ from those using generally accepted accounting principles primarily because the cash basis does not recognize assets other than cash and the debt principal outstanding under the tax increment financing or construction or building loan(s).

##### **NOTE C – CASH RECEIPTS**

Procon Properties, LLC is the owner and operating entity for four pre-engineered steel buildings intended to house 50 bays. This projection considers only expected operating results from the first phase of the project consisting of two buildings housing 26 bays. Revenue has been determined based on the knowledge and experience of the owners of PP (and related parties) in the operation of similar facilities in the same locale. The projection assumes 100% occupancy of the 26 bay buildings at \$500 per month for 12 months per year.

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

##### **NOTE D – CASH DISBURSEMENTS**

Interest expense and principal debt service are based on the assumption that with the exception of any TIF financing assistance, the entire construction project Phase 1 will be financed through \$67,500 of capital contributions from the owners of PP with additional debt incurred to cover the remaining anticipated construction and improvement costs.

## **PROCON PROPERTIES, LLC**

### **SUMMARY OF SIGNIFICANT PROJECTION ASSUMPTIONS, Continued**

#### **Twelve Months Ending After Project Phase 1 Completion**

##### **NOTE D – CASH DISBURSEMENTS, Continued**

Phase 1 TIF debt is based on an initial \$480,178 principal balance that can be serviced with the anticipated incremental real estate tax generated by the project. The loan is expected to have a 15-year term with scheduled monthly payments of \$3,673 (annual \$44,080) and an interest rate of approximately 4.5%. This debt reflects only that incurred to cover the first phase of the project.

The remaining construction and land acquisition costs, not funded through tax increment financing, will be satisfied with \$67,500 of additional capital contributions for land already owned and \$1,575,847 of bank debt for the residual obligation. All remaining non-TIF construction debt will have a 20-year term. All loans will have an annual interest rate of approximately 4.5%. Scenarios contemplating the denial of tax increment financing will assume bank debt replacing TIF financing at the same 15-year term and 4.5% annual interest rate as the equivalent TIF financing.

Projected real estate tax is expected to equal the current tax (for the 2020 year) plus additional tax generated by applying the current levy rate to the anticipated increase in assessed value to be generated by the construction project.

Projected costs for common area water, sewer and utilities; insurance; repairs and maintenance; professional fees; and other costs are all based on the experience of PP's members and the expected occupancy of the facility.

This projection estimates a taxable loss under all reporting scenarios. Accordingly, in anticipation of passive activity loss limitations restricting the use of said losses, no member distributions to cover estimated individual income tax (or contributions to reflect estimated income tax benefits) based on tax law provisions expected to be in effect during the projection period have been considered. Although not a cash expenditure, estimated depreciation has been calculated and included in the projection to arrive at net taxable income. Estimated capitalized costs are depreciated under either the straight-line method for 39-year life building components or the 150 percent declining balance method for 15-year life paving and improvement components.

**Procon Properties, LLC  
Tax Increment Financing Application  
Capitalization Rate Analysis**

	<u>With Tax Increment Financing</u>	<u>Without Tax Increment Financing</u>
Net operating income	126,397	82,317
Divided by fair market value	2,123,525	2,123,525
Equals capitalization rate	5.95%	3.88%

**Exhibit E**

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

**RESOLUTION NO. 359**

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

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Passed and approved this 11<sup>th</sup> day of August, 2021

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

By   
Chairperson

ATTEST:

  
Secretary

Procon Flex Industrial Area 5

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

**RESOLUTION NO. 360**

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

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), has received an Application for Tax Increment Financing under the Nebraska Community Development Law (the "Act") on a project within Redevelopment Area, from Procon Properties LLC, (The "Developer") for redevelopment of Lots One (1) through Six (6) inclusive of Sunny Side Third Subdivision, an area within the city limits of the City of Grand Island, as set forth in Exhibit 1 attached hereto area; and

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a project within Redevelopment Area 5;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

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

Passed and approved this 11<sup>th</sup> day of August, 2021.

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

By   
Chairperson

ATTEST:

  
Secretary

Procon Flex Industrial Area 5

## Exhibit 1

### **Legal Description:**

Lots One (1) through Six (6) Sunny Side Third Subdivision, in the City of Grand Island, Hall County, Nebraska.

Procon Flex Industrial Area 5

Resolution Number 2021-07

HALL COUNTY REGIONAL PLANNING COMMISSION

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

**WHEREAS**, the Chairman and Board of the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "**Authority**"), referred **the Redevelopment Plan for lots 1-6 of Sunnyside Third Subdivision at Capital Avenue and Skypark Road-Procon Properties LLC** to the Hall County Regional Planning Commission, (the "**Commission**") for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to Section 18-2112 of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "**Act**"); and

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

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

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

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

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

**DATED:** September 1, 2021.

HALL COUNTY REGIONAL PLANNING  
COMMISSION

ATTEST:

By:   
Chair

By:   
Secretary



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

**RESOLUTION NO. 361**

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

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

**WHEREAS**, pursuant to and in furtherance of the Act, a Redevelopment Plan (the “**Redevelopment Plan**”), has been prepared by Community Redevelopment Authority of Grand Island, Nebraska, (the “**Authority**”) pursuant to an application by *Procon Properties LLC representing various interests*. (the “**Redeveloper**”), in the form attached hereto as **Exhibit B**, for the purpose of redeveloping Redevelopment Area legally described on **Exhibit A**, referred to herein as the Project Area (the “**Project Area**”); and

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

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

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

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

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

Procon Properties LLC Area 5

accommodations, or conditions of blight.

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

**Section 3.** In compliance with section 18-2114 of the Act, the Authority finds and determines as follows: (a) the Redevelopment Area constituting the Redevelopment Project will not be acquired by the Authority and the Authority shall receive no proceeds from disposal to the Redeveloper; (b) the estimated cost of project acquisition and the estimated cost of preparation for redevelopment including site work, onsite utilities and related costs are described in detail in Exhibit B attached hereto; (c) the method of acquisition of the real estate shall be by private contract by the Redeveloper and not by condemnation; and (d) the method of financing the Redevelopment Project shall be by issuance of tax increment revenue bond issued in the approximate amount of \$1,307,858 which shall be granted to the Redeveloper and from additional funds provided by the Redeveloper. No families will be displaced from the Redevelopment Project Area as a result of the project.

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

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

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

**PASSED AND APPROVED** this 8<sup>th</sup> day of September 2021.

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

ATTEST:

By: 

Chair

By: 

Secretary

Procon Properties LLC Area 5

**EXHIBIT A**

**LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA**

**Lots One (1) through Six (6) inclusive Sunny Side Third Subdivision, in the City of Grand Island, Hall County, Nebraska.**

Procon Properties LLC Area 5

\* \* \* \* \*

**EXHIBIT B**

**FORM OF REDEVELOPMENT PLAN**

Procon Properties LLC Area 5



# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item E-4

### **Public Hearing on Acquisition of Utility Easement Tracts - 3490 Ewoldt Street (Tabitha Grand Island, Inc.)**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting:** September 28, 2021

**Subject:** Acquisition of Utility Easement – 3490 Ewoldt Street -  
Tabitha Grand Island, Inc.

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

## **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire utility easement relative to the property of Tabitha Grand Island, Inc., located through a part of Tabitha Grand Island, Inc., located in the City of Grand Island, Hall County, Nebraska (3490 Ewoldt Street), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

Tabitha Grand Island, Inc., has requested a new three phase electrical service for their new facility located at 3490 Ewoldt Street. Approximately 800 linear feet of 4" PVC conduit with 1/0 cable and two 750 kVA pad-mount transformers will be installed to accommodate the new service.

## **Alternatives**

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

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

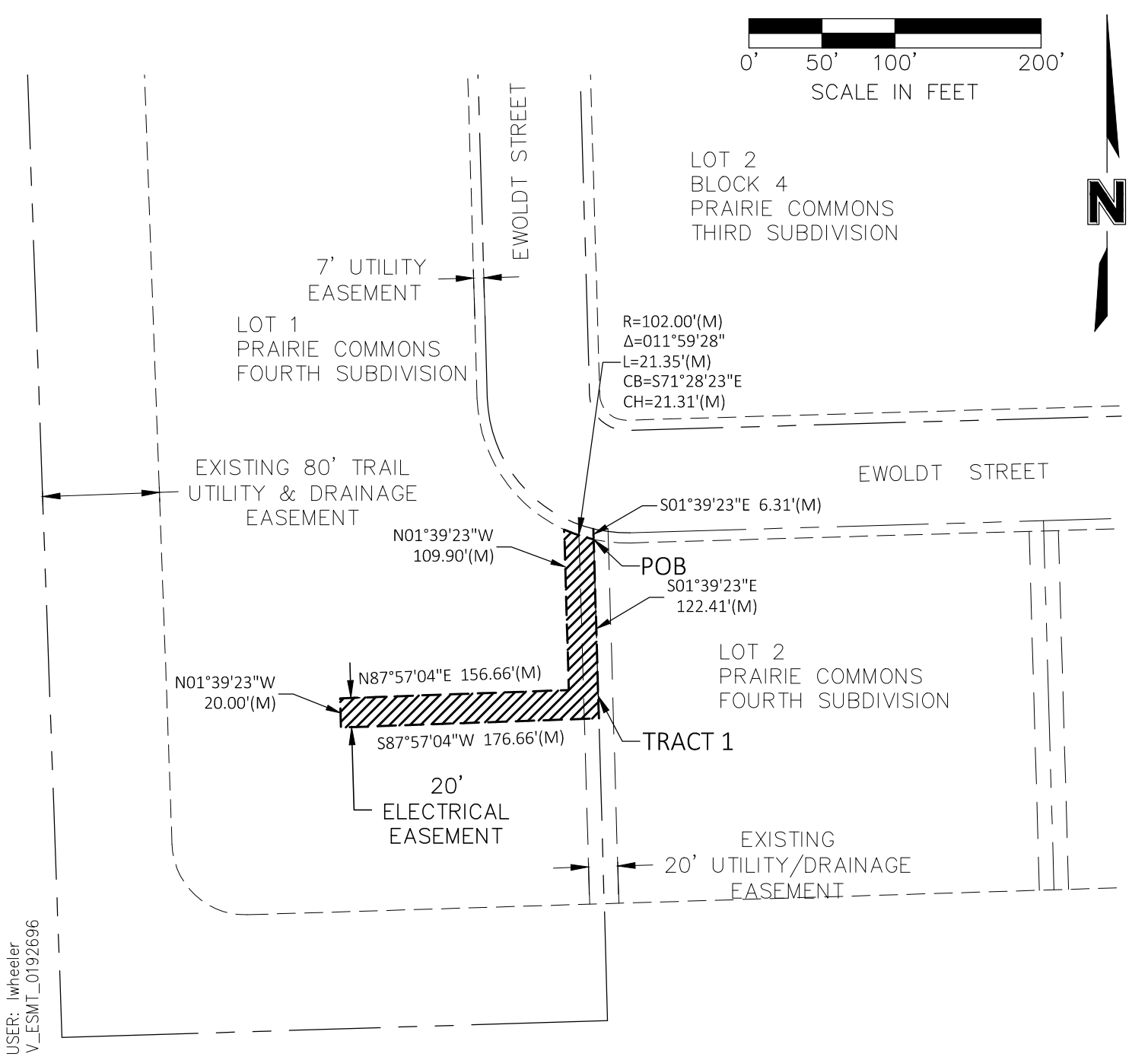
## **Recommendation**

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

## **Sample Motion**

Move to approve acquisition of the Utility Easement.

DWC: F:\2019\2501-3000\019-2696\40-Design\Survey\SRVY\Sheets\V\_ELC ESMT\_0192696.dwg  
DATE: Aug 10, 2021 10:13pm XREFS: V\_RWAY-PC 3RD\_61176 C\_PBASE\_0192696\_SPC



20' ELECTRICAL EASEMENT DESCRIPTION

A 20' ELECTRICAL EASEMENT LOCATED IN PART OF LOT 1, PRAIRIE COMMONS FOURTH SUBDIVISION, IN THE CITY OF GRAND ISLAND HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

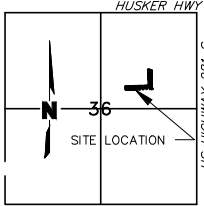
BEGINNING AT THE NORTHWEST CORNER OF LOT 2, PRAIRIE COMMONS FOURTH SUBDIVISION; THENCE ON AN ASSUMED BEARING OF S01°39'23"E, ALONG THE WEST LINE OF LOT 2, A DISTANCE OF 6.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S01°39'23"E ALONG SAID WEST LINE DISTANCE OF 122.41 FEET; THENCE S87°57'04"W A DISTANCE OF 176.66 FEET; THENCE N01°39'23"W A DISTANCE OF 20.00 FEET; THENCE N87°57'04"E A DISTANCE OF 156.66 FEET; THENCE N01°39'23"W A DISTANCE OF 109.90 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 11°59'28", A RADIUS OF 102.00 FEET, AND A CHORD BEARING OF S71°28'23"E A CHORD DISTANCE OF 21.31 FEET; TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 5648 SQUARE FEET OR 0.130 ACRES MORE OR LESS.


LEGEND

- PROPERTY LINE
- EXISTING EASEMENT LINE
- PROPOSED 20' ELECTRICAL EASEMENT

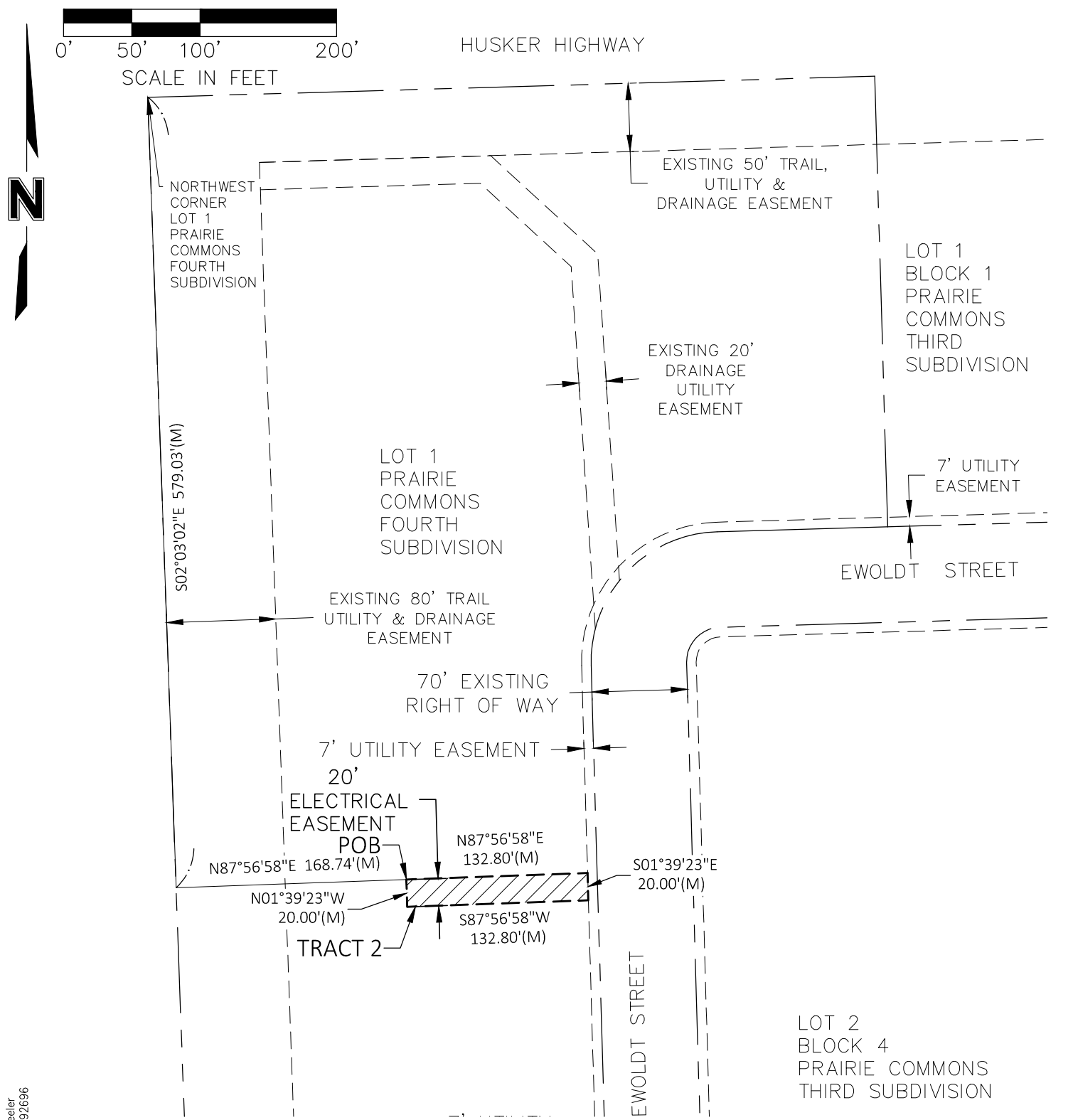
LOCATION MAP

SEC. 36 T11N-R10W  
NOT TO SCALE



PROJECT NO: 019-2696	20' ELECTRICAL EASEMENT-TRACT 1		201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750	EXHIBIT
DRAWN BY: SR				A
DATE: 07/12/2021				





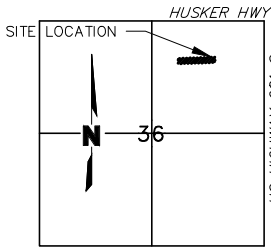
20' ELECTRICAL EASEMENT DESCRIPTION

A 20' ELECTRICAL EASEMENT LOCATED IN PART OF LOT 1, PRAIRIE COMMONS FOURTH SUBDIVISION, IN THE CITY OF GRAND ISLAND HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, PRAIRIE COMMONS FOURTH SUBDIVISION; THENCE ON AN ASSUMED BEARING OF S02°03'02"E, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 579.03 FEET; THENCE N87°56'58"E A DISTANCE OF 168.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N87°56'58"E A DISTANCE OF 132.80 FEET; THENCE S01°39'23"E A DISTANCE OF 20.00 FEET; THENCE S87°56'58"W A DISTANCE OF 132.80 FEET; THENCE N01°39'23"E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID 20' ELECTRICAL EASEMENT CONTAINS A CALCULATED AREA OF 2655 SQUARE FEET OR 0.061 ACRES MORE OR LESS.


LOCATION MAP

SEC. 36 T11N-R10W  
NOT TO SCALE



LEGEND

- PROPERTY LINE
- - - EXISTING EASEMENT LINE
- [Hatched Box] PROPOSED 20' ELECTRICAL EASEMENT

PROJECT NO: 019-2696	20' ELECTRICAL EASEMENT-TRACT 2		201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750	EXHIBIT
DRAWN BY: SR				B
DATE: 07/12/2021				



# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item E-5

### **Public Hearing on Acquisition of Utility Easement - 3540 Ewoldt Street (PCJV, LLC)**

*Council action will take place under Consent Agenda item G-7.*

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting:** September 28, 2021

**Subject:** Acquisition of Utility Easement – 3540 Ewoldt Street – PCJV, LLC

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

## **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire utility easement relative to the property of PCJV, LLC, located through a part of Lot Three (3), Block Two (2), Prairie Commons Third Subdivision, in the City of Grand Island, Hall County, Nebraska (3540 Ewoldt Street), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

PCJV, LLC, has requested a new electrical service for their new building located at 3540 Ewoldt Street. A new 225 kVA three-phase transformer will be installed along with approximately 150 linear feet of 4" conduit and 1/0 copper power cable to accommodate the new electrical service.

## **Alternatives**

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

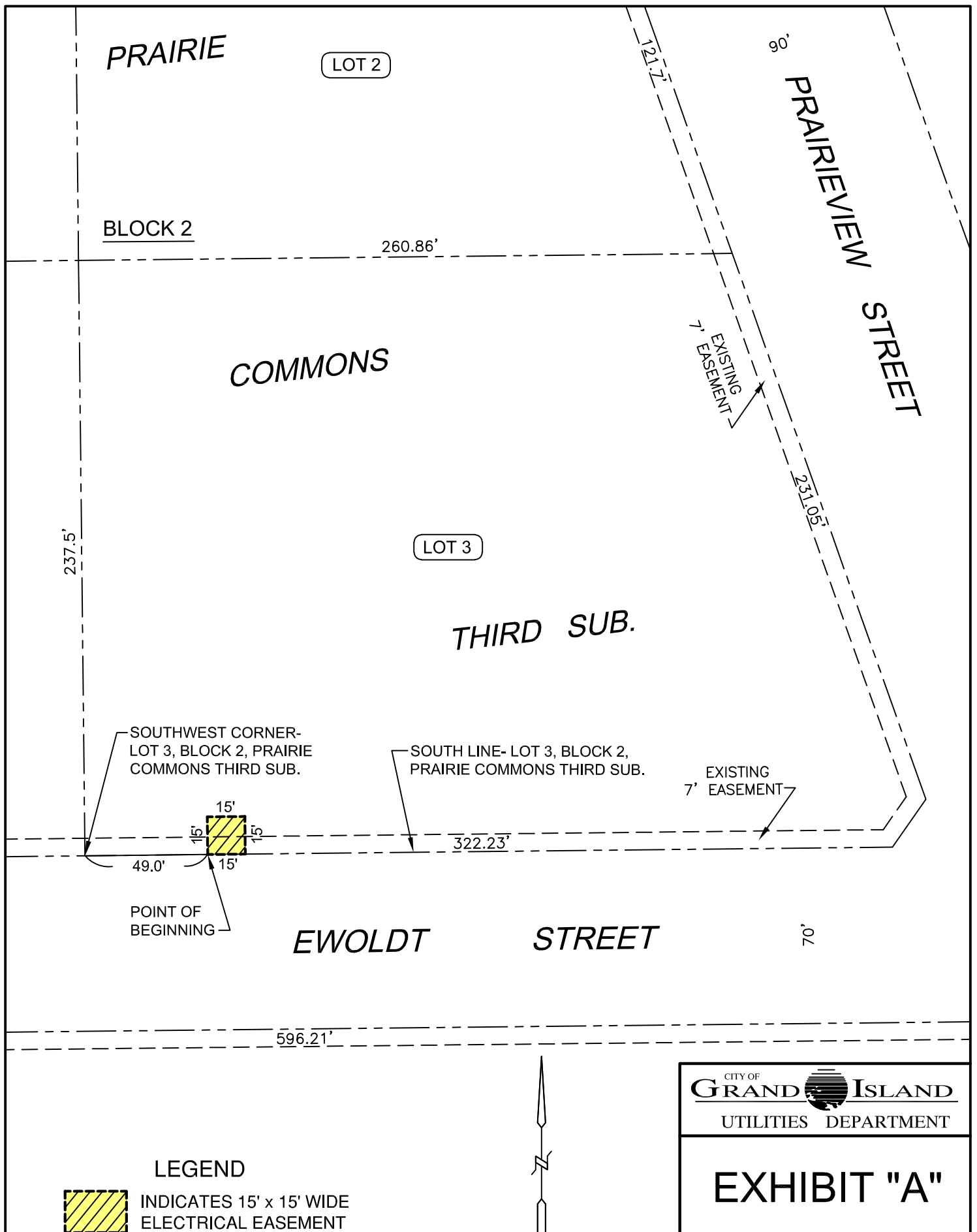
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

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

## **Sample Motion**

Move to approve acquisition of the Utility Easement.





# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item E-6

**Public Hearing on Acquisition of Permanent Sanitary Sewer and Lift Station Easements for Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4 (Hall County, Hall County Airport, and City of Grand Island)**

*Council action will take place under Consent Agenda item G-14.*

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



# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item E-7

### **Public Hearing on Acquisition of Public Easements in Lewis Acres Subdivision- 3225 W Wildwood Drive (42 Grand Island, LP)**

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

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

# **Council Agenda Memo**

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

**Meeting:** September 28, 2021

**Subject:** Public Hearing on Acquisition of Public Easements in Lewis Acres Subdivision- 3225 W Wildwood Drive (42 Grand Island, LP)

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

## **Background**

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

Public easements are necessary for the development of the Lewis Acres Subdivision. A sketch is attached to show the easement areas.

## **Discussion**

To allow for development of the Lewis Acres Subdivision it is requested that the City of Grand Island acquire public easements, according to the attached sketch.

There will be no cost of such action to the City.

## **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

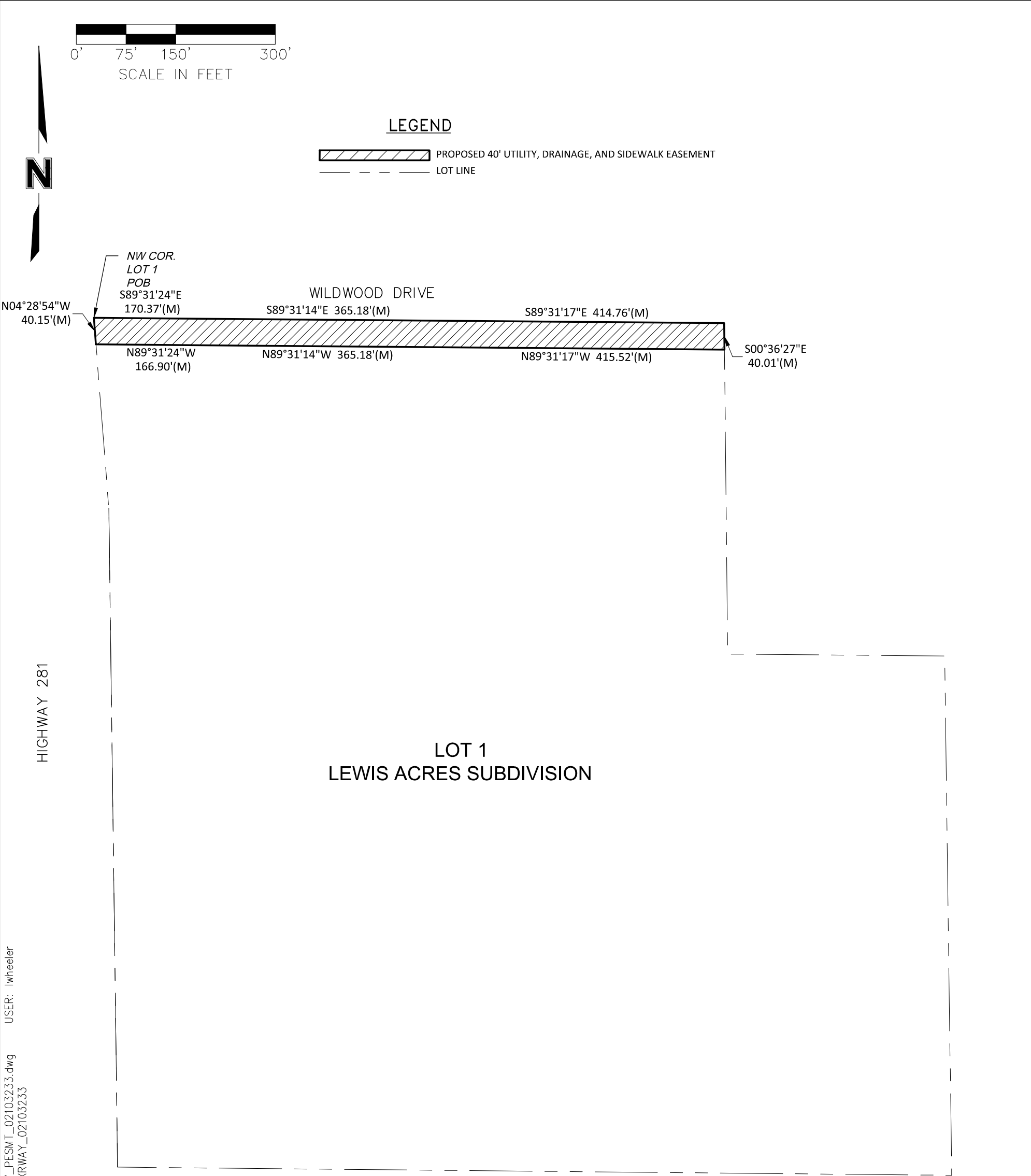
## **Recommendation**

City Administration recommends that the Council approve the acquisition of the public easements.

## **Sample Motion**

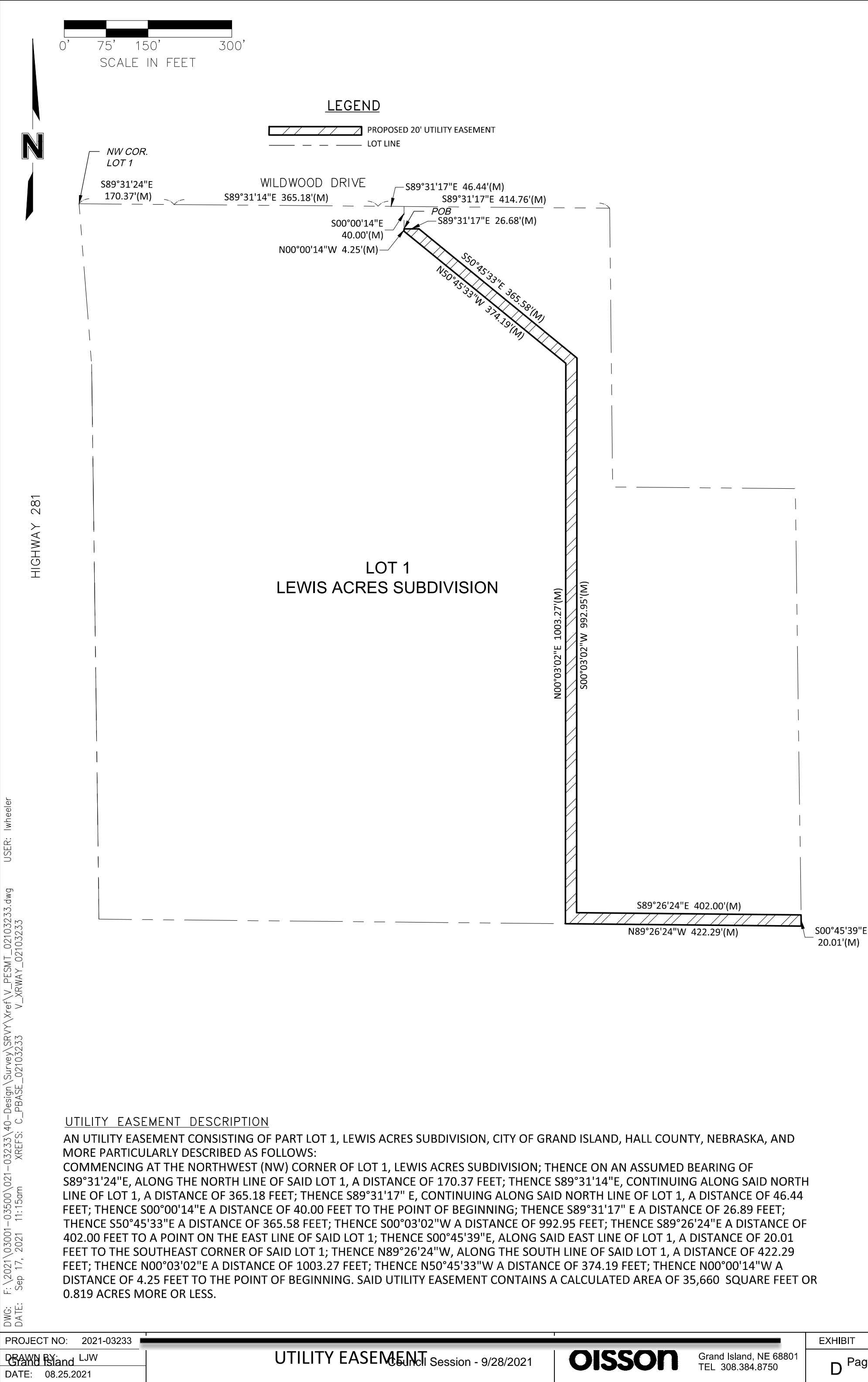
Move to approve the resolution.





UTILITY, DRAINAGE, AND SIDEWALK EASEMENT DESCRIPTION

AN UTILITY, DRAINAGE AND SIDEWALK EASEMENT CONSISTING OF PART LOT 1, LEWIS ACRES SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHWEST (NW) CORNER OF LOT 1, LEWIS ACRES SUBDIVISION; THENCE ON AN ASSUMED BEARING OF S89°31'24"E, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 170.37 FEET; THENCE S89°31'14"E, CONTINUING ALONG SAID NORTH LINE OF LOT 1, A DISTANCE OF 365.18 FEET; THENCE S89°31'17" E, CONTINUING ALONG SAID NORTH LINE OF LOT 1, A DISTANCE OF 414.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S00°36'27"E, ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 40.01 FEET; THENCE N89°31'17"W A DISTANCE OF 415.52 FEET; THENCE N89°31'14"W A DISTANCE OF 365.18 FEET; THENCE N89°31'24"W A DISTANCE OF 166.90 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE N04°28'54"W, ALONG SAID WEST LINE OF LOT 1, A DISTANCE OF 40.15 FEET; TO THE POINT OF BEGINNING. SAID UTILITY, DRAINAGE AND SIDEWALK EASEMENT CONTAINS A CALCULATED AREA OF 37,958 SQUARE FEET OR 0.871 ACRES MORE OR LESS.



UTILITY EASEMENT DESCRIPTION

AN UTILITY EASEMENT CONSISTING OF PART LOT 1, LEWIS ACRES SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHWEST (NW) CORNER OF LOT 1, LEWIS ACRES SUBDIVISION; THENCE ON AN ASSUMED BEARING OF S89°31'24"E, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 170.37 FEET; THENCE S89°31'14"E, CONTINUING ALONG SAID NORTH LINE OF LOT 1, A DISTANCE OF 365.18 FEET; THENCE S89°31'17" E, CONTINUING ALONG SAID NORTH LINE OF LOT 1, A DISTANCE OF 46.44 FEET; THENCE S00°00'14"E A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE S89°31'17" E A DISTANCE OF 26.89 FEET; THENCE S50°45'33"E A DISTANCE OF 365.58 FEET; THENCE S00°03'02"W A DISTANCE OF 992.95 FEET; THENCE S89°26'24"E A DISTANCE OF 402.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE S00°45'39"E, ALONG SAID EAST LINE OF LOT 1, A DISTANCE OF 20.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE N89°26'24"W, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 422.29 FEET; THENCE N00°03'02"E A DISTANCE OF 1003.27 FEET; THENCE N50°45'33"W A DISTANCE OF 374.19 FEET; THENCE N00°00'14"W A DISTANCE OF 4.25 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 35,660 SQUARE FEET OR 0.819 ACRES MORE OR LESS.



# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item F-1

**#9850 - Consideration of Annexation of Property Located at 1118 N. North Road (Lot 1 of Hanover 2nd Subdivision) (Second Reading)**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** September 28, 2021

**Subject:** Annexation of Property at 1118 N. North Road (Lot 1 of Hanover 2<sup>nd</sup> Subdivision)

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

## **Background**

The property at 1118 N. North Road consists of 1 single family home on 0.62 acres of property surrounded by the City of Grand Island on 3 sides - the north, south and west. There is a house to the south, Fire Station 4 to the north and a new subdivision to the west. The property is connected to city water and has city sewer available. The city of Grand Island maintains North Road to the east of the property.

Annexation of this property will facilitate the development of new and efficient election precincts and the planning department has received a request from the Hall County Election Commissioner to bring this item to the City Council for consideration.

At the August 10, 2021 meeting of the Grand Island City Council a resolution was passed indicating intent to annex property at 1118 N. North Road. The resolution also set the public hearing for annexation for September 14, 2021 and directed the planning department and other city staff as follows:

- to proceed with preparing annexation plans (as required and defined by statute),
- to notify property owners and school districts as required by law, and
- to forward the annexation plans to the Regional Planning Commission for review

The annexation plan is complete and was considered by the Regional Planning Commission after a public hearing at their meeting held September 1, 2021. This plan is available on the Grand Island City Website and from either the City Clerk or Regional Planning Department.

A map of the property and the annexation plan is attached.

## **Discussion**

Nebraska Revised Statute §16-117 provides for the process of annexation. Council approved Resolution #2021-200 on August 10, 2021 stating their intent to annex this property. An annexation plan has been prepared by staff and referred to the Regional Planning Commission for recommendation.

From the September 1, 2021 Planning Commission Meeting:

**Public Hearing – Annexation of 1118 N. North Road – Grand Island** – Public Hearing regarding the annexation plan for property located at 1118 N. North Road

O'Neill opened the public hearing:

Nabity stated the property is a single house located south of the fire station. Nabity explained that the property was not included when the subdivision to the south was done or when redevelopment of house to the south. All the property around this property was annexed. This property is the only piece that is not considered city limits. It is adjacent to the fire station. If there is a fire at the house Grand Island Fire Department will respond. City sewer will be available in the near future and the house is connected to city water. This annexation was requested by Hall County Election Commissioner to protect the integrity and confidentiality of ballots and simplify drawing election precinct boundaries. No comment was made by the property owner.

O'Neill closed the public hearing:

A motion was made by Rainforth and second by Allan to approve the annexation of property located at 1118 N. North Road and it is also urban and suburban in nature and contiguous with city limits and city infrastructure is in place.

The motion was carried with seven members voting yes (Nelson, Allan, O'Neill, Ruge, Rainforth, Hendrickesen and Randone) with no members voting no.

Annexation ordinances must be read on three separate occasions.

## **Alternatives**

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

1. Approve the Ordinance on Second Reading
2. Choose not to approve the Ordinance.
3. Modify the ordinance to change the areas under consideration for annexation.
4. Postpone the issue

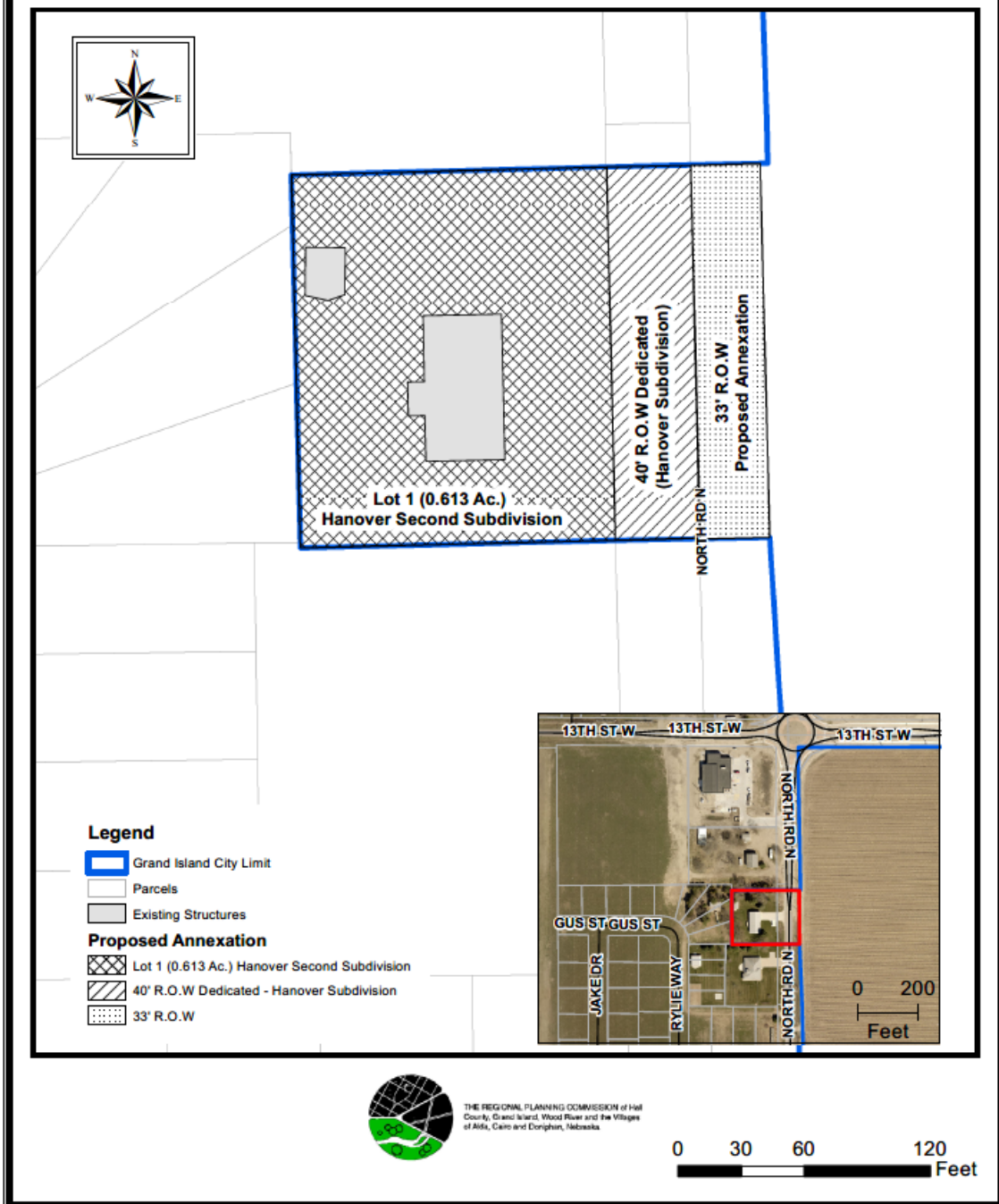
### **Recommendation**

That Council pass the ordinance for annexation as presented.

### **Sample Motion**

Move to approve the annexation ordinance on second reading as presented.

# PROPOSED ANNEXATION LOCATION MAP



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



\* This Space Reserved For Register of Deeds \*

### ORDINANCE NO. 9850

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 west North Road and south of 13<sup>th</sup> Street along with all adjoining public Right-of-Way in Hall County, Nebraska as more particularly described hereinafter and as shown on 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, the Grand Island City Council passed Resolution #2021-200 on August 10, 2021 stating their intent to annex said property and setting September 14, 2021 as the date for a public hearing on said annexation; and

WHEREAS, Resolution #2021-200 was published in The Grand Island Independent on August 30, 2021; and

WHEREAS, The City has prepared a plan for annexation in accordance with N.R.S.S §16-117; and

Approved as to Form	<input type="checkbox"/>	_____
September 24, 2021	<input type="checkbox"/>	City Attorney

ORDINANCE NO. 9850 (Cont.)

WHEREAS, after public hearing on September 1, 2021, the Regional Planning Commission recommended the approval of annexing into the City of Grand Island, the following tract of land in Hall County, Nebraska:

Lot 1 of Hanover Second Subdivision and all adjacent and contiguous rights-of-way; and

WHEREAS, after public hearing on September 14, 2021, the City Council of the City of Grand Island found and determined that such annexation be approved; and

WHEREAS, on September 14, 2021 the City Council of the City of Grand Island considered such annexation and approved such annexation on first reading and on September 28, 2021 approved such annexation on second reading and on October 12, 2021 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.

ORDINANCE NO. 9850 (Cont.)

(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 will have no impact on 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.

(E) The plan for extending City services is hereby approved and ratified as amended.

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.

ORDINANCE NO. 9850 (Cont.)

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.

Enacted: September 28, 2021.

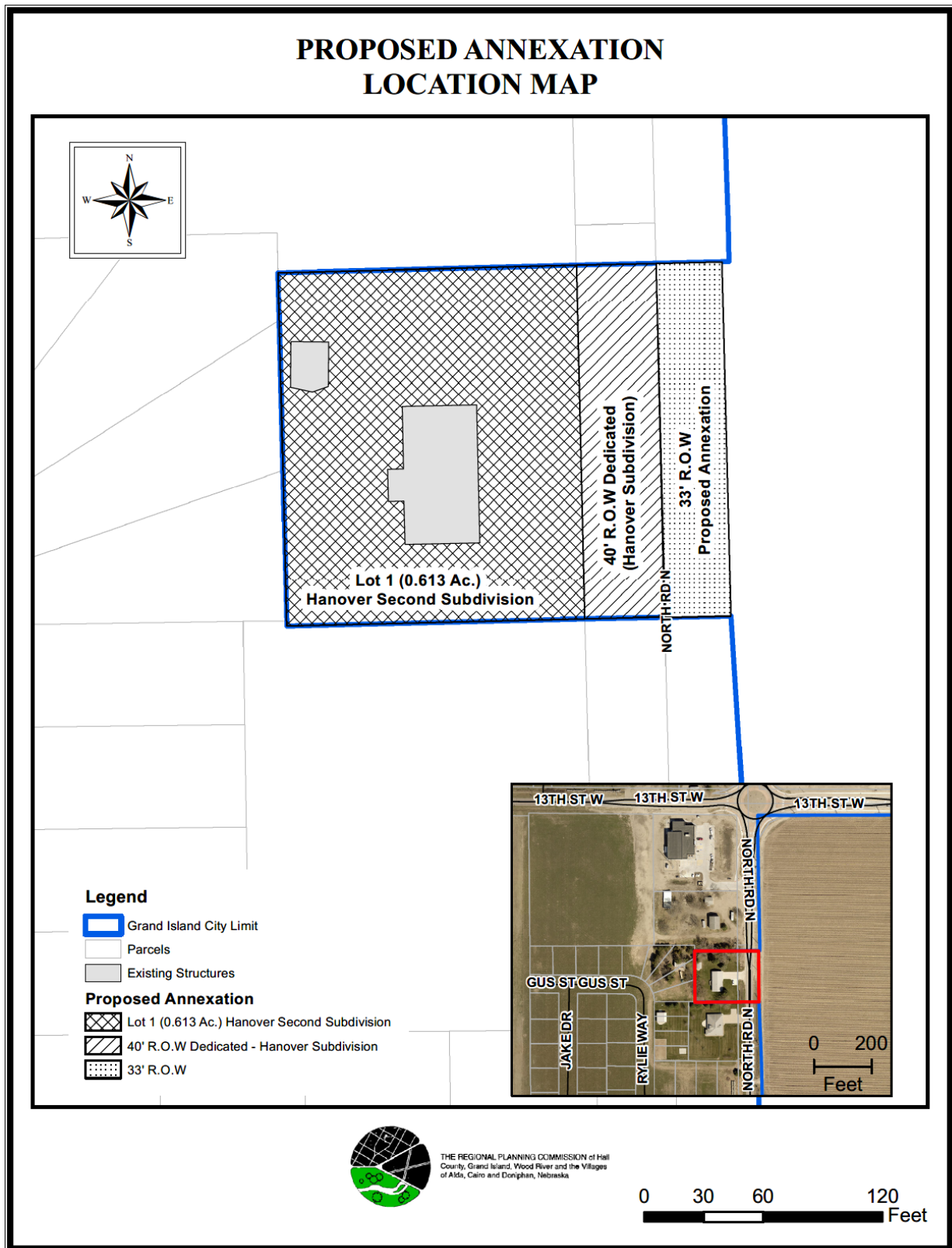
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Roger G. Steele, Mayor

Attest:

---

RaNae Edwards, City Clerk





# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item F-2

### #9851 - Consideration of Salary Ordinance

Staff Contact: Aaron Schmid, Human Resources Director

# **Council Agenda Memo**

**From:** Aaron Schmid, Human Resources Director

**Meeting:** September 28, 2021

**Subject:** Consideration of Approving Salary Ordinance No. 9851

**Presenter(s):** Aaron Schmid, Human Resources Director

## **Background**

The salary ordinance for employees of the City of Grand Island comes before Council when changes are necessary. The following explains the proposed changes to the salary ordinance.

## **Discussion**

The proposed salary ordinance recognizes the changes to the collective bargaining agreement between the City of Grand Island and the International Brotherhood of Electrical Workers, Grand Island Lodge No. 1597 effective October 1, 2021.

The ordinance amends the following:

- removes the Computer Operator classification,
- reassigns the Administrative Assistant Building – Part Time classification to non-union,
- amends shift differential of Public Safety Dispatchers,
- amends longevity pay to a lump sum, and
- amends wages for the Service/Clerical/Finance classifications.

The ordinance also includes wages for the Grants Administrator, Translator/Interpreter, and Community Service Officer – Part Time classifications.

## **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 proposed Salary Ordinance No. 9851.

## **Sample Motion**

Move to approve Salary Ordinance No. 9851.



## ORDINANCE NO. 9851

An ordinance to amend Ordinance 9842 known as the Salary Ordinance which lists the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska and established the ranges of compensation of such officers and employees; to amend the salary ranges of ~~non-union~~IBEW Service/Clerical/Finance employees ~~and those employees covered under the FOP labor agreement and the IAFF labor agreement; to remove the non-union positions and salary ranges of Golf Course Superintendent, Maintenance Worker — Golf, and Turf Management Specialist; to add the position and salary range for non-union Maintenance Worker Cemetery Part Time; ; to remove the IBEW Service/Clerical/Finance position and salary range of Computer Operator; to reassign the IBEW Service/Clerical/Finance position and salary range of Administrative Assistant Building - Part Time to the non-union group; to amend the salary range of the non-union position of Community Service Officer – Part Time to align with the Community Service Officer – Full Time in the IBEW Service/Clerical/Finance labor agreement; to add the non-union positions and salary ranges for Grants Administrator and Interpreter/Translator;~~ and to repeal those portions of Ordinance No. 9842 and any parts of other ordinances in conflict herewith; to provide for severability; to provide for the effective date thereof; and to provide for publication of this ordinance in pamphlet form.

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

SECTION 1. The currently occupied classifications of officers and general employees of the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by Personnel Rules & Regulations) to be paid for such

Approved as to Form	☐ _____
September 23, 2021	☐ City Attorney

ORDINANCE NO. 9851 (Cont.)

classifications, and the number of hours and work period which certain officers and general employees shall work prior to overtime eligibility are as follows:

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Accountant	28.2676/41.0956	Exempt
Accounting Technician – Solid Waste	20.8218/26.1926	40 hrs/week
<u>Administrative Assistant – Building – Part Time</u>	<u>20.4435/29.3215</u>	<u>40 hrs/week</u>
Administrative Coordinator – Public Works	23.8182/34.7669	40 hrs/week
Assistant Finance Director	36.6364/54.4021	Exempt
Assistant Public Works Director/Engineering	44.1891/67.2738	Exempt
Assistant Public Works Director of Wastewater	52.4948/73.3160	Exempt
Assistant Utilities Director – Engineering/Business Operations	57.3856/83.3704	Exempt
Assistant Utilities Director – Production	57.3856/83.3704	Exempt
Assistant Utilities Director – Transmission	57.3856/83.3704	Exempt
Attorney	38.4573/56.8206	Exempt
Building Department Director	43.7705/64.7396	Exempt
Cemetery Superintendent	27.8026/40.1660	Exempt
City Administrator	83.5875/96.3450	Exempt
City Attorney	56.1473/77.4553	Exempt
City Clerk	36.2973/48.1076	Exempt
Civil Engineer I	31.3740/44.5826	Exempt
Civil Engineer II	36.3159/52.2973	Exempt
Collection System Supervisor	27.7512/41.1137	40 hrs/week
Community Development Administrator	24.6956/36.6738	40 hrs/week
Community Service Officer – Part time	<del>17.0793/24.1383</del> <u>17.5592/24.6211</u>	40 hrs/week
Custodian – Library, Police	16.5211/22.1077	40 hrs/week
Customer Service Representative	11.2934/15.4904	40 hrs/week
Customer Service Team Leader	22.9229/32.7796	Exempt
Deputy City Clerk	29.0378/38.4860	40 hrs/week
Electric Distribution Superintendent	41.9336/57.6781	Exempt
Electric Distribution Supervisor	38.8735/53.7222	40 hrs/week
Electric Underground Superintendent	41.2596/57.4986	Exempt
Electrical Engineer I	31.4980/43.8334	Exempt
Electrical Engineer II	35.2926/50.7006	Exempt

ORDINANCE NO. 9851 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Emergency Management Deputy Director	30.7543/45.1964	Exempt
Emergency Management Director	43.7705/64.7396	Exempt
Engineer I – Public Works	34.6000/49.9636	Exempt
Engineer I – WWTP	34.6000/49.9636	Exempt
Engineering Technician - WWTP	23.4063/33.6893	40 hrs/week
Equipment Operator - Solid Waste	22.0125/28.9944	40 hrs/week
Finance Director	49.6760/74.7189	Exempt
Finance Operations Supervisor	27.4819/38.6171	Exempt
Fire Chief	51.3028/73.2971	Exempt
Fire EMS Division Chief	43.5279/58.8883	Exempt
Fire Operations Division Chief	43.5279/58.8883	Exempt
Fire Prevention Division Chief	43.5279/58.8883	Exempt
Fleet Services Shop Foreman	27.8789/41.2434	40 hrs/week
GIS Coordinator - PW	30.3065/45.2375	Exempt
<u>Grants Administrator</u>	<u>28.2676/41.0956</u>	<u>40 hrs/week</u>
Grounds Management Crew Chief – Cemetery	22.2425/33.6894	40 hrs/week
Grounds Management Crew Chief – Parks	24.3158/34.9630	40 hrs/week
Human Resources Director	44.5499/66.8681	Exempt
Human Resources Benefits/Risk Mgmt Coordinator	26.7780/40.3274	40 hrs/week
Human Resources Recruiter	26.7780/40.3274	40 hrs/week
Human Resources Specialist	26.7780/40.3274	40 hrs/week
Information Technology Manager	42.0401/63.5004	Exempt
<u>Interpreter/Translator</u>	<u>17.5507/26.3534</u>	<u>40 hrs/week</u>
Legal Secretary	22.5094/33.5515	40 hrs/week
Librarian I	26.4156/35.7006	Exempt
Librarian II	30.6949/39.4211	Exempt
Library Assistant I	17.6104/25.4509	40 hrs/week
Library Assistant II	21.7632/30.8094	40 hrs/week
Library Director	48.5101/73.1620	Exempt
Library Page	12.5198/17.2716	40 hrs/week
Library Secretary	18.5589/25.9374	40 hrs/week
Maintenance Worker – Cemetery Part Time	15.7820/23.3988	40 hrs/week
Meter Reader – Part Time	20.8602/27.9301	40 hrs/week
Meter Reader Supervisor	26.5439/34.2119	Exempt
MPO Program Manager	29.8575/44.2044	Exempt

ORDINANCE NO. 9851 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Office Manager – Police Department	22.5835/33.4954	40 hrs/week
Parks and Recreation Director	47.9659/71.9623	Exempt
Parks Superintendent	35.5843/52.3295	Exempt
Payroll Specialist	23.7770/34.7883	40 hrs/week
Planner I	26.2252/39.0590	40 hrs/week
Planning Director	44.7728/66.3355	Exempt
Police Captain	41.0025/59.7113	Exempt
Police Chief	48.7891/76.6353	Exempt
Power Plant Maintenance Supervisor	40.0363/55.8464	Exempt
Power Plant Operations Supervisor	40.6060/57.8480	Exempt
Power Plant Superintendent – Burdick	49.9228/70.8321	Exempt
Power Plant Superintendent – PGS	52.8326/76.7941	Exempt
Public Works Director	50.6938/76.5018	Exempt
Public Works Engineer	35.9586/53.6866	Exempt
Receptionist	17.5507/26.3534	40 hrs/week
Recreation Coordinator	26.0828/37.0175	Exempt
Recreation Superintendent	34.2833/50.4243	Exempt
Regulatory and Environmental Manager	43.3598/57.4829	Exempt
Senior Civil Engineer	41.2645/61.1740	Exempt
Senior Electrical Engineer	42.8924/61.3995	Exempt
Senior Public Safety Dispatcher	23.2192/30.4183	40 hrs/week
Senior Utility Secretary	19.6160/27.4180	40 hrs/week
Shooting Range Superintendent	31.4890/47.2754	Exempt
Solid Waste Division Clerk - Full Time	21.3908/26.9660	40 hrs/week
Solid Waste Division Clerk - Part Time	19.2517/24.2694	40 hrs/week
Solid Waste Foreman	26.4749/36.9540	40 hrs/week
Solid Waste Superintendent	36.2099/53.8010	Exempt
Street Superintendent	33.7851/49.3640	Exempt
Street Foreman	26.9844/39.9813	40 hrs/week
Transit Program Manager	30.1356/45.2410	Exempt
Utilities Director	75.7041/105.1509	Exempt
Utility Production Engineer	41.0193/59.6150	Exempt
Utility Warehouse Supervisor	30.0775/41.1263	40 hrs/week
Victim Assistance Unit Coordinator	18.4893/25.8710	40 hrs/week
Victim/Witness Advocate	16.9519/23.7076	40 hrs/week

ORDINANCE NO. 9851 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Wastewater Plant Chief Operator	27.3718/38.4983	40 hrs/week
Wastewater Plant Operations Engineer	49.9946/69.8306	Exempt
Wastewater Plant Maintenance Supervisor	28.0480/41.0928	40 hrs/week
Wastewater Plant Regulatory Compliance Manager	33.9519/41.9795	Exempt
Water Superintendent	35.2743/52.1246	Exempt
Water Supervisor	28.7632/42.1517	40 hrs/week
Worker / Seasonal	9.0000/20.0000	Exempt
Worker / Seasonal	9.0000/20.0000	40 hrs/week
Worker / Temporary	9.0000/20.0000	40 hrs/week
Worker / Parks & Recreation Part time	9.0000/20.0000	40 hrs/week

Aquatics staff who refer new lifeguards will receive a stipend for the referral, upon meeting the following criteria:

- The referral cannot have worked as a City of Grand Island lifeguard in the past.
- The referral must pass a background check, complete and pass a free lifeguard class, and work for at least 80 hours.
- Aquatics staff shall be paid for their referral as follows:
  - 1 referral – \$50.00
  - 2 referrals - \$75.00
  - 3 or more referrals - \$100.00

SECTION 2. The currently occupied classifications of employees of the City of Grand Island included under the AFSCME labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the AFSCME labor agreement shall work prior to overtime eligibility are as follows:

ORDINANCE NO. 9851 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Equipment Operator – Streets	20.8650/30.9087	40 hrs/week
Fleet Services Mechanic	23.3145/34.5422	40 hrs/week
Horticulturist	23.8961/35.4669	40 hrs/week
Maintenance Worker – Cemetery	19.7275/29.2485	40 hrs/week
Maintenance Worker – Parks	19.4596/28.8679	40 hrs/week
Maintenance Worker – Streets	19.4506/28.8342	40 hrs/week
Senior Equipment Operator – Streets	22.3929/33.2126	40 hrs/week
Senior Maintenance Worker – Streets	22.2384/32.9835	40 hrs/week
Traffic Signal Technician	22.0846/32.7555	40 hrs/week

SECTION 3. The currently occupied classifications of employees of the City of Grand Island included under the IBEW Utilities labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW Utilities labor agreement shall work prior to overtime eligibility are as follows:

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Administrative Assistant-Utilities	21.9201/31.1427	40 hrs/week
Custodian	17.3168/21.4065	40 hrs/week
Electric Distribution Crew Chief	38.9666/50.8883	40 hrs/week
Electric Underground Crew Chief	38.9666/50.8883	40 hrs/week
Engineering Technician I	25.6354/33.5904	40 hrs/week
Engineering Technician II	32.4212/42.0591	40 hrs/week
Instrument Technician	34.3553/45.2280	40 hrs/week
Lineworker Apprentice	26.6079/36.6610	40 hrs/week
Lineworker First Class	33.0441/41.8296	40 hrs/week
Materials Handler	31.0007/38.0597	40 hrs/week
Meter Reader	20.8602/27.9301	40 hrs/week
Meter Technician	31.3285/36.6107	40 hrs/week
Power Dispatcher I	33.7325/40.5910	40 hrs/week
Power Dispatcher II	40.1796/48.0800	40 hrs/week

ORDINANCE NO. 9851 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Power Plant Maintenance Mechanic	31.9732/42.0591	40 hrs/week
Power Plant Operator	34.5848/41.9279	40 hrs/week
Senior Engineering Technician	33.2735/43.6982	40 hrs/week
Senior Materials Handler	33.4702/43.5889	40 hrs/week
Senior Meter Reader	22.0869/28.7680	40 hrs/week
Senior Power Dispatcher	46.4846/54.8986	40 hrs/week
Senior Power Plant Operator	40.6167/48.5947	40 hrs/week
Senior Substation Technician	39.6994/44.7362	40 hrs/week
Senior Water Maintenance Worker	25.8211/35.9365	40 hrs/week
Substation Technician	39.5895/41.3051	40 hrs/week
Systems Technician	38.9776/45.0094	40 hrs/week
Tree Trim Crew Chief	30.7493/41.4471	40 hrs/week
Utility Electrician	31.9513/42.3869	40 hrs/week
Utility Groundman	20.0188/28.0000	40 hrs/week
Utility Secretary	21.0568/29.3725	40 hrs/week
Utility Technician	34.2461/42.5617	40 hrs/week
Utility Warehouse Clerk	23.8324/30.1483	40 hrs/week
Water Maintenance Worker	24.6738/32.5960	40 hrs/week
Wireworker I	23.8324/36.0600	40 hrs/week
Wireworker II	33.0441/41.8296	40 hrs/week

SECTION 4. The currently occupied classifications of employees of the City of Grand Island included under the FOP labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the FOP labor agreement shall work prior to overtime eligibility are as follows:

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	
Police Officer	24.0225/38.1427	
Police Sergeant	33.2774/45.2590	
Police Lieutenant	36.7071/51.5830	

ORDINANCE NO. 9851 (Cont.)

OVERTIME ELIGIBILITY

The City has reserved its right to the utilization of the 207(k) FLSA exemption. The pay period for purposes of calculating overtime shall consist of a fourteen (14) day cycle that runs concurrent with the City's current payroll cycle. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked, vacation, personal leave and holiday hours. Employees shall be eligible for overtime when they exceed their hours scheduled for work in the fourteen (14) day pay cycle with a minimum of eighty (80) hours. All work completed after eighty (80) hours in a pay period that is performed for work that is funded by grants from parties outside or other than the City of Grand Island, shall be paid overtime for the time worked after eighty (80) hours, if the time is funded at overtime rates by the grant.

A lateral hiring incentive is provided, namely for certified applicants, One-Thousand Five Hundred Dollars (\$1,500) certification credit and fifty (50) hours of compensatory time if eligible.

SECTION 5. The currently occupied classifications of employees of the City of Grand Island included under the IAFF labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the IAFF labor agreement shall work prior to overtime eligibility are as follows:

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Fire Captain	23.0309/29.6326	212 hrs/28 days
Firefighter / EMT	17.3619/24.2884	212 hrs/28 days
Firefighter / Paramedic	18.7687/26.5120	212 hrs/28 days
Life Safety Inspector	26.4868/34.5345	40 hrs/week
Battalion Chief	29.6036/34.1068	212 hrs/28 days



ORDINANCE NO. 9851 (Cont.)

IAFF employees, with the exception of the Life Safety Inspector, will be eligible for overtime pay for hours worked in excess of 212 hours in each 28-day pay period, unless recall or mandatory overtime is required as specified in the IAFF labor agreement. When an employee is assigned as an Apparatus Operator (not including ambulance or service vehicles) the employee will receive an additional fifty cents (\$.50) per hour.

SECTION 6. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW Wastewater Treatment Plant labor agreement, and the ranges of compensation salary and wages, excluding shift differential as provided by contract, to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW Wastewater Treatment Plant labor agreement shall work prior to overtime eligibility are as follows:

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Accounting Technician – WWTP	18.8680/28.2987	40 hrs/week
Biosolids Technician	23.0200/33.9453	40 hrs/week
Equipment Operator – WWTP	21.3138/ 29.8620	40 hrs/week
Lead Maintenance Mechanic	23.4477/33.9307	40 hrs/week
Lead Maintenance Worker	22.5717/31.7608	40 hrs/week
Lead Wastewater Plant Operator	25.1151/36.0041	40 hrs/week
Maintenance Mechanic I	19.9733/30.0117	40 hrs/week
Maintenance Worker – WWTP	19.9316/29.5334	40 hrs/week
Stormwater Program Manager	24.5901/36.8334	40 hrs/week
Wastewater Plant Laboratory Technician	22.7916/31.5683	40 hrs/week
Wastewater Plant Operator I	20.5507/28.8558	40 hrs/week
Wastewater Plant Operator II	23.3588/33.0438	40 hrs/week

SECTION 7. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW Service/Clerical/Finance labor agreement, and the ranges of compensation salary and wages to be paid for such classifications, and the number of

ORDINANCE NO. 9851 (Cont.)

hours and work period which certain such employees included under the IBEW Service/Clerical/Finance labor agreement shall work prior to overtime eligibility are as follows:

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Accounting Clerk	<u>17.7758/25.7665</u> <u>18.1313/26.2818</u>	40 hrs/week
Accounting Technician – Streets	<u>21.2972/27.9410</u> <u>21.7231/28.4998</u>	40 hrs/week
Accounts Payable Clerk	<u>20.0515/28.3453</u> <u>20.4525/28.9122</u>	40 hrs/week
Administrative Assistant-Bldg, Fire, Parks, Planning	<u>20.0426/28.7466</u> <u>20.4435/29.3215</u>	40 hrs/week
Administrative Assistant – Public Works	<u>21.1770/30.6510</u> <u>21.6005/31.2640</u>	40 hrs/week
Audio Video Technician	<u>24.0072/32.3010</u> <u>24.4873/32.9470</u>	40 hrs/week
Building Inspector	<u>23.5373/35.2842</u> <u>24.0080/35.9899</u>	40 hrs/week
Cashier	<u>18.2595/25.0890</u> <u>18.6247/25.5908</u>	40 hrs/week
Community Service Officer	<u>17.0793/24.1383</u> <u>17.5592/24.6211</u>	40 hrs/week
<del>Computer Operator</del>	<u>23.8896/32.7818</u>	<del>40 hrs/week</del>
Computer Technician	<u>25.0125/35.9070</u> <u>25.5128/36.6251</u>	40 hrs/week
Crime Analyst	<u>24.6410/31.8421</u> <u>25.1338/32.4789</u>	40 hrs/week
Electrical Inspector	<u>23.7012/35.2077</u> <u>24.1752/35.9119</u>	40 hrs/week
Emergency Management Coordinator	<u>21.1661/30.6510</u> <u>21.5894/31.2640</u>	40 hrs/week
Engineering Technician – Public Works	<u>23.6944/33.4167</u> <u>24.1683/34.0850</u>	40 hrs/week
Evidence Technician	<u>19.8439/28.8589</u> <u>20.2408/29.4361</u>	40 hrs/week
GIS Coordinator	<u>30.4621/45.8945</u> <u>31.0713/46.8124</u>	40 hrs/week
Maintenance Worker I – Building, Library, Police	<u>16.8177/23.8105</u> <u>17.1541/24.2867</u>	40 hrs/week
Maintenance Worker II – Building, Library, Police	<u>19.7674/26.6079</u> <u>20.1627/27.1401</u>	40 hrs/week
Payroll Clerk	<u>20.5214/28.7387</u> <u>21.2139/29.9773</u>	40 hrs/week
Plans Examiner	<u>23.4608/35.2842</u> <u>23.9582/35.9899</u>	40 hrs/week
Plumbing/Mechanical Inspector	<u>23.7122/34.8689</u>	40 hrs/week

ORDINANCE NO. 9851 (Cont.)

	<u>24.1864/35.5663</u>	
Police Records Clerk	<u>17.7268/25.1785</u> <u>18.0813/25.6821</u>	40 hrs/week
Public Safety Dispatcher	<u>21.3628/28.2361</u> <u>21.7901/28.8008</u>	40 hrs/week
Senior Accounting Clerk	<u>19.8876/28.3016</u> <u>20.2854/28.8676</u>	40 hrs/week
Shooting Range Operator	<u>26.1052/35.1312</u> <u>26.6273/35.8338</u>	40 hrs/week
Wastewater Secretary	<u>19.9641/28.1814</u> <u>20.3634/28.7450</u>	40 hrs/week

The hourly rates for Community Service Officers training new Community Service Officers shall increase three percent (3%) during the training period.

SECTION 8. A shift differential of ~~twenty-five~~fifty cents (\$0.~~25~~50) per hour shall be added to the base hourly wage for persons in the non-union employee classification of Senior Public Safety Dispatcher who work any hours or portion thereof between 3:00 p.m. and 11:00 p.m. Employees who work any hours or portion thereof from 11:00 p.m. to 7:00 a.m. will receive a shift differential of ~~thirtyseventy~~-five cents (\$0.~~35~~75) per hour. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay.

A shift differential of ~~twenty-five~~fifty cents (\$0.~~25~~50) per hour shall be added to the base hourly wage for persons covered by the IBEW Service/Clerical/Finance labor agreement in the employee classification Public Safety Dispatcher who work a complete shift between 3:00 p.m. and 11:00 p.m. A shift differential of ~~thirtyseventy~~-five cents (\$0.~~35~~75) per hour shall be added to the base hourly wage for persons covered by the IBEW Service/Clerical/Finance labor agreement in the employee classification of Public Safety Dispatcher who work a complete shift between 11:00 p.m. to 7:00 a.m. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift

ORDINANCE NO. 9851 (Cont.)

differential pay. A shift differential of \$0.25 per hour shall be added to the base hourly wage for persons who work rotating shifts covered by the IBEW Utilities labor agreement in the employee classifications of Power Dispatcher I, Power Dispatcher II, Power Plant Operator, Senior Power Dispatcher and Senior Power Plant Operator. All employees covered under the FOP labor agreement and are regularly assigned to a shift whose majority of hours occur between 1800 hours and 0600 hours, shall be paid an additional forty-five cents (\$0.45) per hour. Full time employees covered in the AFSCME labor agreement normally assigned to a work schedule commencing between 4 a.m. and 11 a.m., who are temporarily assigned to a work schedule commencing before 4 a.m. or after 11 a.m., shall receive a shift differential of twenty-five cents (\$0.25) per hour added to the base hourly rate for the hours worked during such temporary assignment. Full time employees covered in the IBEW Wastewater Treatment Plant labor agreement who are regularly scheduled to work swing shift will receive an additional twenty-five cents (\$0.25) per hour; employees who are regularly schedule to work graveyard shift will receive an additional thirty-five cents (\$0.35) per hour for wages attributable to those shifts. Employees working twelve (12) or ten (10) hour shifts will receive an additional twenty-five cents (\$0.25) per hour for wages attributable to the evening shift.

The classification of employees included under labor agreements with the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees shall work prior to overtime eligibility are as stated above.

Each employee covered by the IAFF labor agreement after their first year, except Life Safety Inspector, will be credited Five Hundred Twenty-five dollars (\$525.00) annual credit to be used for the purchase of the uniform item purchases as needed. New hires will receive Four

ORDINANCE NO. 9851 (Cont.)

Hundred dollars (\$400.00) credit for the purchase of initial uniforms. After probation they shall receive an additional Five Hundred dollars (\$500.00) for the purchase of a Class A uniform or other items as necessary. All employees of the FOP labor agreement shall be paid a clothing and uniform allowance in addition to regular salary at the rate of Three Hundred Twenty-five dollars (\$325.00) semi-annually. New employees covered by the IBEW Utilities labor agreement who are required to wear full fire retardant (FR) clothing will be eligible for a one-time reimbursement up to One Thousand Two Hundred dollars (\$1,200.00) to purchase or rent required uniforms. All other employees required to wear full FR clothing will be eligible for reimbursement up to Seven Hundred (\$700.00) in Years 1 and 2; in Year 3 eligible up to One Thousand dollars (\$1,000.00). The non-union position of Meter Reader Supervisor who are required to wear full fire retardant clothing will be eligible for an annual stipend of Seven Hundred dollars (\$700.00) in Years 1 and 2; in Year 3 eligible up to One Thousand dollars (\$1,000.00) to purchase or rent required uniforms. Those employees who are required to wear partial fire retardant clothing will be eligible for an annual stipend of Three Hundred Fifty dollars (\$350.00). Employees will be reimbursed for said purchases with a receipt showing proof of purchase. Employees in the non-union Community Service Officer Part Time position shall be paid a prorated uniform allowance based on hours worked, not to exceed Twenty-five dollars (\$25.00) per pay period. Full-time Community Services Officers shall be paid a uniform allowance at the rate of Twenty-five dollars (\$25.00) per pay period.

Fire Chief and Fire Division Chiefs shall be paid a clothing allowance of Four Hundred Eighty-four dollars and eight cents (\$484.08) per year, divided into twenty-four (24) pay periods. Police Chief and Police Captains shall be paid a clothing allowance of Six hundred Fifty dollars (\$650.00) per year, divided into twenty-six (26) pay periods.

ORDINANCE NO. 9851 (Cont.)

Non-union employees and employees covered by the AFSCME labor agreement, FOP labor agreement, IAFF labor agreement, IBEW Service/Clerical/Finance and Wastewater Treatment Plant labor agreements may receive an annual stipend not to exceed One Thousand Five Hundred dollars (\$1,500.00) for bilingual pay.

Employees covered by the AFSCME labor agreement shall be granted a meal allowance of Ten Dollars (\$10.00) if they are required to work two (2) hours overtime consecutively with their normal working hours during an emergency situation, and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Employees covered by the IBEW-Utilities labor agreement and the IBEW-Wastewater Treatment Plant labor agreement shall be allowed a meal allowance for actual cost, or up to Twelve dollars (\$12.00) per meal, if they are required to work two (2) hours overtime consecutively with their normal working hours and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Direct supervisors of employees who are covered by labor agreements which allow overtime meal allowance shall be entitled to the same meal allowance benefit. Non-exempt direct supervisors of employees who are covered by labor agreements which allow stand-by pay shall be entitled to the same stand-by pay benefit.

Utilities Department personnel in the IBEW bargaining unit and the classifications of Meter Reader Supervisor, Power Plant Superintendent, Power Plant Supervisor, Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent, Water Supervisor, and Electric Underground Superintendent shall be eligible to participate in a voluntary uniform program providing an allowance up to Eighteen dollars (\$18.00) per month. When protective clothing is required for personnel covered by the IBEW Utilities, the non-union position of Meter Reader – Part Time, and IBEW Wastewater Treatment Plant labor agreements

ORDINANCE NO. 9851 (Cont.)

and employees covered by the AFSCME labor agreement, except the Fleet Services Division of the Public Works Department, the City shall pay sixty percent (60%) of the actual cost of providing and cleaning said clothing and the employees forty percent (40%) of said cost. Full-time Fleet Services personnel shall receive a uniform allowance of Twelve Dollars (\$12) biweekly. Public Works Department personnel in the job classifications of Fleet Services Shop Foreman and Fleet Services Mechanic shall receive a tool allowance of Thirty dollars (\$30.00) biweekly.

SECTION 9. Employees shall be compensated for unused medical leave as follows:

1. (A) All employees covered in the IBEW Utilities labor agreement shall have a contribution to a VEBA made on their behalf for fifty-three percent (53%) of their accumulated medical leave at the time of their retirement, early retirement, or death, not to exceed five hundred eighty-six and eighteen hundredths (586.18) hours [calculated at 53% x 1,106 hours], the rate of compensation to be based on the employee's salary at the time of retirement or death. Employees covered in the IAFF labor agreement, with the exception of Life Safety Inspector, shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-eight percent (38%) of their accumulated medical leave at the time of their retirement, not to exceed six hundred five and thirty-four hundredths hours (605.34) [calculated at 38% x 1,593 hours]. The Life Safety Inspector shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two

ORDINANCE NO. 9851 (Cont.)

(542) hours [calculated at  $50\% \times 1,084 = 542$ ]. The amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the IBEW Service/Clerical/Finance labor agreements shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-five percent (35%) of their accumulated medical leave at the time of retirement, early retirement, or death, based on the employee's salary at the time of retirement, not to exceed four-hundred sixty-eight and sixty-five-hundredths (468.65) hours [calculated at  $35\% \times 1,339$  hours]. Employees covered by the IBEW Wastewater labor agreement shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-six percent (36%) of their accumulated medical leave at the time of retirement, early retirement, or death, based on the employee's salary at the time of retirement not to exceed four-hundred eighty-two and four-hundredths hours (482.04) [calculated at  $36\% \times 1,339$  hours]. Non-union employees shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty-three percent (53%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred eighty-six and eighteen-hundredths (586.18) hours [calculated at  $53\% \times 1,106$  hours]. The amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the AFSCME labor agreement shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-five percent (35%) of their accumulated medical leave bank at the time of their retirement, based on the employee's salary at the time of retirement not to exceed four hundred sixty-



ORDINANCE NO. 9851 (Cont.)

eight and sixty-five hundredths hours (468.65) [calculated at 35% x 1,339 hours]. Employees covered under the FOP labor agreement shall be paid twenty percent (20%) for their accumulated medical leave at separation of employment after twenty (20) years of service; forty percent (40%) for their accumulated medical leave at separation of employment after twenty-five (25) years of service; fifty percent (50%) of accumulated medical leave for a death not occurring in the line of duty and one hundred percent (100%) of accumulated medical leave for a death occurring in the line of duty. The rate of compensation is based on the employee's salary at the time of separation. The payout for medical leave shall be made to a VEBA made on their behalf in lieu of payment.

(B) The City Administrator and department heads shall have a contribution made to their VEBA for one-half (1/2) of their accumulated medical leave, not to exceed thirty (30) days of pay, upon their resignation, the rate of compensation to be based upon the salary at the time of termination. Compensation for unused medical leave at retirement shall be as provided for non-union employees.

(C) The death of an employee shall be treated the same as retirement, and payment shall be made to the employee's beneficiary or estate for one-half (1/2) of all unused medical leave for non-union employees and as defined in labor agreements for all other employees.

SECTION 10. Non-union employees shall have a contribution made on their behalf to their VEBA account in the amount of Thirty dollars (\$30.00) per pay period. Employees represented by the IBEW Utilities labor agreement, IBEW Service/Clerical/Finance

ORDINANCE NO. 9851 (Cont.)

labor agreement, IBEW Wastewater Treatment Plant labor agreement and the FOP labor agreement, shall have a contribution made on their behalf to their VEBA account in the amount of Twenty Dollars (\$20.00) per pay period. Employees represented by the IAFF labor agreement shall have a contribution made on their behalf to the VEBA account of Ten Dollars (\$10.00) per pay period.

SECTION 11. An employee, who is represented by the following labor agreements, shall annually receive longevity pay based upon the total length of service with the City. Such pay shall be effective beginning with the first full pay period following completion of the specified years of service. Payment shall be made on a prorated basis on each regular pay day. The following rate schedule shall apply for those employees who are represented by the FOP labor agreement:

Five (5) years (beginning 6 <sup>th</sup> year	\$ 350.00
Ten (10) years (beginning 11 <sup>th</sup> year)	\$ 645.50
Fifteen (15) years (beginning 16 <sup>th</sup> year)	\$ 870.00
Twenty (20) years (beginning 21 <sup>st</sup> year)	\$1,096.00
Twenty-five (25) years (beginning 26 <sup>th</sup> year)	\$1,270.00

Those employees who are represented by the AFSCME labor agreement shall annually receive longevity pay as follows:

Five (5) years (beginning 6 <sup>th</sup> year)	\$ 226.00
Ten (10) years (beginning 11 <sup>th</sup> year)	\$ 443.00
Fifteen (15) years (beginning 16 <sup>th</sup> year)	\$ 624.00
Twenty (20) years (beginning 21 <sup>st</sup> year)	\$ 796.00
Twenty-five (25) years (beginning 26 <sup>th</sup> year)	\$ 994.00

Those employees who are represented by the IBEW-Wastewater Treatment Plant ~~and IBEW Service/Clerical/Finance labor agreements~~ shall annually receive longevity pay as follows:

ORDINANCE NO. 9851 (Cont.)

Five (5) years (beginning 6 <sup>th</sup> year)	\$ 226.00
Ten (10) years (beginning 11 <sup>th</sup> year)	\$ 443.00
Fifteen (15) years (beginning 16 <sup>th</sup> year)	\$ 624.00
Twenty (20) years (beginning 21 <sup>st</sup> year)	\$ 796.00
Twenty-five (25) years (beginning 26 <sup>th</sup> year)	\$ 994.00
Forty (40) years (beginning 41 <sup>st</sup> year)	\$1,174.00

Those employees who are represented by the IAFF labor agreement shall annually receive longevity pay, beginning with the first full pay period in October 2019, as follows:

Ten (10) years (beginning 11 <sup>th</sup> year)	\$ 645.50
Fifteen (15) years (beginning 16 <sup>th</sup> year)	\$ 830.50
Twenty (20) years (beginning 21 <sup>st</sup> year)	\$1,032.50
Twenty-five (25) years (beginning 26 <sup>th</sup> year)	\$1,247.50

Those employees who are represented by the IBEW Service/Clerical/Finance labor agreement shall annually receive longevity pay as a lump sum payment on the payroll which includes their anniversary date as follows:

<u>Five (5) years (beginning 6<sup>th</sup> year)</u>	<u>\$ 226.00</u>
<u>Ten (10) years (beginning 11<sup>th</sup> year)</u>	<u>\$ 443.00</u>
<u>Fifteen (15) years (beginning 16<sup>th</sup> year)</u>	<u>\$ 624.00</u>
<u>Twenty (20) years (beginning 21<sup>st</sup> year)</u>	<u>\$ 796.00</u>
<u>Twenty-five (25) years (beginning 26<sup>th</sup> year)</u>	<u>\$ 994.00</u>
<u>Forty (40) years (beginning 41<sup>st</sup> year)</u>	<u>\$1,174.00</u>

SECTION 12. 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.

ORDINANCE NO. 9851 (Cont.)

SECTION 13. The adjustments identified herein shall be effective on the date of passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law effective October 10, 2021.

SECTION 14. Those portions of Ordinance No. 9842 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: September 28, 2021.

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Roger G. Steele, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item F-3

**#9852 - Consideration of Sale of Property Located at 1111 North Broadwell Avenue to Third City Community Clinic, Inc.**

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

# **Council Agenda Memo**

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

**Meeting:** September 28, 2021

**Subject:** Consideration of Sale of Property Located at 1111 North Broadwell Avenue to Third City Community Clinic, Inc.

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

## **Background**

The City received a request from Third City Community Clinic, Inc. to purchase the City owned parcel (No. 400133180) addressed as 1111 North Broadwell Avenue. Such property is no longer needed. The sale of such parcel will eliminate maintenance costs and liability for the City.

Third City Community Clinic, Inc. is the owner of 1107-1109 North Broadwell Avenue, Grand Island, Nebraska, which is adjacent to the subject property.

## **Discussion**

The Proposed Real Estate Purchase Agreement (the “Agreement”) would, if approved by City Council through adoption of an ordinance, authorize the execution of the Agreement and direct the sale of the above-mentioned property to Third City Community Clinic, Inc. The buyer, at its sole cost and expense will be responsible for all closing costs involved in such sale.

As provided by law, notice of the sale and the terms of sale are required to be published for three (3) consecutive weeks in a newspaper published for general circulation in the City of Grand Island. The City Clerk is directed and instructed to prepare and publish said notice. The electors of the City of Grand Island may file a remonstrance against the sale of the real estate. If a remonstrance petition against the sale is signed by registered voters of the City of Grand Island equal in number to thirty percent (30%) of the registered voters of the City of Grand Island voting at the last regular city election held in the City and filed with the City Council within thirty (30) days of passage and publication of such ordinance, said property shall not then, nor within one year thereafter, be conveyed.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council adopt the Ordinance approving the Purchase Sale Agreement with Third City Community Clinic, Inc. and directing the sale subject to public remonstrance.

## **Sample Motion**

Move to approve the ordinance.





ORDINANCE NO. 9852

An ordinance directing and authorizing the sale of Parcel No. 400133180, addressed as 1111 North Broadwell Avenue, City of Grand Island, Hall County, Nebraska to Third City Community Clinic, Inc.; providing for the giving of notice of such conveyance and the terms thereof; providing for the right to file a remonstrance against such conveyance; providing 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. The conveyance by warranty deed to Third City Community Clinic, Inc., a Nebraska Corporation (“Buyer”), of the City’s interests in and to Parcel No. 400133180, addressed as 1111 North Broadwell Avenue, Grand Island, Hall County, Nebraska is hereby approved and authorized.

SECTION 2. Consideration for such conveyance shall be One Dollar (\$1.00) and other valuable considerations.

SECTION 3. As provided by law, notice of such conveyance and the terms thereof shall be published for three (3) consecutive weeks in the *Grand Island Independent*, a newspaper published for general circulation in the City of Grand Island. Immediately after the passage and publication of this ordinance, the City Clerk is hereby directed and instructed to prepare and publish said notice.

SECTION 4. Authority is hereby granted to the electors of the City of Grand Island to file a remonstrance against the conveyance of such within described real estate; and if a remonstrance against such conveyance signed by registered voters of the City of Grand Island equal in number to thirty percent (30%) of the registered voters of the City of Grand Island

Approved as to Form	by _____
September 24, 2021	City Attorney

ORDINANCE NO. 9852 (Cont.)

voting at the last regular municipal election held in such City be filed with the City Council within thirty (30) days of passage and publication of such ordinance, said property shall not then, nor within one (1) year thereafter, be conveyed.

SECTION 5. The conveyance of said real estate is hereby authorized, directed and confirmed; and if no remonstrance be filed against such conveyance, the Mayor shall make, execute and deliver to Buyer, a warranty deed for said real estate, and the execution of such deed is hereby authorized without further action on behalf of the City Council.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen (15) days in one issue of the Grand Island Independent as provided by law.

Enacted: September 28, 2021.

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Roger G. Steele, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item F-4

### **#9853 - Consideration of an Ordinance to Vacate Highland Park Subdivision**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Chad Nabity AICP, Regional Planning Director

**Meeting:** September 28, 2021

**Subject:** Request to Vacate Highland Park Subdivision

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

## **Background**

The owners of all of the property encompassed by Highland Park Subdivision have requested that the City vacate the Highland Park Subdivision and all dedicated rights of way and easements. This subdivision was platted and filed in November of 1961 dividing the property south of Old Potash Highway and west of Engleman Road into lots, blocks and streets. There is no record of approval of the plat by Hall County at that time. The property was farmed before the plat was filed and has been under common ownership and farmed since 1961. No improvements for streets or utilities have been made within the subdivision since it was filed.

## **Discussion**

This request was made to facilitate the extension of the Northwestern Energy gas line around the perimeter of the City of Grand Island. No improvements have been made to this property to support the subdivision. No development has occurred on the property and the development as shown would be detrimental to traffic flow along Old Potash Highway and Engleman Road.

Staff is suggesting that the City right of way as shown for both Old Potash Highway and Engleman Road.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the ordinance to vacate Highland Park Subdivision retaining the 33 foot of right of way along the south side of Old Potash Highway and the west side of Engleman Road.

## **Sample Motion**

Move to approve as recommended.



September 7, 2021

To: City of Grand Island

It is the intent of Shirley Klinginsmith to vacate the recorded subdivision of "Highland Park Subdivision" located in the East Half of the NE1/4, Section 22, Township 11 North, Range 10 West of the 6<sup>th</sup> PM, Hall County NE. No improvements have been established on this subdivision. Please find attached an exhibit and Title Report for proving ownership of this tract of land.

Sincerely,

Shirley Klinginsmith

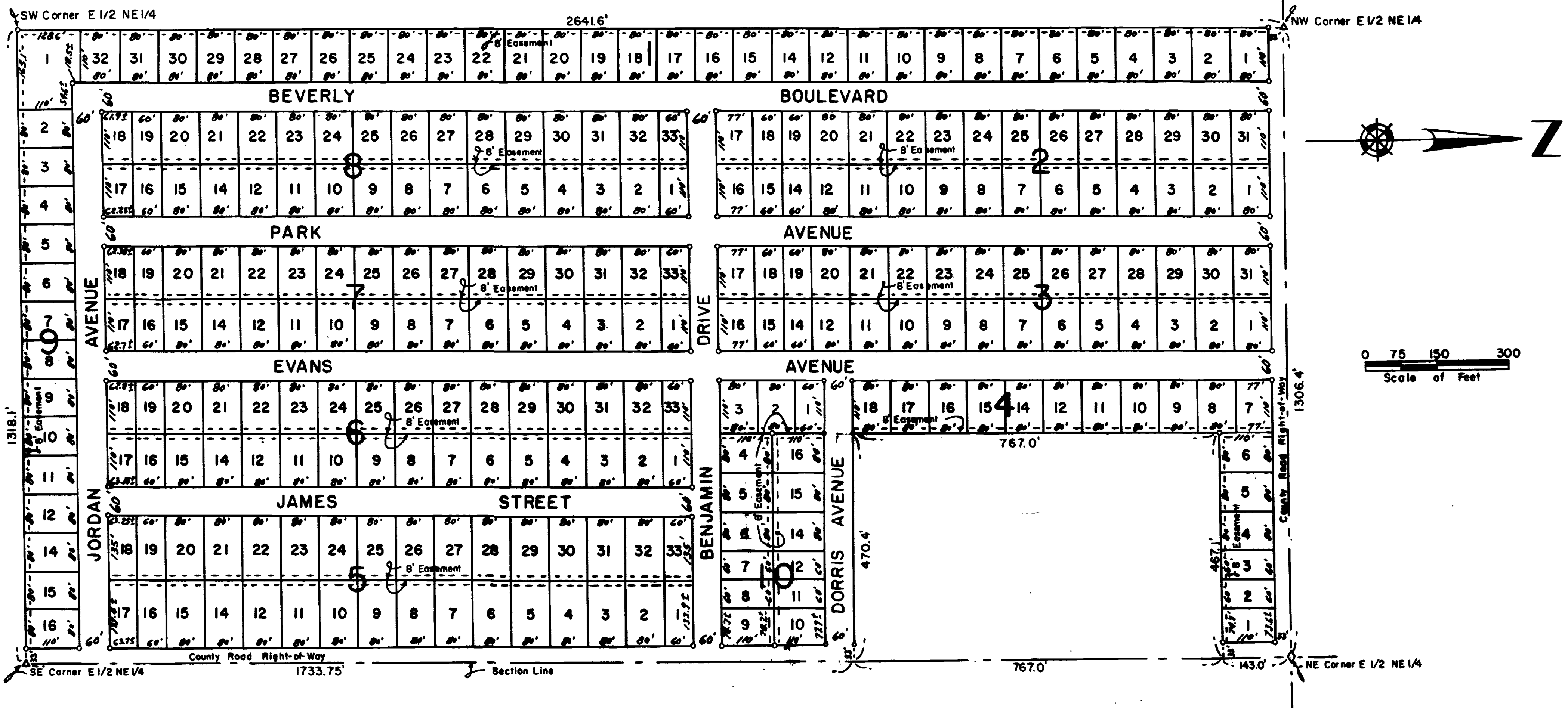
By 

Date 9-8-2021

201 E. Second Street / Grand Island, NE 68801  
O 308.384.8750 / [olsson.com](http://olsson.com)







# DESCRIPTION

Plat of a tract of land in the East One Half of the Northeast Quarter (E 1/2 NE 1/4) of Section Twenty Two (22), Township Eleven (11) North, Range Ten (10) West of the 6th P.M.; Hall County, Nebraska and more particularly described as follows:

Beginning at the Southeast corner of said E 1/2 NE 1/4; thence running westerly along the south line of the E 1/2 NE 1/4 a distance of One Thousand Three Hundred Eighteen and One Tenth (1318.1) feet to the Southwest corner of the E 1/2 NE 1/4; thence running northerly along the west line of the E 1/2 NE 1/4 a distance of Two Thousand Six Hundred Forty One and Six Tenths (2641.6) feet to the Northwest corner of the E 1/2 NE 1/4; thence running easterly along the north line of the E 1/2 NE 1/4 a distance of One Thousand Three Hundred Six and Four Tenths (1306.4) feet to the Northeast corner of the E 1/2 NE 1/4; thence running southerly along the east line of the E 1/2 NE 1/4 a distance of One Hundred Forty Three (143.0) feet; thence running westerly and parallel to the north line of the E 1/2 NE 1/4 a distance of Four Hundred Sixty Seven and One Tenth (467.1) feet; thence running southerly and parallel to the west line of the E 1/2 NE 1/4 a distance of Seven Hundred Sixty Seven (767.0) feet; thence running easterly and parallel to the north line of the E 1/2 NE 1/4 a distance of Four Hundred Seventy and Four Tenths (470.4) feet to a point on the east line of the E 1/2 NE 1/4; thence running southerly along the east line of the E 1/2 NE 1/4 a distance of One Thousand Seven Hundred Thirty Three and Seventy Five Hundredths (1733.75) feet to the point of beginning and containing 71.362 acres more or less.

# SURVEYOR'S CERTIFICATE

I hereby certify that on October 24, 1961 I completed a survey of "HIGHLAND PARK SUBDIVISION", Hall County, Nebraska, as shown on the accompanying plat thereof, that iron markers were placed at all block corners, that the dimensions of each lot are as shown on the plat, that each lot and block bears its own number, and that said survey was made with reference to known and recorded monuments.

# DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That we, SYLVESTER J. McHUGH and DORRIS B. McHUGH, each in his and her own right and as spouse of each other, being the owners of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as "HIGHLAND PARK SUBDIVISION" as shown on the accompanying plat and do hereby dedicate the streets as thereon shown to the public for their use forever and the easements as thereon shown for the location, construction and maintenance of public utilities forever, 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 desire of the undersigned owners and proprietors.

IN WITNESS WHEREOF, We have affixed our signatures hereto at Grand Island, Nebraska, this 3rd day of November, 1961.

*Sylvester J. McHugh*  
SYLVESTER J. McHUGH

*Dorris B. McHugh*  
DORRIS B. McHUGH

# ACKNOWLEDGEMENT

State of Nebraska ss  
County of Hall  
On the 3rd day of November, 1961 before me Richard L. DeBaker  
a Notary Public, within and for said County, personally appeared SYLVESTER J. McHUGH and DORRIS B. McHUGH, his wife, to me personally known to be the identical persons whose signatures are affixed thereon, and each in his and her own right did acknowledge the execution thereof to be his and her 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 March 16, 1965.

*Richard L. DeBaker*  
Notary Public

SEAL

# HIGHLAND PARK SUBDIVISION HALL COUNTY, NEBRASKA

THOMAS & BENJAMIN & CLAYTON  
ENGINEERS and ARCHITECTS  
GRAND ISLAND, NEBRASKA



\* This Space Reserved for Register of Deeds \*

ORDINANCE NO. 9853

An ordinance to vacate the plat for Highland Park Subdivision; to provide for the recording of this ordinance in the office of the Register of Deeds of Hall County, Nebraska; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That the plat dated November 3<sup>rd</sup>, 1961 and filed with the Hall County Register of Deeds on November 7<sup>th</sup>, 1961 by Sylvester J. McHugh and Dorris B. McHugh is hereby vacated along with all easements and rights-of-way dedicated with and/or shown on this plat except the thirty-three foot of road right of way along the north side of the subdivision for Old Potash Highway and the thirty-three foot of road right of way along the east side of the subdivision for Engleman Road which shall be retained by the City on behalf of the public.

Approved as to Form    ☐ \_\_\_\_\_  
September 24, 2021    ☐ City Attorney

ORDINANCE NO. 9853(Cont.)

SECTION 2. This ordinance is directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 3. Any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

Enacted September 28, 2021.

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Roger G. Steele, Mayor

Attest:

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RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, September 28, 2021**

**Council Session**

## **Item G-1**

### **Approving Minutes of September 14, 2021 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

September 14, 2021

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 September 14, 2021. Notice of the meeting was given in *The Grand Island Independent* on September 8, 2021.

Mayor Roger G. Steele called the meeting to order at 7:00 p.m. The following City Council members were present: Justin Scott, Michelle Fitzke, Mark Stelk, Jason Conley, Vaughn Minton, Bethany Guzinski, Maggie Mendoza, and Mitch Nickerson. Councilmembers Mike Paulick and Chuck Haase were 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.

INVOCATION was given by Pastor Luke Biggs, Peace Lutheran Church, 1710 N. North Road followed by the PLEDGE OF ALLEGIANCE.

PRESENTATIONS:

Presentation of the Food & Beverage Occupation Tax Oversight Committee 2021 Annual Report. Chairman Ron Depue presented the 2021 Annual Report of the Food & Beverage Occupation Tax Oversight Committee.

BOARD OF EQUALIZATION: Motion by Minton, second by Nickerson to adjourn to the Board of Equalization. Upon roll call vote, all voted aye. Motion adopted.

#2021-BE-1 - Consideration of Determining Benefits for Railside Business Improvement District. Finance Director Patrick Brown reported that the 2021-2022 Budget provided for special assessments on land and real property in the District as of January 1, 2021 in the amount of \$0.24336 per \$100 of real property. The total taxable value of \$52,263,359 provides for assessments of \$124,237.94. Staff recommended approval.

John McDermott, 2755 Lakewood Drive opposed the district boundaries.

Motion by Guzinski, second by Minton to approve Resolution #2021-BE-1. Upon roll call vote, all voted aye. Motion adopted.

#2021-BE-2 - Consideration of Determining Benefits for Fonner Park Business Improvement District. Finance Director Patrick Brown reported that the budgeted assessments for Fonner Park Business Improvement District of \$51,785 would be charged to property owners in the district based on their front footage. Staff recommended approval.

Motion by Conley, second by Stelk to approve Resolution #2021-BE-2. Upon roll call vote, all voted aye. Motion adopted.

#2021-BE-3 - Consideration of Determining Benefits for South Locust Business Improvement District. Finance Director Patrick Brown reported that the budgeted assessments for South Locust Business Improvement District of \$100,862.61 would be charged to property owners in the district based on their front footage. Staff recommended approval.

Motion by Scott, second by Fitzke to approve Resolution #2021-BE-3. Upon roll call vote, all voted aye. Motion adopted.

#2021-BE-4 - Consideration of Determining Benefits for Vehicle Off-Street Parking District #3. Finance Director Patrick Brown reported that the budgeted assessments for Vehicle Off-Street Parking District #3 of \$70,109.38 would be charged to property owners in the district based on the entire square footage of their buildings. Staff recommended approval.

Motion by Guzinski, second by Conley to approve Resolution #2021-BE-4. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Minton, second by Guzinski to return to Regular Session. Motion adopted.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement - 205 Roberts Street - Lineage NE Grand Island RE, LLC. Utilities Director Tim Luchsinger reported that a utility easement was needed at 205 Roberts Street in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. Lineage had requested a new three-phase electrical service to accompany electrical upgrades at their existing warehouse. 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.

Public Hearing on Acquisition of Public Sanitary Sewer Easement in Bosselman Crossing Subdivision- 3436 S Locust Street (Bosselman Pump & Pantry, Inc.). Public Works Director John Collins reported that to allow for proper location of the sanitary sewer easement in Bosselman Crossing Subdivision it was requested that the initially dedicated sanitary sewer easement be vacated with acquisition of the appropriate location by the City of Grand Island. Staff recommended approval. No public testimony was heard.

Public Hearing on Request from Central District Health Department for a Conditional Use Permit to allow for a Temporary Building located at 1137 South Locust Street. Building Department Director Craig Lewis reported that Central District Health Department had requested approval of a conditional use permit to allow for a temporary building to be placed at 1137 South Locust Street to facilitate COVID Testing and vaccinations. Staff recommended approval. No public testimony was heard.

Public Hearing on Annexation of Property Located at 1118 N. North Road (Lot 1 of Hanover 2nd Subdivision). Regional Planning Director Chad Nabity reported that the property located at 1118 N. North Road consisted of 1 single family home on 0.62 acres of property surrounded by the City of Grand Island on 3 sides - the north, south and west. There was a house to the south, Fire Station 4 to the north and a new subdivision to the west. The property was connected to city water and had city sewer available. The City of Grand Island maintained North Road to the east of the property. Annexation of this property would facilitate the development of new and efficient election precincts and the planning department had received a request from the Hall County Election Commissioner to bring this item to the City Council for consideration. Staff recommended approval. No public testimony was heard.

#### ORDINANCES:

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

- #9844 - Consideration of Approving FY2021-2022 Annual Single City Budget and the Annual Appropriations Bill
- #9845 - Consideration of Approving Assessments for Railside Business Improvement District
- #9846 - Consideration of Approving Assessments for Fonner Park Business Improvement District
- #9847 - Consideration of Approving Assessments for South Locust Business Improvement District
- #9848 - Consideration of Approving Assessments for Vehicle Off-Street Parking District #3
- #9849 - Consideration of Vacation of Public Sanitary Sewer Easement in Bosselman Crossing Subdivision; 3436 S Locust Street (Bosselman Pump & Pantry, Inc.)
- #9850 - Consideration of Annexation of Property Located at 1118 N. North Road (Lot 1 of Hanover 2nd Subdivision) (First Reading)

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

- #9844 - Consideration of Approving FY2021-2022 Annual Single City Budget and the Annual Appropriations Bill

Finance Director Patrick Brown explained the comparisons of the fiscal year 2022 proposed budget to the FY 2021 amended budget. Staff recommended approval. City Clerk RaNae Edwards closed the Public Hearing from the September 7, 2021 City Council Special Meeting.

Motion by Nickerson, second by Minton to approve Ordinance #9844.

City Clerk: Ordinance #9844 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 #9844 on second and final reading. All those in favor of this 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 #9844 is declared to be lawfully adopted upon publication as required by law.

#9845 - Consideration of Approving Assessments for Railside Business Improvement District

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

Motion by Guzinski, second by Fitzke to approve Ordinance #9845.

City Clerk: Ordinance #9845 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 #9845 on second and final reading. All those in favor of this 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 #9845 is declared to be lawfully adopted upon publication as required by law.

#9846 - Consideration of Approving Assessments for Fonner Park Business Improvement District

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

Motion by Scott, second by Conley to approve Ordinance #9846.

City Clerk: Ordinance #9846 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 #9846 on second and final reading. All those in favor of this 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 #9846 is declared to be lawfully adopted upon publication as required by law.

#9847 - Consideration of Approving Assessments for South Locust Business Improvement District

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

Motion by Guzinski, second by Minton to approve Ordinance #9847.

City Clerk: Ordinance #9847 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 #9847 on second and final reading. All those in favor of this 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 #9847 is declared to be lawfully adopted upon publication as required by law.

#9848 - Consideration of Approving Assessments for Vehicle Off-Street Parking District #3

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

Motion by Scott, second by Fitzke to approve Ordinance #9848.

City Clerk: Ordinance #9848 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 #9848 on second and final reading. All those in favor of this 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 #9848 is declared to be lawfully adopted upon publication as required by law.

#9849 - Consideration of Vacation of Public Sanitary Sewer Easement in Bosselman Crossing Subdivision; 3436 S Locust Street (Bosselman Pump & Pantry, Inc.)



Public Works Director John Collins reported that public easements were dedicated with the original plat of Bosselman Crossing Subdivision, before site design was complete. The initial location of the sanitary sewer easement was estimated and needed to be relocated. Staff recommended approval.

Motion by Guzinski, second by Conley to approve Ordinance #9849.

City Clerk: Ordinance #9849 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 #9849 on second and final reading. All those in favor of this 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 #9849 is declared to be lawfully adopted upon publication as required by law.

#9850 - Consideration of Annexation of Property Located at 1118 N. North Road (Lot 1 of Hanover 2nd Subdivision) (First Reading)

This item was related to the aforementioned Public Hearing. Staff recommended approval.

Motion by Stelk, second by Scott to approve Ordinance #9850.

City Clerk: Ordinance #9850 on first reading only. 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.

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

Approving Minutes of August 24, 2021 City Council Regular Meeting.

Approving Minutes of September 7, 2021 City Council Special Meeting.

Approving Re-Appointment of Tom Gdowski to the Community Redevelopment Authority (CRA) Board.

Approving Re-Appointments of Darrell Nelson and Tony Randone to the Regional Planning Commission.

Approving Re-Appointments of David Koubek, Matthew Armstrong, and Mike Kneale to the Citizens Advisory Committee.

Approving Requests from Kinsey Bosselman, 2529 West Anna Street for Liquor Manager Designation with Pump and Pantry's #2, #3, #6, #8, #10, #11, #15, #42, #52, and Tommy Gunz Bistro.

#2021-218 - Approving Acquisition of Utility Easement - Lineage NE Grand Island RE, LLC - 205 Roberts Street.

#2021-219 - Approving Bid Award - Platte Generating Station Boiler Inspection & Repair - Fall Outage, 2021 with Locke AMI, LLC of Olathe, Kansas in an Amount of \$220,387.00.

#2021-220 - Approving Change Order #2 for Asbestos Abatement at Burdick Station with McGill Asbestos Abatement, LLC of Omaha, Nebraska in an Amount of \$238,210.00 and a Revised Contract Amount of \$1,201,060.00.

#2021-221 - Approving Renewal of Machinery Property Peril, Fire and Terrorism Insurance with FM Global of St. Louis, Missouri for 2021-2022 in an Amount of \$588,112.00 and Terrorism Insurance Coverage in an Amount of \$36,713.00.

#2021-222 - Approving Change Order #1 for Water Main Project 2021-W-3 - Sycamore Street with Van Kirk Sand & Gravel, Inc., d/b/a Van Kirk Bros. Contracting, of Sutton, Nebraska for a decrease of \$2,992.90 and a Revised Contract Amount of \$93,122.10.

#2021-223 - Approving Bid Award for Construction of Veterans Sports Complex Batting Cages - Parks & Recreation Department with Lacy Construction Co. of Grand Island, Nebraska in an Amount of \$104,348.50.

#2021-224 - Approving Bid Award for Lead Reclamation at Heartland Public Shooting Park with Green Excavating and Mining Solutions, LLC of Fremont, Nebraska at no cost to the City.

#2021-225 - Approving Bid Award for Surface Prep and Painting of Island Oasis Water Park with A1A Sandblasting of Menahga, Minnesota in an Amount of \$72,000.00.

#2021-226 - Approving Annual Renewal of Utility Billing Software with N. Harris Computer Corporation, dba Advanced Utility Systems in an Amount of \$90,584.23.

#2021-227 - Approving Certificate of Final Completion for the 2020 Asphalt Resurfacing Project No. 2020-AC-1 with Gary Smith Construction Co., Inc. of Grand Island, Nebraska.

#2021-228 - Approving Supplemental Agreement No. 1 with NDOT for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2020 Fiscal Year Transportation Planning Program.

#2021-229 - Approving Union Pacific Railroad Reimbursement Agreement for Construction Engineering Services Related to Eddy Street Underpass Rehabilitation; Project No. 2019-U-1.

#2021-230 - Approving Amendment No. 1 Correction to Resolution No. 2020-172; Engineering Consulting Agreement for Eddy Street Underpass Rehabilitation; Project No. 2019-U-1 with Olsson, Inc. of Grand Island, Nebraska in a Total Agreement Amount of \$135,140.00.

#2021-231 - Approving Acquisition of Public Sanitary Sewer Easement in Bosselman Crossing Subdivision- 3436 S Locust Street (Bosselman Pump & Pantry, Inc.).

#2021-232 - Approving Subordination Request at 1023 Nebraska Avenue - Scott Peters.

#2021-233 - Approving CDBG #2020-2 Subrecipient Agreement with the YMCA in an Amount of \$33,000.00.

#### REQUESTS AND REFERRALS:

Consideration of Approving Request from Central District Health Department for a Conditional Use Permit to allow for a Temporary Building located at 1137 South Locust Street. This item was related to the aforementioned Public Hearing.

Motion by Nickerson, second by Conley to approve the request from the Central District Health Department for a Conditional Use Permit at 1137 South Locust Street. Upon roll call vote, all voted aye. Motion adopted.

#### RESOLUTIONS:

#2021-234 - Consideration of Approving Economic Development Incentive Agreement with Hornady Manufacturing Company. Economic Development Corporation President Dave Taylor reported that Hornady Manufacturing Company had submitted the required LB-840 application for a forgivable loan in the amount of \$425,000.00. Proposed was the creation of 51 full-time equivalent (FTE) employees with an average hourly wage of \$19.33. Requested was \$425,000.00 for job creation, job training, and infrastructure to be paid over three years. Staff recommended approval.

Motion by Minton, second by Nickerson to approve Resolution #2021-234. Upon roll call vote, Councilmembers Nickerson, Mendoza, Guzinski, Minton, Conley, and Stelk voted aye. Councilmembers Fitzke and Scott abstained. Motion adopted.

#2021-235 - Consideration of Approving Cable Television Franchise Agreement with ALLO Grand Island, LLC. Interim City Attorney Stacy Nonhof reported that ALLO Grand Island LLC was seeking to offer cable television, internet, and telephone services within the City of Grand Island via a fiber cable system located within the public rights-of-way and public utility easements. Brad Moline, 610 Broadway, Imperial, Nebraska spoke in support. Staff recommended approval.

Motion by Guzinski, second by Stelk to approve Resolution #2021-235. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Scott to approve the payment of claims for the period of August 25, 2021 through September 14, 2021 for a total amount of \$8,159,562.25. Upon roll call vote, all voted aye. Motion adopted.

ADJOURN TO EXECUTIVE SESSION: Motion by Minton, second by Fitzke to adjourn to Executive Session at 8:00 p.m. for the purpose of a strategy session with respect to IBEW Service Clerical Finance Union negotiations. Unanimously approved.

RETURN TO REGULAR SESSION: Motion by Minton, second by Fitzke to return to Regular Session at 8:27 p.m. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 8:27 p.m.

RaNae Edwards  
City Clerk



# **City of Grand Island**

**Tuesday, September 28, 2021**

**Council Session**

## **Item G-2**

**Approving Garbage Permits for Heartland Disposal and Mid-Nebraska Disposal, Inc. and Refuse Permits for Full Circle Rolloffs, Trash Bee Gone and O'Neill Transportation and Equipment, LLC**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk  
**Meeting:** September 28, 2021  
**Subject:** Approving Garbage and Refuse Haulers Permits  
**Presenter(s):** RaNae Edwards, City Clerk

## **Background**

Grand Island City Code Section 17-15 allows for the Collection, Transportation, and Disposal of Garbage and/or Refuse. These permits are effective October 1 through September 30 of each calendar year.

## **Discussion**

The following businesses have submitted applications for renewal for 2020/2021:

Heartland Disposal, Inc., 1839 East 4 <sup>th</sup> Street	Garbage
Mid-Nebraska Disposal, Inc., 3080 West 2 <sup>nd</sup> Street	Garbage
Full Circle Rolloffs, 1839 East 4 <sup>th</sup> Street	Refuse
O'Neill Transportation and Equipment, 7100 West Old Potash Hwy	Refuse
Trash Bee Gone; 119 W Koenig Street	Refuse

All City Code requirements have been met by these businesses.

## **Alternatives**

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

1. Approve the renewal for garbage/refuse permits.
2. Disapprove or deny the renewals.
3. Modify the renewals to meet the wishes of the Council.
4. Table the issue

### **Recommendation**

City Administration recommends that the Council approve the renewals for garbage/refuse permits for 2021/2022.

### **Sample Motion**

Move to approve the renewal for garbage/refuse permits for 2021/2022.

## Application for Haulers License

**1 Type of License Required:**

- a. ☒ **Garbage Haulers License** (entitles licensee to collect and transport both garbage and refuse)  
b. ☐ **Refuse Haulers License** (entitles licensee to haul only refuse)

**2 Identification of Applicant:**

a. Individual or Firm Identification

Business Name

Heartland Disposal Inc

Business Address

1839 E 4<sup>th</sup> St. Grand Island NE 68801

Business Telephone

308-382-1683

b. Miscellaneous Information:

\* Public Complaint Telephone (Sec. 17-19)

308-382-1683

\* Name Used on Vehicles (Sec. 17-18)

Heartland Disposal

**3 Residency Certification:**

a. ☐ Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

b. ☒ Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

c. ☐ Non-resident Individual or Corporation

Tom Ummel - 539 S Shady Bend Rd  
Grand Island NE 68801  
Name and Home Address of Appointed Resident Agent:

**3 Required Documents to be Furnished:**

- a. ☒ List of Vehicles (Section 17-26)  
b. ☒ Certificate of Insurance (Section 17-29)  
c. ☐ Performance Bond – Garbage Haulers Only (Section 17-30)  
d. ☒ License Fee: **Garbage - \$250.00; Refuse - \$100.00** (Section 17-23)  
e. ☒ Appointment of Resident Agent, if applicable (Section 17-24 (D))  
f. ☐ Equipment Inspection/Certificate from Health Department (Section 17-26 (B))

9-15-21

Date

Tom Ummel  
Signature of Applicant





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> UNICO Group, Inc. 1128 Lincoln Mall Suite 200 Lincoln NE 68508		<b>CONTACT NAME:</b> Edgar Mateo <b>PHONE (A/C, No, Ext):</b> (402) 434-7200 <b>FAX (A/C, No):</b> (402) 434-7272 <b>E-MAIL ADDRESS:</b> emateo@unicogroup.com															
<b>INSURED</b> Heartland Disposal, Inc. 1839 East 4th Street Grand Island NE 68803		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Midwest Family Mutual Ins Co.</td> <td>23574</td> </tr> <tr> <td>INSURER B: Midwest Builder's Casualty</td> <td>13126</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Midwest Family Mutual Ins Co.	23574	INSURER B: Midwest Builder's Casualty	13126	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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## COVERAGES

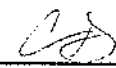
CERTIFICATE NUMBER: 21-22

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			CPNE0560122562	06/29/2021	06/29/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 250,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP OF AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CPNE0560122562	06/29/2021	06/29/2022	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$ 10,000			CPNE0560122562	06/29/2021	06/29/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC100-0003039-2021A	06/29/2021	06/29/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> City of Grand Island 100 East First Street Grand Island NE 68801		<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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## Application for Haulers License

**1 Type of License Required:**

- a. ☒ **Garbage Haulers License** (entitles licensee to collect and transport both garbage and refuse)  
b. ☐ **Refuse Haulers License** (entitles licensee to haul only refuse)

**2 Identification of Applicant:**

- a. Individual or Firm Identification

Business Name

Business Address

Business Telephone

*Mid-Nehras Co Disposl Inc.*  
*3080 W 2nd Grand Island, NE 68803*  
*(308) 388-7053*

- b. Miscellaneous Information:

\* Public Complaint Telephone (Sec. 17-19)

\* Name Used on Vehicles (Sec. 17-18)

*(308) 388-7053*

*Same As Above*

**3 Residency Certification:**

- a. ☐ Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

- b. ☒ Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

*Chris Woodard*  
*131 McBratney Rd G.I., NE 68801*

- c. ☐ Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent:

**3 Required Documents to be Furnished:**

- a. ☒ List of Vehicles (Section 17-18)  
b. ☒ Certificate of Insurance (Section 17-21) *on file*  
c. ☒ Performance Bond – Garbage Haulers Only (Section 17-22) *on file*  
d. ☒ License Fee: **Garbage - \$225.00; Refuse - \$75.00** (Section 17-15)  
e. ☐ Appointment of Resident Agent, if applicable (Section 17-16)  
f. ☒ Equipment Inspection/Certificate from Health Department (Section 17-18)

*Will send  
when we  
receive it*

*9/16/21*

Date

*[Signature]*

Signature of Applicant



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
03/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Assoc - WDM  PO Box 9207  Des Moines, IA 50306-5207  INSURED Mid-Nebraska Disposal, Inc.  3080 W 2nd St  Grand Island, NE 68803	1-800-247-7756  CONTACT NAME: Bailey Reiling PHONE: [A/C, No, Ext]: E-MAIL: BReiling@holmesmurphy.com ADDRESS:  INSURER(S) AFFORDING COVERAGE INSURER A: AMCO INS CO NAIC # 19100 INSURER B: MIDWEST BUILDERS CAS MUT CO 13126 INSURER C: INSURER D: INSURER E: INSURER F:
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## COVERAGES

CERTIFICATE NUMBER: 61653619

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			ACP GLAO 3076542002	04/01/21	04/01/22	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MFD EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS Hired AUTOS ONLY NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> CA-9948 <input checked="" type="checkbox"/> MCS-90			ACP BAA 3076542002	04/01/21	04/01/22	COMBINED SINGLE LIMIT (Pa accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			ACP CAA 3076542002	04/01/21	04/01/22	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC100-0002724-20210A	04/01/21	04/01/22	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insurance Verification - Proof of Coverage

## CERTIFICATE HOLDER

 City of Grand Island  
  
Attn: Renae Edwards  
City Hall  
100 E First St  
Grand Island, NE 68801

USA

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ktornbergwdam  
61653619

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## Application for Haulers License

**1 Type of License Required:**

- a. ☐ Garbage Haulers License (entitles licensee to collect and transport both garbage and refuse)  
b. ☒ Refuse Haulers License (entitles licensee to haul only refuse)

**2 Identification of Applicant:**

- a. Individual or Firm Identification

Business Name

Full Circle Rolloffs

Business Address

1839 E 4<sup>th</sup> St. Grand Island NE 68801

Business Telephone

308-384-4418

- b. Miscellaneous Information:

\* Public Complaint Telephone (Sec. 17-19)

308-384-4418

\* Name Used on Vehicles (Sec. 17-18)

Full Circle Rolloffs

**3 Residency Certification:**

- a. ☐ Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

- b. ☒ Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

Tom Ummel - 539 S Shady Bend Rd

- c. ☐ Non-resident Individual or Corporation

Grand Island NE 68801

Name and Home Address of Appointed Resident Agent:

**3 Required Documents to be Furnished:**

- a. ☒ List of Vehicles (Section 17-26)  
b. ☒ Certificate of Insurance (Section 17-29)  
c. ☒ Performance Bond – Garbage Haulers Only (Section 17-30)  
d. ☒ License Fee: Garbage - \$250.00; Refuse - \$100.00 (Section 17-23)  
e. ☒ Appointment of Resident Agent, if applicable (Section 17-24 (D))  
f. ☐ Equipment Inspection/Certificate from Health Department (Section 17-26 (B))

9-14-21

Date

Tom Ummel

Signature of Applicant



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/22/2021

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**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> UNICO Group, Inc. 1128 Lincoln Mall Suite 200 Lincoln NE 68508	<b>CONTACT NAME:</b> Edgar Mateo <b>PHONE (A/C, No, Ext):</b> (402) 434-7200 <b>FAX (A/C, No):</b> (402) 434-7272 <b>E-MAIL ADDRESS:</b> emateo@unicogroup.com														
<b>INSURED</b> Heartland Disposal, Inc. 1839 East 4th Street Grand Island NE 68803	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Midwest Family Mutual Ins Co.</td> <td>23574</td> </tr> <tr> <td>INSURER B: Midwest Builder's Casualty</td> <td>13126</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Midwest Family Mutual Ins Co.	23574	INSURER B: Midwest Builder's Casualty	13126	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

## COVERAGES

CERTIFICATE NUMBER: 21-22

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECTIONS <input type="checkbox"/> LOSS OTHER:			CPNE0560122592	06/29/2021	06/29/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Per occurrence)</td><td>\$ 250,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 1,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMB. CP AGG</td><td>\$ 2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Per occurrence)	\$ 250,000	MED EXP (Any one person)	\$ 1,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMB. CP AGG	\$ 2,000,000		\$
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BODILY INJURY (Per person)	\$																				
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	\$																				
<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> LEO <input checked="" type="checkbox"/> RETENTION \$ 10,000			CPNE0560122592	06/29/2021	06/29/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$									
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<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	WC100-C003039-2021A	06/29/2021	06/29/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000							
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

City of Grand Island 100 East First Street  Grand Island NE 68801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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**OLD REPUBLIC SURETY GROUP**1415 28TH STREET SUITE 420  
WEST DES MOINES, IA 50266  
800-247-2312**CONTINUATION CERTIFICATE**

BOND NUMBER	BOND DESCRIPTION	BOND AMOUNT	EFFECTIVE DATE	EXPIRATION DATE
RLP5427337	GARBAGE HAULER	50,000	6/08/2021	6/08/2022

**PRINCIPAL**HEARTLAND DISPOSAL  
1839 E 4TH ST  
GRAND ISLAND, NE 68801**OBLIGEE**CITY OF GRAND ISLAND  
CITY HALL  
100 E FIRST ST  
GRAND ISLAND, NE 68801**ORIGINAL FOR BOND RENEWAL**

THIS BOND CONTINUES IN FORCE TO THE ABOVE EXPIRATION DATE CONDITIONED AND PROVIDED THAT THE LOSSES OR RECOVERIES ON IT AND ANY AND ALL ENDORSEMENTS SHALL NEVER EXCEED THE PENALTY SET FORTH IN THE BOND AND WHETHER THE LOSSES OR RECOVERIES ARE WITHIN THE FIRST AND/OR SUBSEQUENT OR WITHIN ANY EXTENSION OR RENEWAL PERIOD, PRESENT, PAST OR FUTURE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

SIGNED AND DATED THIS FOURTEENTH DAY OF SEPTEMBER, 202140-1361  
UNICO GROUP, INC.  
1128 LINCOLN MALL STE 200  
LINCOLN, NE 68508OLD REPUBLIC SURETY COMPANY  
SURETY

402-434-7200

By \_\_\_\_\_



## Application for Haulers License

1 **Type of License Required:**

- a. ☐ **Garbage Haulers License** (entitles licensee to collect and transport both garbage and refuse)  
b. ☒ **Refuse Haulers License** (entitles licensee to haul only refuse)

2 **Identification of Applicant:**

- a. Individual or Firm Identification

Business Name

Trash Bee Gone

Business Address

119 W Koenig

Business Telephone

(308) 379-8251

- b. Miscellaneous Information:

\* Public Complaint Telephone (Sec. 17-19)

\* Name Used on Vehicles (Sec. 17-18)

Wilmer Mendoza / Kenia Murillo

3 **Residency Certification:**

- a. ☒ Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

4425 Marnick Ave GE NE 68801

- b. ☐ Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

- c. ☐ Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent:

3 **Required Documents to be Furnished:**

- a. ☒ List of Vehicles (Section 17-26)  
b. ☒ Certificate of Insurance (Section 17-29)  
c. ☐ Performance Bond – Garbage Haulers Only (Section 17-30)  
d. ☒ License Fee: **Garbage - \$250.00; Refuse - \$100.00** (Section 17-23)  
e. ☐ Appointment of Resident Agent, if applicable (Section 17-24 (D))  
f. ☒ Equipment Inspection/Certificate from Health Department (Section 17-26 (B))

9-16-21

Date

Signature of Applicant

Progressive  
P.O. Box 94739  
Cleveland, OH 44101

1-800-895-2886

**PROGRESSIVE**  
COMMERCIAL

**Policy number: 02485329-2**

Underwritten by:  
Progressive Northern Insurance Co  
September 16, 2021  
Page 1 of 1

## Certificate of Insurance

### Certificate Holder

KENIA HERNANDEZ  
4925 MERRICK AVE  
GRAND ISLAND, NE 68801

### Insured

KENIA HERNANDEZ  
4925 MERRICK AVE  
GRAND ISLAND, NE 68801

### Agent/Surplus Lines Broker

PROG COMMERCIAL  
PO BOX 94739  
CLEVELAND, OH 44101

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Aug 11, 2021

Policy Expiration Date: Feb 11, 2022

### Insurance coverage(s)

### Limits

Bodily Injury/Property Damage	\$25,000/\$50,000/\$25,000
Uninsured Motorist Bodily Injury	\$25,000/\$50,000
Underinsured Motorist Bodily Injury	\$25,000/\$50,000

### Description of Location/Vehicles/Special Items

#### Scheduled autos only

2004 FORD F450 SUPER DUTY 1FDXF47P04EC59339

Medical Payments \$5,000

2001 INTL 490 1HTSDAAL91H390212

Comprehensive \$5,000 Ded

Collision \$5,000 Ded

### Certificate number

25921A15329



Form 5241 (10/02)



## Application for Haulers License

**1 Type of License Required:**

- a. ☐ Garbage Haulers License (entitles licensee to collect and transport both garbage and refuse)  
b. ☒ Refuse Haulers License (entitles licensee to haul only refuse)

**2 Identification of Applicant:**

- a. Individual or Firm Identification

Business Name

O'Neill Transportation

Business Address

7100 West Old Potash Hwy

Business Telephone

Adrian 68810 308-384-1690

- b. Miscellaneous Information:

- \* Public Complaint Telephone (Sec. 17-19)

308-384-1690

- \* Name Used on Vehicles (Sec. 17-18)

O'Neill Transportation

**3 Residency Certification:**

- a. ☐ Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

- b. ☐ Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:


- c. ☐ Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent:

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f. ☐ Equipment Inspection/Certificate from Health Department (Section 17-26 (B))

9/7/2021  
Date

  
Signature of Applicant



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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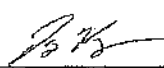
<b>PRODUCER</b> FNI Group PO Box 45279  Omaha NE 68145		<b>CONTACT NAME:</b> Rosemary Johns <b>PHONE (A/C, No, Ext):</b> (402) 861-7000 <b>FAX (A/C, No):</b> (402) 861-7111 <b>E-MAIL ADDRESS:</b> rosemary.johns@fnigroup.com	
<b>INSURED</b> O'Neill Transportation & Equipment LLC Po Box 290  Alda NE 68810-0290		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Columbia Mutual Insurance INSURER B: Gray Surplus INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:** CL2172655952      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CMPNE0000016039	07/25/2021	07/25/2022	EACH OCCURRENCE \$ 2,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 2,000,000				
	GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPROP AGG \$ 2,000,000
							Employment Practices \$ 100,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAPNE0000016039	07/25/2021	07/25/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
							Medical payments \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB			GSL100227	07/25/2021	07/25/2022	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED \$      RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Hall County Building Inspection Dept 2807 W 2nd St  Grand Island NE 68803	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/15/2021

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<b>PRODUCER</b> INSUR 1004 N Diers Ave Ste 140 PO Box 5684 Grand Island NE 68802-5684	<b>CONTACT NAME:</b> Rosemary Johns <b>PHONE (A/C, No, Ext):</b> (308) 382-8000 <b>FAX (A/C, No):</b> (308) 384-3417 <b>E-MAIL ADDRESS:</b> rjohns@insurinc.com
<b>INSURED</b> O'Neill Transportation & Equipment, LLC; O'Neill Wood Resources P O Box 290 Alda NE 68810	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Midwest Builders' Casualty Mutual <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES** **CERTIFICATE NUMBER:** CL2111953138 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR	INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ OTHER \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A		WC100-0002510-2021A	02/01/2021	02/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Hall County Building Inspection Dept. 2807 W 2nd St  Grand Island NE 68803	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item G-3

**#2021-236 - Approving Request from Prairie Pride Brewing, 115 E. South Front Street for an Addition to their Class “LK-116938” Liquor License**

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

Staff Contact: RaNae Edwards

RESOLUTION 2021-236

WHEREAS, an application was filed by Prairie Pride Brewing Co., LLC doing business as Prairie Pride Brewing, 115 E. South Front Street for an Addition to their Class "LK-116938" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on September 18, 2021; such publication cost being \$; and

WHEREAS, a public hearing was held on September 28, 2021 for the purpose of discussing such liquor license application.

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 28, 2021.

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

Attest:

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

Approved as to Form	<input type="checkbox"/>	_____
September 24, 2021	<input type="checkbox"/>	City Attorney



# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item G-4

**#2021-237 - Approving Agreement with Clean Community Systems**

Staff Contact: Stacy Nonhof, Interim City Attorney

# **Council Agenda Memo**

**From:** Stacy Nonhof, Interim City Attorney

**Meeting:** September 28, 2021

**Subject:** Agreement with Grand Island Area Clean Community System

**Presenter(s):** Stacy Nonhof, Interim City Attorney

## **Background**

Grand Island Area Clean Community System and City Administration are proposing for FY 2021-22 an appropriation of \$30,000.00 for services provided by Grand Island Area Clean Community System (GIACCS). Prior to any monies being paid out to GIACCS for FY 2021-22, an Agreement is needed to specify the obligations of each party and payment terms.

## **Discussion**

The City is authorized to establish and provide for the support of any service, facility, or system required by the Integrated Solid Waste Management Act pursuant to the authority of Section 13-2021 of the Nebraska Revised Statutes, as amended. The Integrated Solid Waste Management Act requires the implementation of a solid waste management plan to provide for a local waste reduction and recycling program. GIACCS actively educates the public on recycling and solid waste and other environmental issues, and provides an educational resource center on such issues. GIACCS proposes a contract with the City to provide the following services:

1. Develop and print 20,000 utility bill inserts one to two times per year on environmental issues.
2. Develop and print 20,000 recycling brochures annually, updating recycling opportunities in Grand Island.
3. Work with local recyclers to identify public misunderstanding of existing recycling programs. Assist in providing public education to maximize recycling program use and minimize problems.
4. Foster and support corridor litter controls and beautification groups and organizations.
5. Provide and maintain information on environmental/recycling issues and concerns.
6. Provide consulting services to implement integrated solid waste plans.
7. Endorse and encourage recycling through educational presentations.

8. Conduct presentations on environmental issues and concerns to school groups, civic organizations and governmental agencies.
9. Coordinate community clean-ups with the City of Grand Island Solid Waste Superintendent.
10. Work with the Solid Waste Superintendent to collect and evaluate recycling/diversion data from local recyclers.
11. Secure grant funding on an annual basis to provide household hazardous waste collection and disposal services for the citizens of Grand Island.

In consideration of GIACCS performing the services provided for in this agreement, the City agrees to pay GIACCS Thirty Thousand and No/100 Dollars (\$30,000.00) annually.

### **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 Grand Island Area Clean Community System.

### **Sample Motion**

Move to approve the Agreement with Grand Island Area Clean Community System.



## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **GRAND ISLAND AREA CLEAN COMMUNITY SYSTEM**, hereinafter referred to as "CCS".

WHEREAS, the City is authorized to establish and provide for the support of any service, facility, or system required by the Integrated Solid Waste Management Act pursuant to the authority of Section 13-2021 of the Nebraska Revised Statutes, as amended; and

WHEREAS, the Integrated Solid Waste Management Act requires the implementation of a solid waste management plan to provide for a local waste reduction and recycling program; and

WHEREAS, the CCS actively educates the public on recycling and solid waste and other environmental issues, and provides an educational resource center on such issues; and

WHEREAS, the City desires to and the City Council has approved such expenses within the 2021-2022 fiscal year's budget adopted by City Council on \_\_\_\_\_, 2021 to contract with CCS to perform certain services associated with environmental, solid waste and recycling matters.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and the CCS agree as follows:

1.     **RESPONSIBILITIES.** The CCS agrees to perform the following services pursuant to this agreement:

(A) Develop and print 20,000 utility bill inserts one to two times per year on environmental issues.

(B) Develop and print 20,000 recycling brochures annually, updating recycling opportunities in Grand Island.

(C) Work with local recyclers to identify public misunderstanding of existing recycling programs. Assist in providing public education to maximize recycling program use and minimize problems.

(D) Foster and support corridor litter controls and beautification groups and organizations.

(E) Provide and maintain information on environmental/recycling issues and concerns.

(F) Provide consulting services to implement integrated solid waste plans.

(G) Endorse and encourage recycling through educational presentations.

(H) Conduct presentations on environmental issues and concerns to school groups, civic organizations and governmental agencies.

(I) Coordinate community clean-ups with the City of Grand Island Solid Waste Superintendent.

(J) Work with the Solid Waste Superintendent to collect and evaluate recycling/diversion data from local recyclers.

(K) Secure grant funding on an annual basis to provide household hazardous waste collection and disposal services for the citizens of Grand Island.

2. COMPENSATION. In consideration of the CCS performing the services provided for in this agreement, the City agrees to pay the CCS Thirty Thousand and No/100 Dollars (\$30,000.00) annually for a total contract price of Thirty Thousand Dollars and No/100 (\$30,000.00) Payment shall be made in four (4) quarterly installments of Seven Thousand Five Hundred Dollars and No/100 (\$7,500.00) with the first installment due and payable upon execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. TERM. This agreement shall take effect on October 1, 2021, after its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2022.

4. LIMITATION. CCS hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated herein.

5. TERMINATION. Either party may terminate this contract upon sixty (60) days written notice to the other party.

6. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the City and CCS notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

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

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk

GRAND ISLAND AREA CLEAN  
COMMUNITY SYSTEM

By:



---

L. Denise McGovern-Gallagher, Executive Director

# **Grand Island Area Clean Community System Partnership with the City of Grand Island Annual Report**

DATE: August 10, 2021

TO: Mayor Steele, members of the City Council, City Administrator Jerry Janulewicz, and Citizens of Grand Island.

FROM: L. Denise McGovern-Gallagher, Executive Director

Grand Island Area Clean Community System (CCS) and its Household Hazardous Waste facility is proud to have been in operation since 2012. Even through Covid-19 and now the delta variant have impacted our intake, we have remained open Monday-Friday 8:00 am to 4:30 pm and the 1<sup>st</sup> & 3<sup>rd</sup> Saturday of each month from 8:00 am to Noon. Serious precautions are in place to meet the needs of the public. For the protection of our staff, we did close our Swap Shop for a short period of time; however we are open and try to meet the needs of the public by shopping for them personally.

CCS is fortunate to have a remarkable partner like the City of Grand Island. The funding provided is used to match grants we apply for and receive from Nebraska Environmental Trust (NET) and Nebraska Department of Environment and Energy (NDEE). The majority of funding received ensures the proper operation of the Betty Curtis Household Hazardous Waste Facility. The balance of our grant funding helps facilitate our public education on the importance of recycling; the proper disposal of household hazardous waste; and the promotion of a sense of pride in a safe and clean community.

Assisting us in the safe disposal of hazardous waste, we contract with Clean Harbors Environmental. During the past year we accepted 150,787 pounds of hazardous waste. This amount is slightly up from the previous year. As for the cost to safely dispose of the waste, costs have increased slightly as well as our supplies to package waste. This past year we shipped 134,850 lbs. at a cost of \$110,346.97. We are seeing more individuals come from our neighboring communities, but the largest volume users is from Grand Island/Hall County. CCS's staff continues to remain certified to handle, sort, and package hazardous waste.

To promote recycling our "Swap Shop" continues to gain attention. We take normal every day item likes laundry detergent and motor oils and place them in an area of our building called the Swap Shop. The general public is encouraged to visit this area and take "free of charge" anything of interest. Items in high demand are latex paint, spray paint, stains, weed killer and fertilizers, automotive oils, house cleaners, caulking, and antifreeze. These items come to us as waste; however, some are new or nearly new that can be reused. In the past fiscal year we served around 1,600 individuals by reusing 31,538 pounds.

Living up to our promise to the City of Grand Island and to the other communities we serve, we continue to accept electronics on a daily basis. Limitations on storage space require us to host one day collection events for items like projection TV's and CRT TV's. During the past year we have hosted two (2) of these events. During our October 2020 event we collected 49,873 pounds of older TV's filling a semi in about two (2) hours. We had 266 individuals utilize our services. Our second event was held in June when restrictions were lifted. During this event we accepted 40,912 pounds and 130 individuals utilized the event. These collections are funded from grants provided by Nebraska Environmental Trust and Nebraska Recycling Council and are free of charge to its users.

At the time of this report we are in the thick of our 6<sup>th</sup> Annual City-wide Clean-up. We have a lot of our participants back this year and we have many new ones. In May we preformed the Litter Index. The report look extremely good this year. It may be in part to all the early spring litter clean-ups due to the nicer weather.

To help bring awareness to recycle, we produce the Annual Recycling Guide. This guide is placed in the March utility billing. We have over 55 partners to ensure recycling is done in Grand Island/Hall County. Our July insert focuses on hazardous waste, litter, and public education classes. We are also working with a local business to bring glass recycling to the Grand Island area.

Pulling together all the different aspects of Clean Community System is public education. Without public education the mission we live by would not succeed. On staff is a full time Keep America Beautiful Coordinator. The majority of our instruction is done in a school room environment, but we also participate in area events like: Bear Fair at the City Library, Parks and Recreation summer fun camps, Nebraska State Fair, Hall County Fair, Rowe Platte River Safari, Girl Scouts, Groundwater Festival, YMCA Summer Fun Club, Motor Litter Awareness Day, and Earth Week

We appreciate the support the City of Grand Island continues to provide and look forward to a long relationship that will benefit the citizens of Grand Island and Hall County.

Grand Island Area Clean Community System  
L. Denise McGovern, Executive Director

## RESOLUTION 2021-237

WHEREAS, the City of Grand Island is authorized to establish and provide for the support of any service, facility, or system required by the Integrated Solid Waste Management Act pursuant to the authority of Section 13-2021 of the Nebraska Revised Statutes, as amended; and

WHEREAS, the Integrated Solid Waste Management Act requires the implementation of a solid waste management plan to provide for a local waste reduction and recycling program. Grand Island Area Clean Community System (GIACCS) actively educates the public on recycling and solid waste and other environmental issues, and provides an educational resource center on such issues; and

WHEREAS, GIACCS proposes a contract with the City to provide the following services:

1. Develop and print 20,000 utility bill inserts one to two times per year on environmental issues.
2. Develop and print 20,000 recycling brochures annually, updating recycling opportunities in Grand Island.
3. Work with local recyclers to identify public misunderstanding of existing recycling programs. Assist in providing public education to maximize recycling program use and minimize problems.
5. Foster and support corridor litter controls and beautification groups and organizations.
6. Provide and maintain information on environmental/recycling issues and concerns.
7. Provide consulting services to implement integrated solid waste plans.
8. Endorse and encourage recycling through educational presentations.
9. Conduct presentations on environmental issues and concerns to school groups, civic organizations and governmental agencies.
10. Coordinate community clean-ups with the City of Grand Island Solid Waste Superintendent.
11. Work with the Solid Waste Superintendent to collect and evaluate recycling/diversion data from local recyclers.
12. Secure grant funding on an annual basis to provide household hazardous waste collection and disposal services for the citizens of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement with Grand Island Area Clean Community System for services as set forth above for a fee of Twenty-Seven Thousand Five Hundred and No/100 Dollars (\$30,000.00) annually for a total contract price of Twenty-Seven Thousand Five Hundred Dollars and No/100 (\$30,000.00).

Approved as to Form	☐ _____
September 22, 2021	☐ City Attorney

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 28, 2021.

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Roger G. Steele, Mayor

Attest:

---

RaNae Edwards, City Clerk

- 2 -



# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item G-5

**#2021-238 - Approving Bid Award -Class II Chimney Inspection at Platte Generating Station**

Staff Contact: Tim Luchsinger, Stacy Nonhof



# **Council Agenda Memo**

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

**Meeting:** September 28, 2021

**Subject:** Class II Chimney Inspection at Platte Generating Station

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

## **Background**

Every three years the chimney at the Platte Generating Station is inspected and cleaned. The chimney underwent a Class 1 inspection in 2019. These inspections are performed on a regular basis by both plant personnel and chimney inspection contractors. The top exterior platform of the ladder safety rail has experienced corrosion from the stack flue gases that periodically downdraft around the top of the stack. This safety rail is used for fall prevention while climbing the stack and requires replacement.

The next outage is scheduled for October of this year. Plant engineering staff drafted specifications to perform the required inspection, replace the safety rail, and repaint portions of the ladders and platforms.

## **Discussion**

The specification for the Class II Chimney Inspection at Platte Generating Station was advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on September 9, 2021. Specifications were sent to four potential bidders and responses were received as listed below. The engineer's estimate for this project was \$110,000.00.

The bids were reviewed by plant management staff. All bids had exceptions noted. The bid from Pullman Power, LLC, is complete, is the lowest and best bid and is compliant with specifications.

Bidder	Base Bid Amount
Pullman Power, LLC Kansas City, Missouri	\$ 68,800.00
Structural Preservation Systems, LLC Cheshire, Connecticut	\$ 80,125.00
ICC – Commonwealth	

Joliet, Illinois	\$184,280.00
Industrial Access, Inc. Cumming, Georgia	\$199,520.01

### **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 of Pullman Power, LLC, of Kansas City, Missouri, as the low responsive bidder, with a bid in the amount of \$68,800.00.

### **Sample Motion**

Move to approve the bid in the amount of \$68,800.00 from Pullman Power, LLC, of Kansas City, Missouri for the Class II Chimney Inspection at Platte Generating Station.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** September 9, 2021 at 2:00 p.m.

**FOR:** Class II Chimney Inspection at Platte Generating Station

**DEPARTMENT:** Utilities

**ESTIMATE:** \$110,000.00

**FUND/ACCOUNT:** 520

**PUBLICATION DATE:** August 25, 2021

**NO. POTENTIAL BIDDERS:** 4

**SUMMARY**

<b>Bidder:</b>	<b><u>Structural Preservation Systems, LLC</u></b> Cheshire, CT	<b><u>Pullman Power, LLC</u></b> Kansas City, MO
<b>Bid Security:</b>	Fidelity & Deposit Co.	Fidelity & Deposit Co.
<b>Exceptions:</b>	Noted	Noted
<b>Bid Price:</b>		
<b>Cleaning:</b>	\$ 7,000.00	\$13,000.00
<b>Inspection:</b>	\$19,000.00	\$12,100.00
<b>Materials:</b>	\$25,000.00	\$15,100.00
<b>Labor:</b>	\$28,000.00	\$28,400.00
<b>Sales Tax:</b>	<u>\$ 1,125.00</u>	<u>\$ 200.00</u>
<b>Total Bid:</b>	<u>\$80,125.00</u>	<u>\$68,800.00</u>

**Bidder:** ICC – Commonwealth  
Joliet, IL  
**Bid Security:** Federal Insurance Co.  
**Exceptions:** Noted

**Industrial Access, Inc.**  
**Cumming GA**  
**Argonaut Insurance Co.**  
**Noted**

<b>Bid Price:</b>		
<b>Cleaning:</b>	<b>\$67,020.00</b>	<b>\$ 20,039.20</b>
<b>Inspection:</b>	<b>\$20,590.00</b>	<b>\$ 32,108.20</b>
<b>Materials:</b>	<b>\$25,210.00</b>	<b>\$ 16,893.50</b>
<b>Labor:</b>	<b>\$68,445.00</b>	<b>\$129,212.10</b>
<b>Sales Tax:</b>	<b><u>\$ 3,015.00</u></b>	<b><u>\$ 1,267.01</u></b>
<b>Total Bid:</b>	<b>\$184,280.00</b>	<b>\$199,520.01</b>

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

Pat Gericke, Utilities Admin. Assist.  
Patrick Brown, Finance Director  
Tylor Robinson, Production Engineer

**P2307**

RESOLUTION 2021-238

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

WHEREAS, on September 9, 2021, bids were received, opened and reviewed; and

WHEREAS, Pullman Power, LLC, of Kansas City, Missouri submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$68,800.00; and

WHEREAS, the bid of Pullman Power, LLC, is less than the estimate for Class II Chimney Inspection.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Pullman Power, LLC, in the amount of \$68,800.00 for Class II Chimney Inspection, is approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 28, 2021.

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

Attest:

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

Approved as to Form	☐ _____
September 24, 2021	☐ City Attorney



# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item G-6

### **#2021-239 - Approving Acquisition of Utility Easement Tracts - 3490 Ewoldt Street (Tabitha Grand Island, Inc.)**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

## RESOLUTION 2021-239

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

WHEREAS, a public hearing was held on September 28, 2021, for the purpose of discussing the proposed acquisition of two (2) Twenty (20.0) foot wide easement tracts located through Lot One (1), Prairie Commons Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

### **TRACT 1 (EXHIBIT A)**

Commencing at the Northwest corner of Lot Two (2), Prairie Commons Fourth Subdivision in the City of Grand Island, Hall County, Nebraska; thence on an assumed bearing of S01°39'23"E, along the West line of Lot Two (2), a distance of six and thirty-one hundredths (6.31) feet to the ACTUAL Point of Beginning; thence continuing S01°39'23"E along said West line, a distance of one hundred twenty-two and forty-one hundredths (122.41) feet; thence S87°57'04"W, a distance of one hundred seventy-six and sixty-six hundredths (176.66) feet; thence N01°39'23"W, a distance of twenty (20.0) feet; thence N87°57'04"E, a distance of one hundred fifty-six and sixty-six hundredths (156.66) feet; thence N01°39'23"W, a distance of one hundred nine and ninety hundredths (109.90) feet to a point of curvature; thence around a curve in a counter clockwise direction having a delta angle of 11°59'28", a radius of one hundred two (102.0) feet, and a chord bearing of S71°28'23"E, a chord distance of twenty-one and thirty-one hundredths (21.31) feet; to the said Point of Beginning.

### **TRACT 2 (EXHIBIT B)**

Commencing at the Northwest corner of Lot One (1), Prairie Commons Fourth Subdivision in the City of Grand Island, Hall County, Nebraska; thence on an assumed bearing of S02°03'02"E, along the West line of said Lot One (1), a distance of five hundred seventy-nine and three hundredths (579.03) feet; thence N87°56'58"E, a distance of one hundred sixty-eight and seventy four hundredths (168.74) feet to the ACTUAL Point of Beginning; thence continuing N87°56'58"E, a distance of one hundred thirty-two and eighty hundredths (132.80) feet; thence S01°39'23"E, a distance of twenty (20.0) feet; thence S87°56'58"W, a distance of one hundred thirty-two and eighty hundredths (132.80) feet; thence N01°39'23"W, a distance of twenty (20.0) feet to the said Point of Beginning.

Approved as to Form	by _____
September 24, 2021	City Attorney

The above-described easement and right-of-way containing a combined total of .191 acres, more or less as shown on the plats dated 7/12/2021, marked Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire public utility easements from Tabitha Grand Island, Inc., on the above-described tracts of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 28, 2021.

---

Roger G. Steele, Mayor

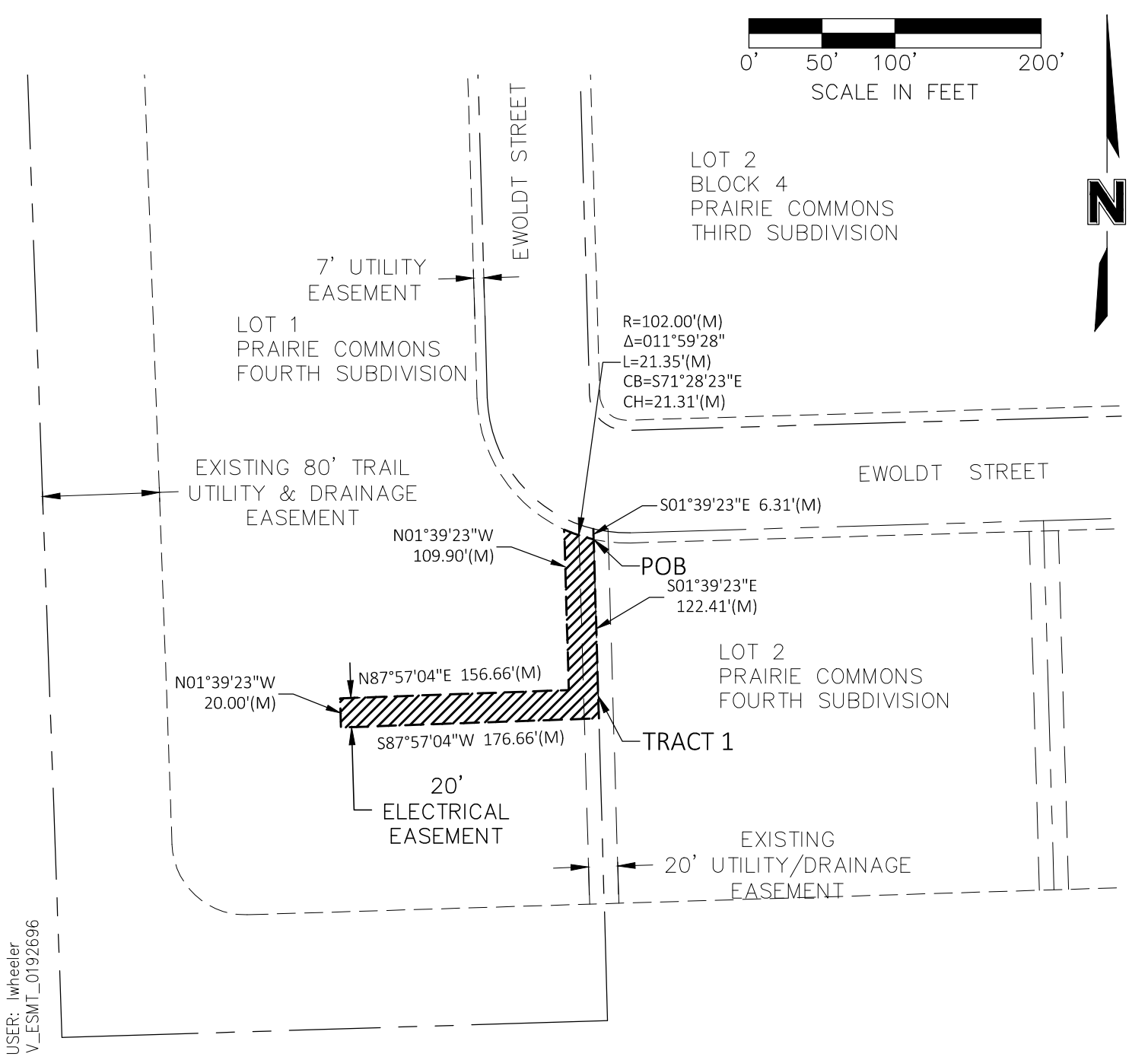
Attest:

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RaNae Edwards, City Clerk



DWC: F:\2019\2501-3000\019-2696\40-Design\Survey\SRVY\Sheets\V\_ELC ESMT\_0192696.dwg  
DATE: Aug 10, 2021 10:13pm XREFS: V\_RWAY-PC 3RD\_61176 C\_PBASE\_0192696\_SPC



20' ELECTRICAL EASEMENT DESCRIPTION

A 20' ELECTRICAL EASEMENT LOCATED IN PART OF LOT 1, PRAIRIE COMMONS FOURTH SUBDIVISION, IN THE CITY OF GRAND ISLAND HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

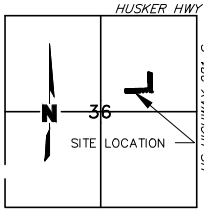
BEGINNING AT THE NORTHWEST CORNER OF LOT 2, PRAIRIE COMMONS FOURTH SUBDIVISION; THENCE ON AN ASSUMED BEARING OF S01°39'23"E, ALONG THE WEST LINE OF LOT 2, A DISTANCE OF 6.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S01°39'23"E ALONG SAID WEST LINE DISTANCE OF 122.41 FEET; THENCE S87°57'04"W A DISTANCE OF 176.66 FEET; THENCE N01°39'23"W A DISTANCE OF 20.00 FEET; THENCE N87°57'04"E A DISTANCE OF 156.66 FEET; THENCE N01°39'23"W A DISTANCE OF 109.90 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 11°59'28", A RADIUS OF 102.00 FEET, AND A CHORD BEARING OF S71°28'23"E A CHORD DISTANCE OF 21.31 FEET; TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 5648 SQUARE FEET OR 0.130 ACRES MORE OR LESS.

LEGEND

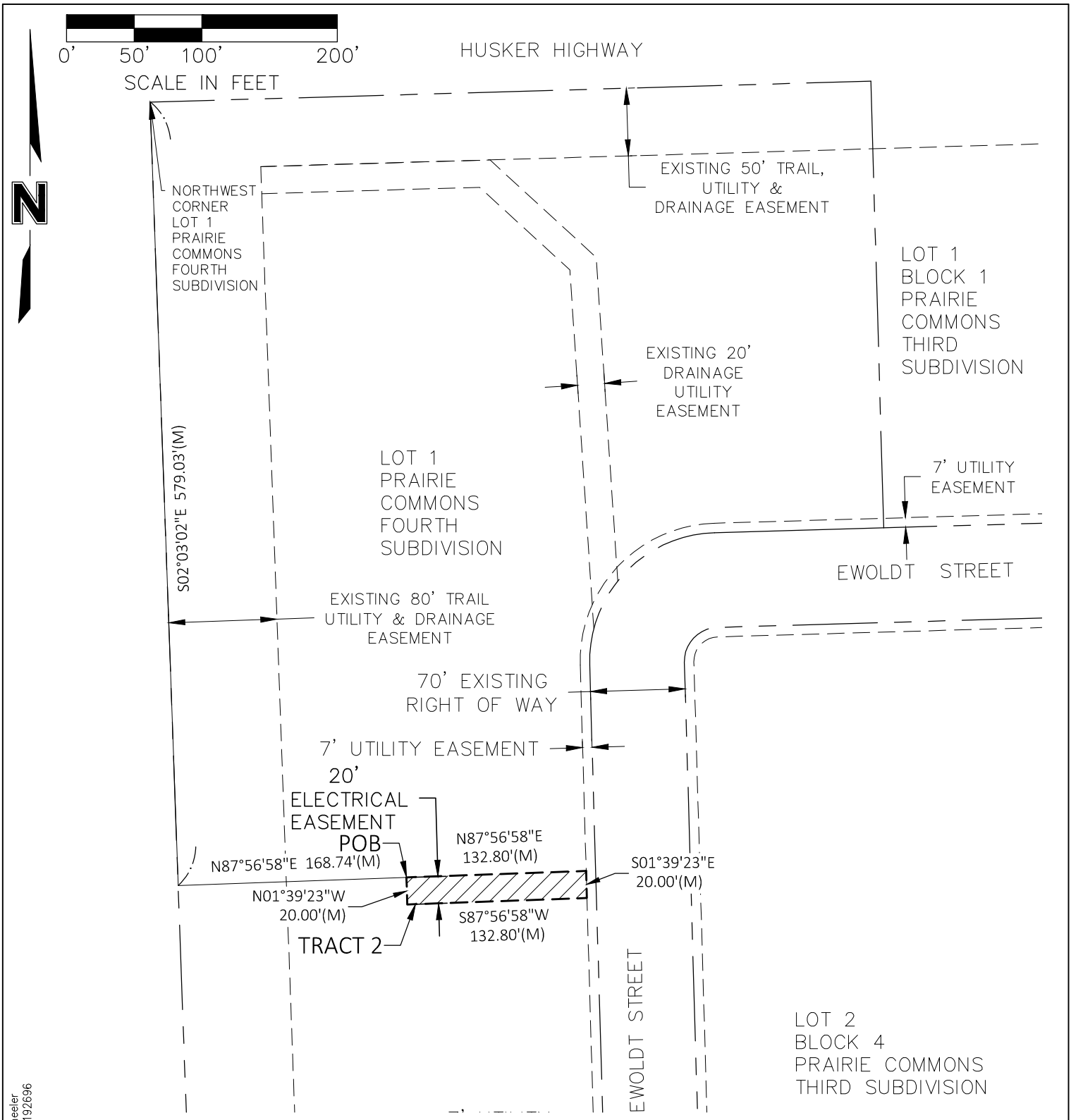
- PROPERTY LINE
- EXISTING EASEMENT LINE
- PROPOSED 20' ELECTRICAL EASEMENT

LOCATION MAP

SEC. 36 T11N-R10W  
NOT TO SCALE



PROJECT NO: 019-2696	20' ELECTRICAL EASEMENT-TRACT 1	olsson	201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750	EXHIBIT
DRAWN BY: SR				A
DATE: 07/12/2021				



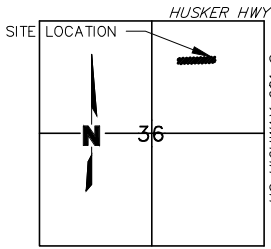
20' ELECTRICAL EASEMENT DESCRIPTION

A 20' ELECTRICAL EASEMENT LOCATED IN PART OF LOT 1, PRAIRIE COMMONS FOURTH SUBDIVISION, IN THE CITY OF GRAND ISLAND HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, PRAIRIE COMMONS FOURTH SUBDIVISION; THENCE ON AN ASSUMED BEARING OF S02°03'02"E, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 579.03 FEET; THENCE N87°56'58"E A DISTANCE OF 168.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N87°56'58"E A DISTANCE OF 132.80 FEET; THENCE S01°39'23"E A DISTANCE OF 20.00 FEET; THENCE S87°56'58"W A DISTANCE OF 132.80 FEET; THENCE N01°39'23"E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID 20' ELECTRICAL EASEMENT CONTAINS A CALCULATED AREA OF 2655 SQUARE FEET OR 0.061 ACRES MORE OR LESS.

LOCATION MAP

SEC. 36 T11N-R10W  
NOT TO SCALE



LEGEND

- PROPERTY LINE
- EXISTING EASEMENT LINE
- PROPOSED 20' ELECTRICAL EASEMENT

PROJECT NO: 019-2696	20' ELECTRICAL EASEMENT-TRACT 2		201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750	EXHIBIT
DRAWN BY: SR				B
DATE: 07/12/2021				



# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item G-7

### **#2021-240 - Approving Acquisition of Utility Easement - 3540 Ewoldt Street (PCJV, LLC)**

*This item relates to the aforementioned Public Hearing item E-5.*

Staff Contact: Tim Luchsinger, Stacy Nonhof

## RESOLUTION 2021-240

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

WHEREAS, a public hearing was held on September 28, 2021, for the purpose of discussing the proposed acquisition of a Fifteen (15.0) foot wide easement located through Lot Three (3), Block Two (2), Prairie Commons Third Subdivision, in the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

Commencing at the Southwest corner of Lot Three (3), Block two (2), Prairie Commons Third Subdivision in the City of Grand Island, Hall County, Nebraska; thence easterly, along the southerly line of said Lot Three (3), Block Two (2), a distance of forty-nine (49.0) feet to the ACTUAL Point of Beginning; thence northerly and perpendicular to the southerly line of said Lot Three (3), Block Two (2), a distance of fifteen (15.0) feet; thence easterly and parallel with the southerly line of said Lot Three (3), Block Two (2), a distance of fifteen (15.0) feet; thence southerly and perpendicular to the southerly line of said Lot Three (3), Block Two (2), a distance of fifteen (15.0) feet to a point on the southerly line of said Lot Three (3), Block Two (2); thence westerly along the southerly line of said Lot Three (3), Block Two (2), a distance of fifteen (15.0) feet to the said Point of Beginning.

The above-described easement and right-of-way containing a total of .005 acres, more or less as shown on the plat dated 8/31/2021, marked Exhibit "A" attached hereto and incorporated herein by reference.

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

- - -

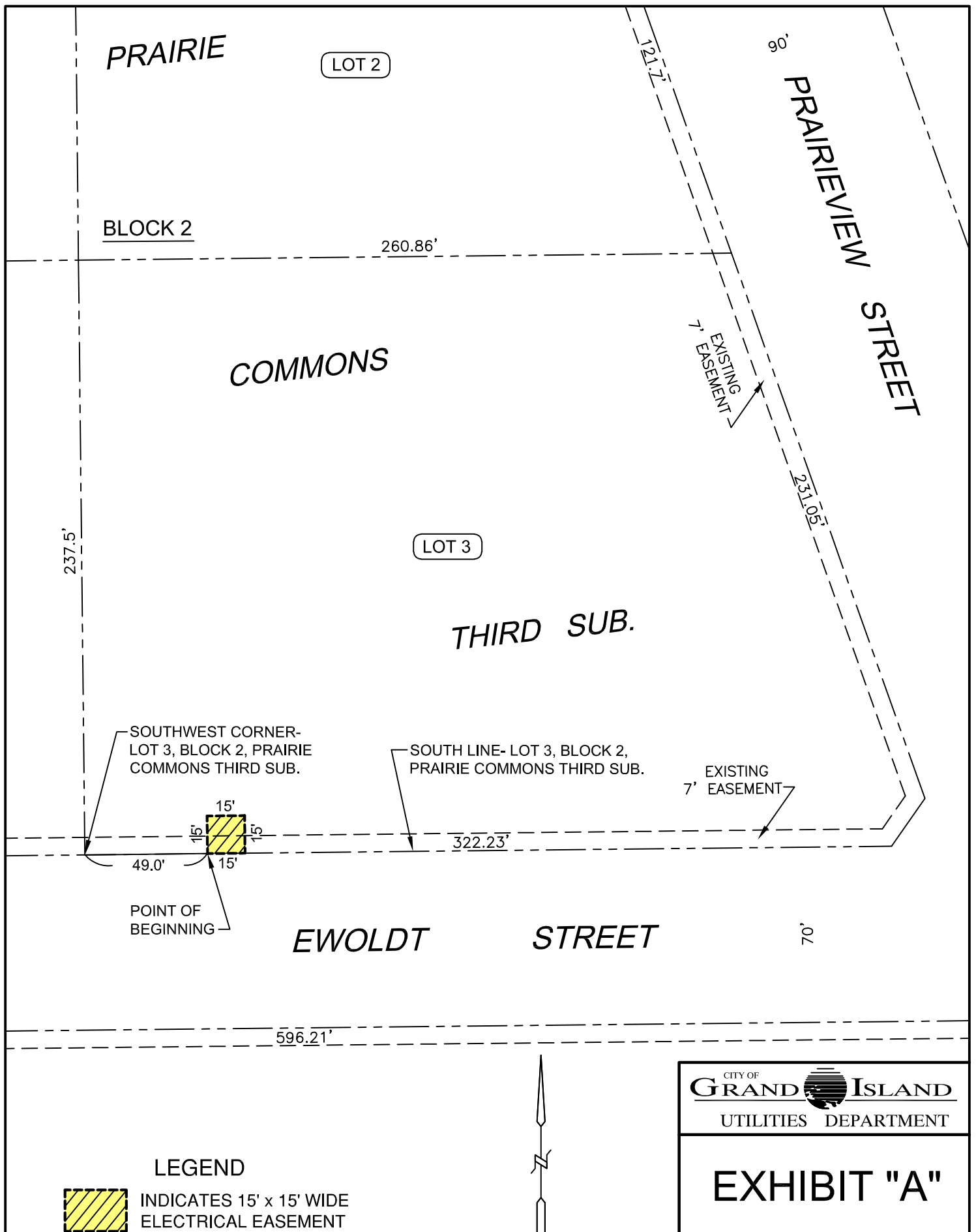
Adopted by the City Council of the City of Grand Island, Nebraska, September 28, 2021.

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

Attest:

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

Approved as to Form	☐ _____
September 24, 2021	☐ City Attorney





# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item G-8

**#2021-241 - Approving Renewable Energy Certificate Purchase  
and Sale Agreement (Evergy)**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting:** September 28, 2021

**Subject:** Renewable Energy Certificate Purchase and Sale Agreement -  
Eversource

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

## **Background**

Included in the Grand Island Utilities Department's generation portfolio are several wind facilities, primarily the Prairie Breeze III project. Part of the decision to enter into these projects was in anticipation of implementation of the federal government's proposed Clean Power Plan, in which renewable energy credits (REC's) from wind generation projects could be used to offset carbon dioxide emissions from a utility's fossil fueled generation source. Implementation of this plan did not occur; however, the Utilities Department has been accruing RECs and will continue to do so until possible regulations will require their use. There is a demand and a market for RECs, primarily from utilities that operate in states or regions that have renewable energy standards or from corporate mandates for reducing their carbon footprint. Looking for expertise in marketing our RECs, Utilities Department management staff developed a Request for Proposals for Renewable Energy Credit Marketing Services in accordance with City procurement policies.

## **Discussion**

Two proposals were received, however, only the proposal from Eversource Energy Partners met the REC marketing requirements of the RFP. Several options were discussed with Eversource with the intent on obtaining an equitable price for the RECs, while minimizing any risk to the Utilities Department. The option agreed upon involves Eversource purchasing the majority of the anticipated RECs produced by Prairie Breeze III for the years 2022 through 2024, and marketing the sale of RECs produced above this amount and the historical RECs already in the Utilities Department's account for a commission fee. The Renewable Energy Certificate Purchase and Sale Agreement with Eversource Kansas Central, Inc., is recommended by Utilities Department and Legal staff to be approved for execution by the mayor.

## **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 a future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve the Renewable Energy Certificate Purchase and Sale Agreement with Evergy Kansas Central, Inc., for execution by the Mayor.

## **Sample Motion**

Move to approve the Renewable Energy Certificate Purchase and Sale Agreement with Evergy Kansas Central, Inc., for execution by the Mayor.



**RENEWABLE ENERGY CERTIFICATE  
PURCHASE AND SALE AGREEMENT**

**THIS RENEWABLE ENERGY CERTIFICATE PURCHASE AND SALE AGREEMENT** (“**Agreement**”) is made as of September\_\_\_\_\_, 2021 (the “**Effective Date**”) between City of Grand Island, Nebraska (the “**City of Grand Island**”) with its principal place of business at \_\_\_\_\_ and Evergy Kansas Central, Inc. (“**Evergy**”) with its principal place of business at 818 South Kansas Avenue, 1st Floor, Topeka, KS 66612 (each a “**Party**” and collectively, the “**Parties**”).

WHEREAS, the Parties wish to buy and sell RECs (as hereinafter defined) on the terms set forth herein;

NOW THEREFORE, in consideration of their mutual covenants herein, the Parties agree as follows:

**ARTICLE 1  
DEFINITIONS**

“**Applicable Standard**” means the state or federal RPS or other mandatory or voluntary standard or set of rules specified in the Confirmation Letter.

“**Applicable Tracking System**” means the generation information system, generation attribute tracking system or other system specified in the Confirmation Letter that records generation from the Eligible Renewable Resources in a particular geographic region.

“**Attestation Form**” means the applicable attestation form required under the Applicable Standard identified in the Confirmation Letter.

“**Business Day**” means a day on which Federal Reserve member banks are open for business, beginning at 8:00 a.m. and end at 5:00 p.m. Eastern Prevailing Time.

“**Buyer**” is the Party buying RECs.

“**Confirmation Letter**” or “**Confirm**” means a Confirmation Letter included as Exhibit A, which constitutes part of and is subject to the terms and provisions of the Agreement.

“**Contract Price**” means the amount payable by Buyer to Seller for the RECs as agreed upon in the Confirmation Letter.

“**Costs**” means the present value of brokerage fees, commission, attorneys fees, and other similar third party transactions costs and expenses reasonably incurred by the Non-Defaulting Party either in terminating or replacing any arrangement pursuant to which it has hedged its obligations relating to a Terminated Transaction; and any charges, penalties, fines or fees imposed or assessed against the Non-Defaulting Party, or the entity to which the Non-Defaulting Party had resold the RECs, under the Applicable Standard on account of Delivery not occurring on the Delivery Deadline, as determined by the Non-Defaulting Party in a commercially reasonable manner.

“**Default**” and “**Defaulting Party**” are defined in Article 8.

“**Delivery**” or “**Deliver**” means delivery of the RECs by Seller to Buyer in accordance with the Applicable Standard by: (i) Seller’s electronic transfer of RECs to the Buyer’s account via and in

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accordance with the rules of the Applicable Tracking System, (ii) Buyer's provision to Seller of an Attestation, or (iii) as otherwise specified in the Confirmation Letter or by the Applicable Standard.

**"Delivery Deadline"** means the date specified in the Confirmation Letter.

**"Early Termination Date"** is defined in Article 9.2.

**"Eligible Renewable Resources"** mean sources of renewable energy that meet all requirements of the Applicable Standard.

**"Energy"** means three-phase, 60-cycle alternating current electric energy, expressed in megawatt hours.

**"Environmental Attributes"** means those aspects, claims, characteristics and benefits associated with the generation of a quantity of electricity by the Facility, other than the Energy produced, embodied in the REC pursuant to the Applicable Standard, and, in the absence of any withholding of any part thereof by Seller, all of them, and includes all the environmental, power source, and emission characteristics, credits, allowances, reductions, offsets, and benefits associated with the generation of electricity from the Facility and its displacement of generation from non-renewable energy resources, and any avoided emissions of carbon dioxide, methane, and any other greenhouse gases, but do not include (i) any avoided emissions of nitrogen oxides (NOx) during enforcement seasons for states participating in the Environmental Protection Agency's NOx Budget Trading Program, (ii) production tax credits and investment tax credits associated with the Facility, (iii) any liabilities, including adverse wildlife or environmental impacts or (iv), unless the Parties have expressly agreed otherwise, tradable emission allowances or other entitlements to produce emissions issued by a governmental authority and allocated to the Facility on a basis other than actual generation of avoided emissions associated with the generation of electricity by the Facility.

**"Facility"** means, if specified, the resource designated in a Confirmation Letter, which the Seller represents is an Eligible Renewable Resource(s).

**"Firm"** is defined in Article 2.5.1.

**"Force Majeure"** means an event or circumstance which materially adversely affects the ability of a Party to perform its obligations under this Agreement, which event or circumstance was not reasonably anticipated as of the Trade Date and which is not within the reasonable control of, or the result of the negligence of, the Party claiming Force Majeure, and which the claiming Party is unable to overcome or avoid or cause to be avoided, by the exercise of reasonable care. Force Majeure may not be based on (i) the loss or failure of Buyer's markets; (ii) Buyer's inability economically to use or resell the RECs; (iii) Seller's ability to sell the RECs to another at a price greater than the Contract Price; (iv) Buyer's ability to produce RECs; or (v) Buyer's ability to purchase product similar to the RECs at a price less than the Contract Price. With respect to a Party's obligation to make payments hereunder, Force Majeure will be only an event or act of a governmental authority that on any day disables the banking system through which a Party makes such payments.

**"Gains"** mean the present value of the economic benefit to a Party, if any (exclusive of Costs), resulting from the termination of a Terminated Transaction, determined in a commercially reasonable manner.

**"Interest Rate"** is equal to Prime lending rate published under the heading "Money Rates" in the Wall Street Journal.

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**“Losses”** means the present value of the economic loss to a Party, if any (exclusive of Costs), resulting from termination of a Terminated Transaction, determined in a commercially reasonable manner.

**“MWh”** means megawatt-hour.

**“Non-Defaulting Party”** is defined in Article 9.2.

**“Payment Date”** is defined in Article 5.1.

**“Project Contingent”** is defined in Article 2.5.3.

**“Renewable Energy Certificate”** or **“RECs”** means the Environmental Attributes and Reporting Rights associated with the generation of one (1) MWh of Energy from one or more Facilities.

**“Renewable Portfolio Standard”** or **“RPS”** means a state or federal law, rule or regulation that requires a stated amount or minimum proportion or quantity of Energy that is sold or used by specified persons to be generated from Eligible Renewable Resources.

**“Reporting Rights”** means the right to report and register the exclusive ownership of the Environmental Attributes in compliance with federal, state, or local law, if applicable, and to a federal or state agency or any other party at the Buyer’s discretion, and include without limitation those Reporting Rights accruing under Section 1605(b) of the Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program.

**“Seller”** is the Party selling RECs.

**“Settlement Amount”** means the Losses or Gains, and Costs, which the Non-Defaulting Party incurs as a result of the liquidation of a Terminated Transaction pursuant to Article 9.2.

**“Term”** means the duration of this Agreement, as set forth in Article 2.1.

**“Termination Payment”** is defined in Article 9.3

**“Terminated Transaction”** is defined in Article 9.2.

**“Trade Date”** means the date of the Confirmation Letter.

**“Unit Contingent”** is defined in Article 2.5.2.

**“Vintage”** means the calendar year, quarter, or other specified period of time in which the Energy associated with the RECs was generated.

**Rules of Construction.** “Or” is not necessarily exclusive. “Hereof,” “herein,” “hereunder,” and similar words refer to this Agreement in its entirety. “Articles” and “Exhibits” refer to Articles and Exhibits hereof unless otherwise stated or indicated. “Including” is not limiting and means “including without limitation”. All accounting terms and computations are construed in accordance with generally accepted accounting principles consistently applied. All references to a particular entity or market price index include a reference to such entity’s or index’s successors and (if applicable) permitted assigns.

## **ARTICLE 2 TRANSACTION**

### **2.1. Term.**

The term (“**Term**”) of this Agreement commences on the Effective Date and continues until terminated by either Party upon thirty (30) days’ written notice, except that any such termination is not effective until all payments, Deliveries and other obligations of the Parties under this Agreement have been completed.

### **2.2. Sale and Purchase Obligation.**

Seller agrees to provide and Buyer agrees to purchase RECs according to the terms of this Agreement and any Confirmation Letters now or hereafter entered into between the Parties.

### **2.3. Quantity and Price.**

Seller shall sell and Buyer shall purchase RECs in the quantities and at the Contract Prices specified in Confirmation Letters now or hereafter entered into between the Parties.

### **2.4. Disclosure.**

In order to promote the sale of RECs to its customers or potential customers, Buyer is expressly authorized to disclose to third parties Seller’s name and renewable generation facility details including location, capacity, output, commercial on-line date, and vintage of RECs. Any disclosure will exclude such confidential details as price and payment term, unless otherwise required by Nebraska Public Records law. Buyer is further authorized to, at Buyer's own expense and with Seller’s reasonable cooperation, monitor, measure, verify, calculate, disclose and claim for the benefit of Buyer any matter respecting the RECs or any aspects thereof pursuant to any present or future protocol, standard, or guidance.

### **2.5. Delivery.**

Seller shall Deliver, and Buyer shall receive, the RECs to Buyer by the Delivery Deadline via the Applicable Tracking System (or other mechanism provided for in the Confirmation Letter) such that all rights, title to and interest in the RECs shall transfer from Seller to Buyer upon such delivery and in accordance with the rules of the Applicable Tracking System, and Buyer will then have the exclusive right to use the RECs under the Applicable Standard or under any other program for which there exists a market registry or reporting for the RECs.

#### **2.5.1 Firm Delivery Obligation**

If the Confirmation Letter provides that the RECs Delivery obligation is a “**Firm**” obligation, the Seller shall transfer the RECs by the Delivery Deadline, without excuse other than Force Majeure. Unless otherwise specified in the Confirmation Letter, the Delivery obligation thereunder shall be deemed Firm.

#### **2.5.2 Unit Contingent Delivery Obligation.**

If the Confirmation Letter provides that the RECs Delivery obligation is “**Unit Contingent**”, then Seller’s obligations to Deliver the RECs is excused to the extent that the Facility is not able to

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generate Environmental Attributes in the Vintage or other agreed time period as specified in the Confirmation Letter, due to the performance of the Facility.

### **2.5.3 Project Contingent Delivery Obligation.**

If the Confirmation Letter provides that the RECs Delivery obligation is “**Project Contingent**”, then Seller’s obligation to Deliver the RECs is excused to the extent that the Facility is not able to generate the Environmental Attributes in the Vintage or other agreed time period as specified in the Confirmation Letter, due to a delay or failure in constructing or obtaining necessary approvals to construct or modify and operate the new or modified Facility, or due to other reason(s) as specified in the Confirmation Letter.

### **2.6 Confirmation**

Unless otherwise agreed in writing, Seller will send Buyer a Confirmation Letter, which may be in substantially the form attached hereto as Exhibit A, as modified to support the specific RECs. Upon receipt of such Confirmation Letter, the other Party shall promptly return a written acceptance thereof, which may be signed copy of the Confirmation Letter.

## **ARTICLE 3 REPRESENTATIONS**

### **3.1. Authority.**

Each Party represents and warrants to the other Party that (i) it is a legal entity, duly formed and validly existing and in good standing under the laws of the state of its formation, (ii) it has the full power and authority to execute, deliver, and perform this Agreement and to carry out the transactions contemplated hereby; (iii) its execution and delivery hereof and performance of the transactions contemplated hereunder have been duly authorized by all requisite entity action, and this Agreement has been duly executed and delivered by it and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws generally affecting creditors’ rights and by equitable principles; (iv) no authorization, consent, notice to or registration or filing with any governmental authority is required for the execution, delivery and performance by it hereof; (v) none of the execution, delivery and performance by it hereof conflicts with or will result in a breach or violation of any law, contract or instrument to which it is bound; (vi) there are no proceedings by or before any governmental authority, now pending or (to the knowledge of such Party) threatened, that if adversely determined could have a material adverse effect on such Party’s ability to perform the Party’s obligations under this Agreement; (vii) no Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement; and (viii) it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement.

### **3.2. Forward Contract Merchant.**

Each Party represents that it is a “forward contract merchant” within the meaning of Section 101(26) of the Bankruptcy Code, and this Agreement and all transactions hereunder constitute “forward contracts” within the meaning of Section 101(25) of the Bankruptcy Code.

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### **3.3. Seller Representations and Warranties.**

Seller agrees, represents, and warrants to Buyer that:

- a) Each REC represents the Environmental Attributes and Reporting Rights associated with the generation of one (1) MWh of Energy from one or more Facilities. Seller has the contractual rights to sell all right, title, and interest in the RECs agreed to be Delivered hereunder.
- b) Seller has not sold the RECs to any other person or entity, and that at the time of Delivery all rights, title, and interest in the RECs are free and clear of all liens, taxes, claims, security interests, or other encumbrances of any kind whatsoever.
- c) The Energy generated with the RECs was not and will not be separately sold, marketed, reported, or otherwise represented as renewable energy, renewable electricity, clean energy, zero-emission energy, or in any similar manner.
- d) The RECs Delivered hereunder, and the associated Environmental Attributes and Reporting Rights will vest in Buyer, and Buyer will (i) have the exclusive rights to make all claims as to the Environmental Attributes associated with energy associated with such RECs generated by the Facility, or other applicable Facility, and (ii) have the right to report and register, as applicable, the exclusive ownership of the Environmental Attributes with any registry, system, agency, authority, or other party, either voluntarily or in compliance with any present or future domestic, international, or foreign law, regulation, registry or program.

## **ARTICLE 4 BILLING AND PAYMENT**

### **4.1. Billing and Payment Terms.**

Buyer shall pay the Contract Price as specified in EXHIBIT A – CONFIRMATION LETTER. Buyer is not obligated to pay for any RECs that have not been Delivered.

### **4.2. Weekends and Holidays.**

If Payment Date falls on a Saturday or bank holiday in New York, New York other than a Monday then the value of the previous New York banking day shall apply. If Payment Date falls on a Sunday or Monday banking holiday in New York, New York the value following New York, New York banking day shall apply.

### **4.3. Late Payments.**

Without limiting any other rights provided for herein, all overdue payments shall bear interest from the Payment Date to the date of actual payment at a rate equal to the lesser of (i) two percent over the Interest Rate and (ii) the maximum rate permitted by applicable law.

### **4.4. Disputes.**

To the extent a Party, in good faith, disputes any part of an invoice, such party shall pay the undisputed amount invoiced by the Payment Date. If any amount withheld under dispute is finally determined to

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have been due, such withheld amount shall be forwarded to the party to whom such amount is owed within twenty (20) Business Days of such determination, along with interest at the Interest Rate for overdue payments from, and including, the Payment Date, but excluding the date paid. Any dispute with respect to an invoice is waived unless the other Party is notified in writing within twelve (12) months after the invoice is rendered or any specific adjustment to the invoice is made. If an invoice is not rendered within twelve (12) months after the close of the month during which performance of a transaction occurred, the right to payment for such performance is waived.

#### **4.5. Taxes.**

Seller shall pay or cause to be paid all sales and other taxes imposed by any government authority on or with respect to the RECs Delivered prior and up to Delivery. Buyer shall pay or cause to be paid any of the same arising thereafter.

#### **4.6. Invoice and Payment Instructions.**

Payment shall be made by electronic funds transfer, or by other mutually agreed upon method, in immediately available funds, to the bank account name and account number as specified below, or as otherwise notified in writing to the party making payment by the party to whom payment is to be made.

Invoices to the City of Grand Island will be sent to:

City of Grand Island  
100 E. 1<sup>st</sup> Street  
Grand Island, NE 68801  
Attention: Tim Luchsinger, Utilities Director  
Phone: 308-385-5481  
Email: tim.luchsinger@giud.com

Payments to the City of Grand Island will be sent to:

City of Grand Island  
P.O. Box 1968  
Grand Island, NE 68802-1968  
Attention: Carla Kokes  
Phone: 308-389-0165  
Email: karlak@grand-island.com

Wiring instructions:

Bank: Five Points Bank, Grand Island, NE  
ABA: 104901678  
Account: 10731784  
Beneficiary: City of Grand Island  
Ref: Renewable Energy Credits

Invoices to Evergy Kansas Central, Inc. will be sent to:

Evergy Kansas Central, Inc.  
818 South Kansas Avenue  
1st Floor  
Topeka, KS 66612

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Attn: Jill Koch  
Phone: (785) 575-1644  
Email: [Jill.Koch@evergy.com](mailto:Jill.Koch@evergy.com)

Payments to Evergy Kansas Central, Inc. will be sent to:

Evergy Kansas Central, Inc.  
818 South Kansas Avenue  
1st Floor  
Topeka, KS 66612  
Attn: Jill Koch  
Phone: (785) 575-1644  
Email: [Jill.Koch@evergy.com](mailto:Jill.Koch@evergy.com)

Wiring instructions:

Bank: Wells Fargo Bank, N.A., San Francisco, CA  
ABA: 121000248  
Account: 2000027339736  
Beneficiary: Evergy Kansas Central, Inc.  
Ref: Renewable Energy Credits

## **ARTICLE 5 NOTICES**

All notices, requests, demands, offers, and other communications required or permitted to be made under this Agreement will be in writing and will be effective only if delivered: (a) in person, (b) by a nationally recognized delivery service, (c) by United States Mail, or (d) by electronic mail where mutually agreed. Notices are effective when received, except that notice by email is effective on confirmation of receipt only. Either Party may change its address or contact person(s) for notices by giving notice of such change consistent with this Article.

If to Evergy:

Evergy Kansas Central  
818 South Kansas Avenue  
1st Floor  
Topeka, KS 66612  
Attn: Mgr, Energy Trading & Credit Risk  
Phone: (785) 575-1648  
Email: [Credit.Risk@evergy.com](mailto:Credit.Risk@evergy.com)

If to the City of Grand Island:

City of Grand Island  
100 E. 1<sup>st</sup> Street  
Grand Island, NE 68801  
Attention: Tim Luchsinger,  
Utilities Director  
Phone: 308-385-5481  
Email: [tim.luchsinger@giud.com](mailto:tim.luchsinger@giud.com)

## **ARTICLE 6 GOVERNING LAW AND DISPUTE RESOLUTION**

This Agreement is governed by and construed in accordance with the laws of THE STATE OF NEBRASKA without regard to its conflict of laws principles.

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## **ARTICLE 7 ATTORNEY'S FEES**

In the event of any suit or other proceeding between any of the Parties hereto with respect to any of the transactions contemplated hereby or subject matter hereof, the prevailing Party shall be entitled to recover reasonable attorneys' fees, costs (including at the trial and appellate levels) and expenses of investigation.

## **ARTICLE 8 DEFAULTS**

A Party is in default ("**Default**") hereunder if that Party (the "**Defaulting Party**") does any of the following (each an "**Event of Default**"):

- (a) breach of its material obligations herein and not cure within five (5) Business Days of written notice of such breach;
- (b) if any representation or warranty made by it herein proves to have been misleading or false in any material respect when made and such Party does not cure the underlying facts so as to make such representation and warranty correct and not misleading within five (5) Business Days of written notice; or
- (c) if a Party:
  - (i) makes an assignment or any general arrangement for the benefit of its creditors,
  - (ii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors, or has such a petition filed against it, or
  - (iii) otherwise becomes bankrupt or insolvent (however evidenced).

## **ARTICLE 9 REMEDIES UPON DEFAULT**

### **9.1. Liquidated Damages.**

Buyer and Seller agree the amounts that are determined to be due from one Party to the other pursuant to this Article in its entirety represents the liquidated damages of each, and no part hereof represents a penalty.

### **9.2. Remedies.**

Upon an Event of Default, the other Party (the "**Non-Defaulting Party**") may do any or all of the following: (i) designate a day, no earlier than the day such notice is effective and no later than 20 days after such notice is effective, as an early termination date ("**Early Termination Date**") to accelerate all amounts owing between the Parties and to liquidate and terminate all or less than all transactions (each referred to as a "Terminated Transaction") between the Parties, (ii) withhold any payments due in respect of this Agreement and any other agreements between the Parties to the extent of its damages pursuant to this Article 10, (iii) suspend performance, and (iv) exercise such remedies as provided herein, including an action for damages (except as limited by Article 10.5). The Non-Defaulting Party will calculate, in a commercially reasonable manner, a Settlement Amount for each such Terminated Transactions as of the

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Early Termination Date (or, to the extent that in the reasonable opinion of the Non-Defaulting Party certain of such Terminated Transactions are commercially impracticable to liquidate and terminate or may not be liquidated or may not be liquidated and terminated under applicable law on the Early Termination Date, as soon thereafter as is reasonably practicable). Without being required to do any of the foregoing or set a Termination Payment for all transactions and Confirmation Letters, if either Party does not Deliver any RECs by the Delivery Deadline as set forth on a Confirmation Letter, the Buyer may treat that Confirmation Letter as being in Default and a Terminated Transaction, without terminating or cancelling any other Confirmation Letters hereunder, and calculate, as a Non-Defaulting party, the amount due from the Seller for such Terminated Transaction, and in such case Seller shall pay such amount within two days of notice from the Non-Defaulting Party.

### **9.3. Net Out of Settlement Amounts.**

The Non-Defaulting Party will aggregate all Settlement Amounts into a single amount by netting out (a) all amounts that are due to the Defaulting Party for RECs that has been Delivered and not yet paid for, plus, at the option of the Non-Defaulting Party, any or all other amounts due to the Non-Defaulting Party under this Agreement against (b) all Settlement Amount that are due to the Non-Defaulting Party under this Agreement, so that all such amounts will be netted out to a single liquidated amount (the “**Termination Payment**”) payable by the Defaulting Party. The Termination Payment, if any, is due from the Defaulting Party to the Non-Defaulting Party within two (2) business days following notice.

### **9.4. Calculation Disputes.**

If the Defaulting Party disputes the Non-Defaulting Party’s calculation of the Settlement Amount or Termination Payment, in whole or in part, the Defaulting Party will, within two (2) Business Days of receipt of the Non-Defaulting Party’s calculation, provide the Non-Defaulting Party a detailed written explanation of the basis for such dispute.

### **9.5. Limitation on Damages.**

The Defaulting Party’s liability will be limited to direct, actual damages only, and such direct, actual damages will be the sole and exclusive remedy hereunder. Except with respect to payment of Costs, in no event will either Party be liable to the other under this Agreement for any consequential, incidental, punitive, exemplary, or indirect damages in tort, contract, or otherwise.

### **9.6. Exclusive Remedy.**

THE REMEDIES SET FORTH IN THIS ARTICLE 9 ARE THE SOLE AND EXCLUSIVE REMEDIES IN THE EVENT OF A DEFAULT OF A PARTY’S OBLIGATIONS TO SELL OR PURCHASE RECS, AND A PARTY’S LIABILITY SHALL BE LIMITED AS SET FORTH IN THIS ARTICLE. ALL OTHER REMEDIES OR DAMAGES FOR FAILURE TO SELL OR PURCHASE RECS AT LAW ARE HEREBY WAIVED.

### **9.7. Force Majeure.**

If either Party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations with respect to this Agreement, that upon such Party’s giving notice and full particulars of such Force Majeure as soon as reasonably possible after the occurrence of the cause relied upon, such notice to be confirmed in writing to the other Party, the obligations of the claiming Party will, to the extent they are affected by such Force Majeure, be suspended during the continuance of said inability, but for no longer period, and the claiming Party will not be liable to the other Party for, or on account of, any loss, damage, injury or

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expense resulting from, or arising out of such event of Force Majeure. The Party receiving such notice of Force Majeure will have until the end of the Business Day following such receipt to notify the claiming Party that it objects to or disputes the existence of an event of Force Majeure.

## **ARTICLE 10 STANDARD PROVISIONS**

### **10.1. Additional Documents.**

Each Party, upon the reasonable request of the other Party, will perform any further acts and execute and deliver such documents that may be necessary to carry out the intent and purpose hereof.

### **10.2. Assignment.**

Neither Party shall transfer or assign this Agreement, in whole or in part, without the other's written consent, which will not be unreasonably withheld, conditioned or delayed; except that a Party may, without consent (i) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements; (ii) transfer or assign this Agreement to an affiliate if the affiliate's creditworthiness is equal to or higher than that of Seller; or (iii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Seller whose creditworthiness is equal to or higher than that of Seller; provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions of this Agreement. Any transfer or assignment without the requisite prior consent is void ab initio. All of the rights, benefits, duties, liabilities, and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors and permitted assigns. By consenting to one assignment a Party will not be deemed to have consented to a subsequent assignment.

### **10.3. Audit and Inspection.**

Buyer has the right during normal working hours, to examine the records of the Seller, including records related to the Facility, if applicable, to the extent reasonably and commercially necessary to confirm Seller's right, title, and interest in the RECs Delivered hereunder and that such RECs continue to meet the Applicable Standards, and to verify the accuracy of any statement, charge, data, or computations made pursuant hereto. Seller shall maintain adequate records to assist Buyer in meeting any reporting or registration requirements associated with the RECs. Seller shall provide such records upon reasonable notice from Buyer. If any such examination reveals any inaccuracy in any statement, the Parties shall make the necessary adjustments promptly, and amounts discovered to be so due shall bear interest calculated at the Interest Rate from the date the overpayment or underpayment was made until paid.

### **10.4. Confidentiality.**

The Parties are expressly authorized to disclose the existence of this Agreement, including the quantity and term of the sale of RECs and Seller's name and Facility details including, but not limited to, location, capacity, output, commercial on-line date, and cost of Facility, to third parties. Unless otherwise provided, all other terms of this Agreement, including price and payment terms, are confidential and neither Party may disclose such confidential information to anyone, other than (i) as may be agreed to in writing by the Parties; (ii) to any of such Parties' directors, officers and employees and directors, officers and employees of affiliated companies and representatives thereof or their advisors who need to know such information and agree to treat such information confidentially; (iii) to the extent required to be disclosed by applicable law or legal process, including disclosures subject to Nebraska law and a public records request as a public entity; or (iv) to any actual or potential lender or lenders providing financing to

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a Party or any of its affiliates, to any actual or potential investor in a Party or any of its affiliates or to any other potential acquirer of any direct or indirect ownership interest in Party or any of its affiliates or to any advisor providing professional advice to Party or any of its affiliates or to any such actual or potential lender, investor or acquirer who needs to know such information and agree to treat such information confidentially. The Parties are entitled to all remedies available at law or in equity, including specific performance, to enforce this provision; however, neither Party will be liable for any damage suffered as a result of the use or disclosure of confidential information made in accordance with the express terms and conditions of this Agreement. This provision will survive for a period of ten (10) years following the expiration of this Agreement.

**10.5. Counterparts.**

This Agreement may be executed by telefacsimile and in one or more counterparts, all of which taken together will constitute one and the same original instrument.

**10.6. Entire Agreement.**

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, and supersedes all previous communications, representations, or contracts, either written or oral, that purport to describe or embody the subject matter hereof. There are no oral understandings, terms, or conditions and neither Party has relied upon any representation, express or implied, not contained in this Agreement.

**10.7. Exhibits.**

The exhibits attached hereto are incorporated into this Agreement by reference. The exhibits may only be revised upon mutual agreement between the Parties unless otherwise specified in the exhibits. In the event of a conflict between this Agreement and the Confirmation Letter, the terms of the Confirmation Letter shall prevail.

**10.8. No Third-Party Beneficiaries.**

There are no intended third-party beneficiaries hereof, and this Agreement should not be construed to create or confer any right or interest in or to, or to grant any remedies to, any third party as a beneficiary of this Agreement or of any duty, obligation, or undertaking established herein.

**10.9. Severability.**

Any part hereof that is or becomes invalid, illegal, or unenforceable may be severed from the remainder hereof, and to the extent possible, the Parties will use reasonable efforts to replace any such part with provisions that preserve their original intent.

**10.10. Survival Rights.**

This Agreement will continue in effect after termination to the extent necessary to allow or require either Party to fulfill rights or obligations that arose under the Agreement.

**10.11. Waiver, Amendment.**

None of the terms or conditions of this Agreement may be amended or waived except in a writing signed by the Parties. The Parties agree that no waiver, amendment, or modification of this Agreement will be

established by conduct, custom, or course of dealing. The failure of a Party to require performance of any provision of this Agreement will not limit such Party's right to seek such performance at a later time. Similarly, a Party's waiver of its rights with respect to any Default or any other matter arising in connection with this Agreement will not be considered a waiver with respect to any subsequent Default or matter.

#### **10.12. Indemnification.**

Each Party agrees to protect, defend, indemnify, and hold the other Party, its officers, employees and agents, harmless from all losses, costs, damages, injuries, penalties, claims, or liabilities of any nature, including bodily injury or death to any individual or physical damage to or loss of tangible property caused by or arising out of the work performed or to be performed under this Agreement to the extent that such injury or damage is caused by the negligence or willful misconduct of the indemnifying Party, its officers, employees and agents.

#### **10.13 Change in Law.**

If any statutes, rules, regulations, permits or authorizations are enacted, amended, granted or revoked which have the effect of changing the transfer and sale procedure set forth in this Agreement so that the implementation of this Agreement becomes impossible or impracticable, or otherwise revokes or eliminates the Applicable Standard, the Parties hereto agree to negotiate in good faith to amend this Agreement to conform with such new statutes, regulations, or rules in order to maintain the original intent of the Parties under this Agreement.

#### **10.14 Recording**

Each Party consents to the recording of its trading, marketing and scheduling representatives' telephone conversations without any further notice. Any tape recordings may be submitted in evidence to any court or in any legal proceeding for the purpose of establishing any matter relating to the transaction. In addition, the Parties agree not to contest the authority of either Party's employees to enter into this Agreement or the Confirmation Letters generated pursuant to this Agreement. Notwithstanding the foregoing, any agreement with respect to the transaction shall be in a writing signed by both Parties.

*[signature page follows]*

**ARTICLE 11  
SIGNATURES**

Each Party represents that the person signing this Agreement on its behalf is authorized to enter into this Agreement on behalf of the Party for whom they sign.

**IN WITNESS WHEREOF**, the Parties understand and agree to the terms and conditions contained herein and agree to be bound thereby.

City of Grand Island, Nebraska		Evergy Kansas Central, Inc.
Signature		Signature
Name: Roger G. Steele		Name: Dana Shipley
Title: Mayor		Title: Dir, Risk Management
Date:		Date:

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### EXHIBIT A - CONFIRMATION LETTER

This Confirmation Letter (Confirmation) shall confirm the Transaction agreed to on September \_\_\_, 2021 between the City of Grand Island, Nebraska, and Evergy Kansas Central, Inc. regarding the Sale/Purchase of the Product under the terms and conditions as follows:

**Seller:** City of Grand Island, Nebraska  
**Buyer:** Evergy Kansas Central, Inc.

**Type of Product:** RECS

Facility:	NAR Tracked Wind Facility
Eligible Renewable Resource Type:	Wind
Geography:	NAR Tracked Wind Facility
Vintage(s):	2022, 2023, 2024 US Green E Wind NAR Tracking
Product Quantity (MWh):	329,137 Renewable Energy Certificates (RECs)
Contract Price (\$/MWh):	\$3.25
Total Contract Price (\$):	\$1,069,695.25
Delivery Deadline:	Upon registration

**Product Specific Terms:**

Applicable Standard:	Green-e and NAR Compliant
Environmental Attributes retained by Seller, if any:	None
Applicable Tracking System:	NAR
Attestation Form [yes, no]	No
Delivery Obligation [Firm, Unit Contingent, Project Contingent]:	Firm

**Monthly Fee:** \$3,000 owed by Seller to Buyer each month for every month of the Delivery Period term to be paid net 30 days from the date of receipt of the monthly fee invoice.

**Fixed Amount:** With respect to each semi-annual calculation period which takes place in March and September of each calendar year (each a "Calculation Period"), the "Fixed Amount" owed by Buyer to Seller shall equal the fixed Contract Price multiplied by the quantity of Renewable Energy Certificates (REC) actually generated from the Facility during such Calculation Period, until the full Product Quantity amount is reached.

**Float Amount:** With respect to each Calculation Period where historical RECs or RECs in excess of maximum Product Quantity amount which are requested by Seller to be sold by Buyer on Seller's behalf, the "Float Amount" owed by Buyer to Seller shall equal the proceeds of the sold RECs after deduction of all documented NAR registration and transfer fees incurred by Buyer in association with the sale of Seller's RECs, and reduction of Buyer's 7.5% fee for the sales of these RECs.

**Payment:** Monthly Fee and Float Amount for historical REC sales: Buyer will invoice Seller on a monthly basis for the Monthly Fee amount and any Float Amount sales proceeds received by Buyer from the third-party REC purchaser (after reduction of all applicable NAR registration and transfer fees and deduction of Buyer's 7.5% fee) by the tenth (10<sup>th</sup>) business day of the following month. To the extent that the amount owed by Buyer to Seller exceeds the Seller's Monthly Fee, Buyer shall setoff the Monthly Fee owed by Seller to Buyer against the Monthly settlement amount owed by Buyer to Seller. The monthly invoice

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amount shall be due and payable by the relevant party owing such amount no later than 30 days from the monthly invoice issue date.

**Semi-Annual Fixed Amount Settlement and Invoice:** Buyer shall issue a Calculation Period invoice to Seller no later than the tenth (10<sup>th</sup>) business day of each April and October (the “Semi-Annual Settlement Amount”). The Semi-Annual Settlement Amount shall be due and payable by the relevant party owing such amount no later than 30 days from the date of receipt of the Calculation Period invoice.

**Delivery Period:**

January 1, 2022 - December 31, 2024 (the “Initial Delivery Period”) and then this Confirmation term will evergreen on an annual basis after the Initial Delivery Period until either party provides the other party with at least 90 days written notice prior to expiration of the Initial Delivery Period or the start of the next annual Delivery Period of its desire to terminate this Confirmation at the end of the then-applicable Delivery Period). The parties’ payment obligations will survive the termination of this Confirmation until all amounts owed by one party to the other are paid in full for all purchases and sales executed or entered into prior to the termination of this Confirmation.

**Credit Terms:**

If at any time, and from time to time, during the term of this Confirmation (and notwithstanding whether an Event of Default has occurred), either Party (“X”) calculates that the Termination Payment (as defined in Section 9.3 of the Master Agreement) that would be owed by the other Party (“Y”) exceeds Y’s Threshold Amount (as defined below), then X, on any Business Day, may request that Y provide Performance Assurance in an amount equal to the amount by which the Termination Payment exceeds Y’s Threshold Amount (“Party Y Performance Assurance”). Such Party Y Performance Assurance shall be delivered to X within five (5) Business Days of the date of receipt of such request. On any Business Day (but no more frequently than weekly with respect to letters of credit and daily with respect to cash), Y, at its sole cost, may request that such Party Y Performance Assurance be reduced correspondingly to the amount of such excess Termination Payment. In the event that Y fails to provide Party Y Performance Assurance to X pursuant to the terms of this Confirmation within five (5) Business Days, then an Event of Default under Article 8 shall be deemed to have occurred and X will be entitled to seek any and all applicable remedies set forth in Article 8 of the Master Agreement. “Performance Assurance” means collateral in the form of either cash, an irrevocable, transferable standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a credit rating of at least A- from S&P or A3 from Moody’s, in a form acceptable to X, or other security acceptable to X.

Collateral thresholds applicable to both Parties:

The lower of: (a) the (i) amount set forth below under the heading “Collateral Threshold” opposite the Credit Rating the relevant date of determination, and if Credit Ratings shall not be equivalent, the lower Credit Rating shall govern and (ii) amount of any dollar limit contained in a guaranty provided, (the “Threshold Amount”), or (b) zero if on the relevant date of determination Party does not have a Credit Rating from the rating agency(ies) specified below or an Event of Default with respect to a Party has occurred and is continuing. If an applicable Credit Rating is associated with a bond issuance, the rating must be the uninsured or underlying rating.

<b><u>Collateral Threshold</u></b>	<b><u>S&amp;P Credit Rating</u></b>	<b><u>Moody’s Credit Rating</u></b>
\$12,500,000	AAA	Aaa
\$10,000,000	AA- to AA+	Aa3 to Aa1
\$7,500,000	A- to A+	A3 to A1
\$5,500,000	BBB+	Baa1
\$3,500,000	BBB	Baa2
\$2,500,000	BBB-	Baa3
\$0	Below BBB-	Below Baa3

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This Confirmation is being provided pursuant to and in accordance with Renewable Energy Certificate Purchase and Sale Agreement (the “Master Agreement”) between The City of Grand Island, Nebraska and Evergy Kansas Central, Inc. executed on September \_\_\_, 2021, and constitutes part of and is subject to the terms and provisions of such Master Agreement. Terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement. The specific terms and conditions of this Transaction shall be deemed accepted unless objected to in writing within 2 Business Days of receipt of this Confirmation.

**Evergy Kansas Central, Inc.**

**City of Grand Island, Nebraska**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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RESOLUTION 2021-241

WHEREAS, the Grand Island Utilities Department developed a Request for Proposals for Renewable Energy Credit (REC) Marketing Services in accordance with City procurement policies; and

WHEREAS, the proposal from Evergy Kansas Central, Inc., was the only proposal to meet the REC marketing requirements; and

WHEREAS, the option agreed upon involves Evergy purchasing the majority of the anticipated RECs and marketing the sale of RECs above this amount and historical REC's for a commission fee.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Renewable Energy Certificate Purchase and Sale Agreement with Evergy Kansas Central, Inc., is hereby approved, and the Mayor is authorized to sign the Agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 28, 2021.

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Roger G. Steele, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 24, 2021	☐ City Attorney



# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item G-9

**#2021-242 - Approving Amendment No. 1 to Renewable Energy  
Credit Purchase and Sale Agreement (City of NE City)**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting:** September 28, 2021

**Subject:** Amendment No. 1 to Renewable Energy Credit Purchase and Agreement – City of Nebraska City

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

## **Background**

On June 9, 2015, Council approved execution of a Power Purchase Agreement with Invenergy Inc., for the Prairie Breeze III (PBIII) Wind Energy Project. On September 8, 2015, Council approved an agreement with the City of Nebraska City for the sale of approximately 19.55% of the PBIII output including the Renewable Energy Credits (REC's). Currently, the Grand Island Utilities Department is maintaining Nebraska City's RECs in a subaccount of the Grand Island Utilities Department's REC registry account. Discussions by the Grand Island Utilities Department with Nebraska City Utilities management resulted in the request by Nebraska City to participate in the Grand Island Utilities Department's REC marketing process. A separate item for consideration by Council on tonight's meeting is an agreement with Evergy for the purchase and sale of RECs by the Department's wind facilities, including PBIII.

## **Discussion**

Based on the recommendation of Fraser Stryker, the outside legal counsel used in the original agreement with the PBIII power purchase agreement and the Nebraska city sale agreement, an amendment to the Nebraska City agreement, authorizing Grand Island to include Nebraska City RECs in the Evergy agreement with the revenue realized on transactions to be returned to Nebraska City, was drafted. Grand Island Utilities Department and Legal staff recommend approval of Amendment No. 1 to the Renewable Energy Credit Purchase and Sale Agreement executed with the City of Nebraska City.

## **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 a future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve Amendment No. 1 to the Renewable Energy Credit Purchase and Sale Agreement executed with the City of Nebraska City.

### **Sample Motion**

Move to approve Amendment No. 1 to the Renewable Energy Credit Purchase and Sale Agreement executed with the City of Nebraska City.

**AMENDMENT NO. 1 TO RENEWABLE ENERGY CREDIT  
PURCHASE AND SALE AGREEMENT**

**This Amendment No. 1** ("Amendment No. 1"), is made and effective this 20th day of September, 2021 by and between the CITY OF GRAND ISLAND, NEBRASKA, a municipal corporation and city of the first class organized and existing pursuant to Neb. Rev. Stat. §§ 16-101 et seq. ("GRAND ISLAND"), and the CITY OF NEBRASKA CITY, NEBRASKA, a municipal corporation and city of the first class organized and existing pursuant to Neb. Rev. Stat. §§ 16-101 and 19-401 et seq. ("BUYER"). GRAND ISLAND and BUYER may be referred to individually herein as "Party" and collectively as "Parties."

WHEREAS, effective June 9, 2015, Grand Island entered into a Power Purchase Agreement with Prairie Breeze Wind Energy III, LLC for the output of a 35.8 Megawatt wind energy facility (the "Plant"); and

WHEREAS, on October 15, 2015, Grand Island and Buyer entered into a Renewable Energy Credit Purchase and Sale Agreement ("Agreement") by which Grand Island agreed to sell and Buyer agreed to purchase certain Environmental Attributes related to the Plant (as those capitalized terms are defined in the Agreement); and

WHEREAS, contemporaneously with the execution of this Amendment No. 1, Grand Island intends to enter into a Renewable Energy Certificate Purchase Agreement ("REC Agreement") with Evergy Central, Inc. ("Evergy") by which Evergy will market the sale of Renewable Energy Certificates ("RECs") associated with generation from the Plant; and

WHEREAS, Buyer desires to have Grand Island include Buyer's RECs under the Agreement in the marketing of Grand Island's RECs by Evergy under the REC Agreement, pursuant to the terms of this Amendment No. 1.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. **Capitalized Terms.** For purposes of this Amendment No. 1, unless otherwise stated, capitalized terms shall have the meaning set forth in the Agreement.
2. **Marketing of RECs.** Under the terms of the Agreement, Grand Island agrees to sell and deliver, and Buyer agrees to purchase, approximately 19.55 percent (19.55%) of the RECs associated with generation from the Plant (the "Buyer's RECs"). As Grand Island is entering into a Renewable Energy Certificate Purchase and Sale Agreement with Evergy Kansas Central, Inc. (Evergy), Buyer elects to have Grand Island include Buyer's RECs in the marketing of Grand Island's RECs under the terms of the REC Agreement with Evergy. Grand Island shall include the Buyer's RECs in the RECs to be marketed by Evergy under the REC Agreement, and in all

respects such Buyer's RECs shall be subject to the terms of the REC Agreement. For reference, Exhibit A of the Evergy REC Agreement is attached to this Amendment No. 1 as Exhibit A. Buyer shall cooperate reasonably with Grand Island and, as required, with Evergy, with respect to the marketing and sale of the Buyer's RECs, including the execution of all documents needed in connection therewith. Within a reasonable time of its receipt of payment from Evergy for any sale of the Buyer's RECs, Grand Island shall make payment for such sales to Buyer.

2. **Effect of Amendment No. 1.** Except as expressly modified in this Amendment No. 1, the Agreement shall remain in full force and effect.

This Amendment No. 1 to the Renewable Energy Purchase and Sale Agreement is executed in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF GRAND ISLAND, NEBRASKA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF NEBRASKA CITY, NEBRASKA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

2654056

## **EXHIBIT A**

### **Renewable Energy Certificate Purchase and Sale Agreement Exhibit A**



### EXHIBIT A - CONFIRMATION LETTER

This Confirmation Letter (Confirmation) shall confirm the Transaction agreed to on September \_\_\_, 2021 between the City of Grand Island, Nebraska, and Evergy Kansas Central, Inc. regarding the Sale/Purchase of the Product under the terms and conditions as follows:

**Seller:** City of Grand Island, Nebraska  
**Buyer:** Evergy Kansas Central, Inc.

**Type of Product:** RECS

Facility:	NAR Tracked Wind Facility
Eligible Renewable Resource Type:	Wind
Geography:	NAR Tracked Wind Facility
Vintage(s):	2022, 2023, 2024 US Green E Wind NAR Tracking
Product Quantity (MWh):	329,137 Renewable Energy Certificates (RECs)
Contract Price (\$/MWh):	\$3.25
Total Contract Price (\$):	\$1,069,695.25
Delivery Deadline:	Upon registration

**Product Specific Terms:**

Applicable Standard:	Green-e and NAR Compliant
Environmental Attributes retained by Seller, if any:	None
Applicable Tracking System:	NAR
Attestation Form [yes, no]	No
Delivery Obligation [Firm, Unit Contingent, Project Contingent]:	Firm

**Monthly Fee:** \$3,000 owed by Seller to Buyer each month for every month of the Delivery Period term to be paid net 30 days from the date of receipt of the monthly fee invoice.

**Fixed Amount:** With respect to each semi-annual calculation period which takes place in March and September of each calendar year (each a "Calculation Period"), the "Fixed Amount" owed by Buyer to Seller shall equal the fixed Contract Price multiplied by the quantity of Renewable Energy Certificates (REC) actually generated from the Facility during such Calculation Period, until the full Product Quantity amount is reached.

**Float Amount:** With respect to each Calculation Period where historical RECs or RECs in excess of maximum Product Quantity amount which are requested by Seller to be sold by Buyer on Seller's behalf, the "Float Amount" owed by Buyer to Seller shall equal the proceeds of the sold RECs after deduction of all documented NAR registration and transfer fees incurred by Buyer in association with the sale of Seller's RECs, and reduction of Buyer's 7.5% fee for the sales of these RECs.

**Payment:** Monthly Fee and Float Amount for historical REC sales: Buyer will invoice Seller on a monthly basis for the Monthly Fee amount and any Float Amount sales proceeds received by Buyer from the third-party REC purchaser (after reduction of all applicable NAR registration and transfer fees and deduction of Buyer's 7.5% fee) by the tenth (10<sup>th</sup>) business day of the following month. To the extent that the amount owed by Buyer to Seller exceeds the Seller's Monthly Fee, Buyer shall setoff the Monthly Fee owed by Seller to Buyer against the Monthly settlement amount owed by Buyer to Seller. The monthly invoice

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amount shall be due and payable by the relevant party owing such amount no later than 30 days from the monthly invoice issue date.

**Semi-Annual Fixed Amount Settlement and Invoice:** Buyer shall issue a Calculation Period invoice to Seller no later than the tenth (10<sup>th</sup>) business day of each April and October (the “Semi-Annual Settlement Amount”). The Semi-Annual Settlement Amount shall be due and payable by the relevant party owing such amount no later than 30 days from the date of receipt of the Calculation Period invoice.

**Delivery Period:**

January 1, 2022 - December 31, 2024 (the “Initial Delivery Period”) and then this Confirmation term will evergreen on an annual basis after the Initial Delivery Period until either party provides the other party with at least 90 days written notice prior to expiration of the Initial Delivery Period or the start of the next annual Delivery Period of its desire to terminate this Confirmation at the end of the then-applicable Delivery Period). The parties’ payment obligations will survive the termination of this Confirmation until all amounts owed by one party to the other are paid in full for all purchases and sales executed or entered into prior to the termination of this Confirmation.

**Credit Terms:**

If at any time, and from time to time, during the term of this Confirmation (and notwithstanding whether an Event of Default has occurred), either Party (“X”) calculates that the Termination Payment (as defined in Section 9.3 of the Master Agreement) that would be owed by the other Party (“Y”) exceeds Y’s Threshold Amount (as defined below), then X, on any Business Day, may request that Y provide Performance Assurance in an amount equal to the amount by which the Termination Payment exceeds Y’s Threshold Amount (“Party Y Performance Assurance”). Such Party Y Performance Assurance shall be delivered to X within five (5) Business Days of the date of receipt of such request. On any Business Day (but no more frequently than weekly with respect to letters of credit and daily with respect to cash), Y, at its sole cost, may request that such Party Y Performance Assurance be reduced correspondingly to the amount of such excess Termination Payment. In the event that Y fails to provide Party Y Performance Assurance to X pursuant to the terms of this Confirmation within five (5) Business Days, then an Event of Default under Article 8 shall be deemed to have occurred and X will be entitled to seek any and all applicable remedies set forth in Article 8 of the Master Agreement. “Performance Assurance” means collateral in the form of either cash, an irrevocable, transferable standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a credit rating of at least A- from S&P or A3 from Moody’s, in a form acceptable to X, or other security acceptable to X.

Collateral thresholds applicable to both Parties:

The lower of: (a) the (i) amount set forth below under the heading “Collateral Threshold” opposite the Credit Rating the relevant date of determination, and if Credit Ratings shall not be equivalent, the lower Credit Rating shall govern and (ii) amount of any dollar limit contained in a guaranty provided, (the “Threshold Amount”), or (b) zero if on the relevant date of determination Party does not have a Credit Rating from the rating agency(ies) specified below or an Event of Default with respect to a Party has occurred and is continuing. If an applicable Credit Rating is associated with a bond issuance, the rating must be the uninsured or underlying rating.

<b><u>Collateral Threshold</u></b>	<b><u>S&amp;P Credit Rating</u></b>	<b><u>Moody’s Credit Rating</u></b>
\$12,500,000	AAA	Aaa
\$10,000,000	AA- to AA+	Aa3 to Aa1
\$7,500,000	A- to A+	A3 to A1
\$5,500,000	BBB+	Baa1
\$3,500,000	BBB	Baa2
\$2,500,000	BBB-	Baa3
\$0	Below BBB-	Below Baa3

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This Confirmation is being provided pursuant to and in accordance with Renewable Energy Certificate Purchase and Sale Agreement (the “Master Agreement”) between The City of Grand Island, Nebraska and Evergy Kansas Central, Inc. executed on September \_\_\_, 2021, and constitutes part of and is subject to the terms and provisions of such Master Agreement. Terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement. The specific terms and conditions of this Transaction shall be deemed accepted unless objected to in writing within 2 Business Days of receipt of this Confirmation.

**Evergy Kansas Central, Inc.**

**City of Grand Island, Nebraska**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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RESOLUTION 2021-242

WHEREAS, at the September 8, 2015 meeting, Council approved an agreement with the City of Nebraska City for the sale of a percentage of the Prairie Breeze III output, including the Renewable Energy Credits; and

WHEREAS, Nebraska City has requested to participate in the Grand Island Utilities Department's Renewable Energy Credits marketing process.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Amendment to the Renewable Energy Credit Purchase and Agreement is hereby approved, and the Mayor is authorized to sign the Amendment on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 28, 2021.

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

Attest:

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

Approved as to Form	☐ _____
September 24, 2021	☐ City Attorney



# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item G-10

**#2021-243 - Approving Pole Attachment License Agreement with  
ALLO Grand Island, LLC**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting:** September 28, 2021

**Subject:** Pole Attachment License Agreement with ALLO Grand Island, LLC

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

## **Background**

On September 14, 2021, the Council approved the Franchise Agreement with ALLO Grand Island, LLC, authorizing the installation of fiber cable television equipment. Part of the fiber system will require the use of Grand Island Utilities Department utility poles for cable and other equipment. All such users of utility poles are required to execute a pole attachment agreement which includes installation standards and the payment of an attachment fee.

## **Discussion**

The pole attachment agreement with ALLO is the standard agreement used with all users of utility poles and includes installation standards, payment of the published pole attachment fee, and other procedure provisions. The Utilities Department recommends that the Council authorize the execution of the Pole Attachment License Agreement with ALLO Grand Island, LLC.

## **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 a future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council authorize the execution of the Pole Attachment License Agreement with ALLO Grand Island, LLC.

## **Sample Motion**

Move to approve the execution of the Pole Attachment License Agreement with ALLO Grand Island LLC.



Pole Attachment  
License Agreement  
Between

The City of Grand Island

&

ALLO GRAND ISLAND,  
LLC

## LICENSE AGREEMENT

THIS AGREEMENT, made as of \_\_\_\_\_, 2021, between the City of Grand Island, hereinafter called Licensor, and ALLO Grand Island, LLC hereinafter called Licensee

## WITNESSETH

WHEREAS, Licensee provides telecommunication services in the territory in which Licensor provides electric power.

WHEREAS, Licensor owns, operates, or maintains all poles to be used jointly by the parties.

WHEREAS, the parties wish to provide for Licensee's use of Licensor's utility poles.

NOW, THEREFORE, the parties hereby agree as follows:

## ARTICLE I

### DEFINITIONS

As used in this Agreement:

(A) Licensor's "poles" means utility poles owned, operated, or maintained by Licensor.

(B) "Attachments" means messengers, guy strands, aerial wires, cables, amplifiers, associated power supply equipment and other transmission apparatus necessary for the proper operation of Licensee's telecommunication system. This term



also means equipment cabinets, antennae, utilities and fiber that comprise a Small Cell installation.

(C) “Small Cell” shall mean the Equipment attached to LICENSOR’S Pole that comprises part of a Network operated by LICENSEE for the provision of Telecommunications Services.

(D) “Telecommunications Services” or “Services” has the same meaning as that term is defined in the United States Code, 47 U.S.C. 153 (53) or any other use authorized by and licensed to LICENSEE by the FCC.

## ARTICLE II

### SCOPE OF AGREEMENT

(A) Subject to the provisions of the Agreement, including the proper execution of APPENDIX 1 and 2, Licensor hereby issues to Licensee, for any lawful communication/educational purpose, revocable nonexclusive authorization for the attachment of Licensee’s cables, equipment and facilities to Licensor’s poles within the territory in which both parties now or hereafter operate.

(B) No use, however extended, of Licensor’s poles or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in said poles, but Licensee’s rights therein shall be and remain a mere license. Nothing herein contained shall be construed to compel Licensor to construct, retain, extend, place or maintain any facilities not needed for its own service requirements, nor to reconstruct, replace or substitute any facilities damaged, destroyed or discontinued.

(C) Licensee acknowledges that Licensor has heretofore entered into, and

may in the future enter into, agreements and arrangements with third parties allowing the attachment of their facilities to the poles covered by this Agreement. Licensor agrees that no such agreement or arrangement will, in any way, diminish the scope of the license granted hereby or Licensee's rights hereunder.

(D) Licensee's attachment to poles belonging to a third party shall be subject to any restrictions in the Agreement between that third party and licensor authorizing the attachment.

### ARTICLE III

#### FEES AND CHARGES

(A) Licensee shall pay to Licensor the fees and charges specified in and in accordance with the terms and conditions of APPENDIX 1.

(B) Nonpayment of any amount due under this Agreement shall constitute a default of this Agreement.

(C) At the expiration of One (1) year from the date of this Agreement and at the end of every one (1) year period thereafter, Licensor may adjust the fees and charges specified in APPENDIX 1 after notice made in writing to Licensee not later than sixty (60) days before the end of the one (1) year period or the end of any subsequent one (1) year period thereafter. Any such adjustment shall reflect only changes in Licensor's costs, determined in a manner consistent with the determination of the fees and charges specified in APPENDIX 1.

### ARTICLE IV

#### SPECIFICATIONS

(A) Licensee's fiber, cable, equipment and facilities shall be placed and

maintained in accordance with the requirements and specifications of APPENDIX 2. Licensor shall have the right, upon reasonable notice to Licensee, to make reasonable changes and amendments to APPENDIX 2. Unless different standards are specified herein, the provisions of the National Electrical Code and the National Electrical Safety Code, and any amendments thereto or replacements thereof, shall be applicable.

(B) Unless otherwise waived in writing by Licensor, at Licensee's sole expense, a qualified and experienced professional engineer must participate in a pre-construction survey, conduct the post-construction inspection and certify that Licensee's Attachments can be and were installed on the identified poles in compliance with the standards APPENDIX 2. The professional engineer's qualifications must include a license issued by the State of Nebraska and experience performing such work, or substantially similar work, on electric transmission or distribution systems.

## ARTICLE V

### LEGAL AUTHORITY

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

## ARTICLE VI

### ISSUANCE OF LICENSES

(A) Upon execution of this Agreement, the parties will prepare a list indicating

to which of the Licensor's poles Licensee's facilities are then attached; Licensee shall be deemed to have a license hereunder for attachment to all such poles. Before attaching to additional poles of Licensor, Licensee must make application for and receive license therefore in the form of Exhibit A, hereto.

(B) Licensor shall have the right at any time to issue reasonable rules and regulations concerning submission of applications and attachments to poles of Licensor, which rules and regulations shall be binding upon submission of a copy thereof to Licensee.

## ARTICLE VII

### POLE REPLACEMENTS, RESTRICTIONS AND REARRANGEMENTS

(A) In the event Licensor determines that the space on any pole to which Licensee wishes to make attachment is required for its exclusive use or that the pole may not reasonably be rearranged or replaced, Licensor may refuse attachment to that pole.

(B) In the event Licensor determines that any pole to which Licensee wishes to make attachments is inadequate or otherwise needs rearrangement of the existing facilities thereon to support or accommodate the additional facilities of Licensee in accordance with the specifications set forth in APPENDIX 2, Licensor will indicate on the application (Exhibit A) the changes necessary to provide adequate pole space and the estimated cost thereof to Licensee and return the application to Licensee. If Licensee wishes that such changes be made and returns the application marked to so indicate, Licensor will make such changes, including the replacement of inadequate poles, and Licensee shall pay Licensor in accordance with the terms of APPENDIX 1.

Licensee shall also reimburse the owner or owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities to accommodate Licensee's attachments.

(C) Should Licensor need for its own service requirements the space occupied by Licensee's attachments on any of Licensor's poles, Licensee will be notified that it shall either surrender its license for that pole and, at its own expense, vacate the space by removing its attachments, or it shall authorize Licensor to replace the pole at the expense of Licensee, in the same manner as stated in the preceding Paragraph (B) covering the replacement or rearrangement of poles when required to accommodate Licensee's attachments; or, if Licensor advises Licensee that Licensee's desired attachments can be accommodated on present poles of Licensor by rearranging Licensor's facilities thereon, Licensee shall authorize Licensor to make such arrangements at the expense of Licensee. Licensee shall also reimburse the owner or owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities to accommodate Licensee's attachments. Any strengthening of poles will be provided at the expense of Licensee in accordance with the specifications in APPENDIX 2.

(D) When Licensor receives multiple applications for attachment to any pole that must be replaced or rearranged to provide sufficient space, Licensor will, to the extent that it is practical to do so, prorate the common expenses of engineering, rearrangement and replacement, if any, among all the applicants. Licensee shall be bound by Licensor's determination as to any such proration of costs to Licensee.

(E) Whenever it is necessary for Licensor to make pole replacements or

rearrangements in order to accommodate Licensee's cable, equipment and facilities, Licensor will endeavor to have such work performed as soon as is practicable upon consideration of Licensor's service requirements, but only after issuance of the license to, and acceptance of responsibility for costs by, Licensee.

(F) Licensee shall provide all anchors and guying necessary for its facilities. If the presence of Licensee's facilities on Licensor's poles make it necessary for Licensor to modify its existing guying or add new guying to its poles, then the cost of such modifications or additions shall be reimbursed by Licensee.

(G) When Licensor's facilities occupy space on a pole owned by a third party, Licensee shall reimburse Licensor for any expense incurred in transferring or rearranging its facilities thereon, if such transfer or rearrangement is the result of Licensee's use or proposed use of said pole.

## ARTICLE VIII

### CONSTRUCTION AND MAINTENANCE OF FACILITIES

(A) Licensee shall, at its own expense, make and maintain its pole attachments in a safe condition and in thorough repair, and in a manner reasonably acceptable to Licensor, and so as not to conflict with the use of Licensor's poles by Licensor or by other authorized users thereof, or interfere with other facilities thereon or which may from time to time be placed thereon. If reasonably necessary to satisfy any of the above conditions, Licensee shall, upon 30 days' notice from Licensor and at its own expense, relocate or replace its facilities on Licensor's poles, or transfer them to substituted poles, or perform any other work in connection with its facilities that may reasonably be required by Licensor; provided, however, that in cases of emergency,

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

(B) All tree trimming required on account of Licensee's attachments shall be done by Licensee at its sole risk and expense and in a manner satisfactory to Licensor. The parties may agree that Licensor shall conduct tree trimming and be reimbursed by Licensee.

## ARTICLE IX

### TERMINATION OF LICENSES

(A) Upon notice from Licensor to Licensee that the use of any pole is not authorized by Federal, State, County or Municipal authorities or private property owners, the license covering the use of such pole shall immediately terminate and shall be surrendered and Licensee shall remove its fiber, cables, equipment and facilities at once from the affected pole or poles at Licensee's expense.

(B) Licensee may at any time remove its facilities from any pole of Licensor, but shall immediately give Licensor written notice of such removal and surrender of License in the form of Exhibit B attached hereto and made a part hereof. If Licensee

surrenders its license for a pole but fails to remove its facilities from that pole, Licensor shall have the right, upon reasonable notice, to remove Licensee's facilities at Licensee's expense and without any liability on the part of Licensor for damage or injury to Licensee's facilities. In the event that Licensee's fiber, cables, equipment and facilities shall be removed from any pole as provided by this Article, no attachment shall again be made to such pole unless Licensee shall have first complied with all of the provisions of this Agreement as though no such attachment had previously been made.

(C) Licensor shall have the right, upon written notice, to terminate the license for a particular pole:

- (1) If, in Licensor's sole judgment, its service needs require full utilization of that pole; or
- (2) If changes in the physical facilities, space or location requirements or service requirements of Licensor render such poles inadequate to support the facilities of Licensee; provided, however, that in such event Licensee may request the substitution of suitable poles upon the same terms and conditions as would be applicable under ARTICLE VII.

## ARTICLE X

### INSPECTIONS OF LICENSEE'S INSTALLATIONS

(A) Licensor reserves the right to make periodic inspections of any part of the fiber, cable, equipment and facilities of Licensee on its poles, and Licensee shall reimburse Licensor for the expense of such inspections. Inspections will be made no more than once a year and only upon notice to Licensee unless, in Licensor's judgment,



such inspections are required for reasons involving safety or are required because of Licensee's violation of the terms of this Agreement. The charge for the inspection shall be in accordance with the terms and conditions of APPENDIX 1. The making of such inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.

(B) If any fiber, cable, equipment and facilities of Licensee shall be found on a pole for which no license is outstanding, Licensor, without prejudice to its other rights or remedies under this Agreement or otherwise, may (1) impose a charge, and (2) require Licensee to remove such fiber, cable, equipment and facilities forthwith or Licensor may remove them without liability and the expense of removal shall be borne by Licensee; provided, however, that if Licensee shall forthwith make application for a license in the form of Exhibit A hereto, Licensor will not require such removal unless necessary for Licensor's service requirements and, except in the case of an emergency, will not remove Licensee's facilities without first giving 30 days notice to Licensee. For the purpose of determining the charge, absent satisfactory evidence to the contrary, the unlicensed use shall be treated as having existed for a period of two (2) years prior to its discovery or for the period beginning with the date of this Agreement, whichever period shall be the shorter; and the fee, at the appropriate rate as shown in APPENDIX 1, for each year and for any portion of a year contained in such period, shall be due and payable forthwith. Any such fee imposed by Licensor shall be in addition to its rights to any other sums due and payable and to any claims or damages under this Agreement or otherwise. No act or failure to act by Licensor with regard to said fee or said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise.

## ARTICLE XI

### LIABILITY AND DAMAGES

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

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

(C) Licensee shall indemnify, protect and save harmless the Licensors from any and all damages and costs, including reasonable attorney fees, incurred by the Licensors as a result of acts by the Licensee, its employees, agents or contractors, including but not limited to the cost of relocating poles, anchors or guys resulting from a loss of right-of-way or property owner consents and/or the cost of defending those rights and/or consents.

(D) The Licensee shall indemnify, protect and save harmless the Licensors

from any and all claims, demands, causes of actions and costs, including attorney fees, for damages to property and injury or death to persons, including but not limited to payments under any Workmen's Compensation Law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the erection, maintenance, presence, or use or removal of Licensee's facilities or by their proximity to the facilities of other parties attached to a pole or anchor, or by any act or omission of the Licensee's employees, agents or contractors on or in the vicinity of the Licensor's poles, anchors or guys.

(E) The Licensee shall indemnify, protect and save harmless the Licensor from any and all claims, demands, causes of action and costs, including attorney fees, which arise directly or indirectly from the construction and operation of Licensee's facilities, including but not limited to taxes, special charges by others and from and against all claims, demands and costs, including attorney fees, for infringement of patents with respect to the manufacture, use and operation of Licensee's facilities in combination with poles, anchors, guys or otherwise.

(F) Licensee shall promptly advise the Licensor of all claims relating to damage of property of injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, from the erection, maintenance, repair, replacement, presence, use or removal of the Licensee's facilities. Copies of all accident reports and statements made by the Licensee or others shall be furnished promptly to the Licensor.

## ARTICLE XII

### INSURANCE

(A) Licensee shall obtain and maintain insurance, including endorsements

insuring the indemnification provisions of this Agreement, issued by an insurance carrier satisfactory to Licensor to protect the Licensor and joint user from and against all claims, demands, causes of actions, judgments, costs, including attorney fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in this Agreement including ARTICLE XI preceding.

(B) The amount of such insurance:

	<u>Insurance Coverage</u>	<u>Limits</u>
1.	Worker's Compensation	Statutory
	Employer's Liability:	
a.	Bodily Injury by Accident	\$ 500,000 each accident
b.	Bodily Injury by Disease	\$1,000,000 policy limit
c.	Bodily Injury by Disease	\$ 500,000 each employee
2.	Comprehensive Automobile	
a.	Bodily Injury and Property Damage Combined Single Limit	\$1,000,000
3.	Comprehensive General Liability	
a.	Bodily Injury and Property Damage Combined	\$1,000,000 each person \$2,000,000 aggregate
(C)	Licensee shall submit to Licensor certificates by each company insuring	

Licensee upon each new issuance or renewal to the effect that is has insured Licensee for all liabilities of Licensee covered by this Agreement and that it will not cancel or change any such policy of insurance issued to Licensee except after 60 days written notice to Licensor.

(D) All insurance required in accordance with (B) and (C) preceding must be effective before Licensor will authorize attachment to a pole and/or anchor, utilization of an anchor/guy strand or occupancy of a conduit system and shall remain in force until such Licensee's facilities have been removed from all such poles, anchors, or conduit

systems. In the event that the Licensee shall fail to maintain the required insurance coverage, Licensors may pay any premium thereon falling due, and the Licensee shall forthwith reimburse the Licensors for any such premium paid.

### ARTICLE XIII

#### LICENSE NOT EXCLUSIVE

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

### ARTICLE XIV

#### ASSIGNMENT OF RIGHTS

(A) Licensee shall not assign or transfer the privileges contained in this Agreement without the prior consent in writing of Licensors. Licensors shall not unreasonably withhold such consent.

(B) Subject to the provisions of Paragraph (A) hereof, this Agreement shall extend to and bind the successors and assigns of the parties hereto.

### ARTICLE XV

#### TERMINATION OF AGREEMENT

(A) If licensee shall fail to comply with any of the terms or conditions of this Agreement or default in any of its obligations under this Agreement and shall fail within thirty (30) days after written notice from Licensors to correct such default or

noncompliance, Licenser may, at its option, forthwith terminate this Agreement and all licenses granted hereunder, or the licenses covering the poles as to which such default or noncompliance shall have occurred.

(B) Licenser shall have the right to terminate this entire Agreement or individual licenses granted hereunder, without notice

- (1) If the Licensee's facilities are maintained or used in violation of any law or in aid of any unlawful act or understanding; or
- (2) If any permit or other authorization which may be required by any governmental authority for the operation or maintenance of Licensee's fiber, cables, wire, equipment and facilities on Licenser's poles is revoked, denied, or not granted before the date when possession of such permit or authorization becomes a condition of continued operations; or
- (3) If Licensee defaults under ARTICLE IV.

(C) Licensee may terminate this Agreement at any time by removing its facilities from all of Licenser's poles, as provided in ARTICLE IX (B).

## ARTICLE XVI

### TERM OF AGREEMENT

This Agreement shall, unless terminated in accordance with its provisions, continue in effect for an initial term of five years. Licenser may terminate this Agreement at the end of the initial term by notifying Licensee in writing at least one (1) year prior to the end of that term. If not so terminated, this Agreement shall continue in force upon the same terms and conditions for a further term of five (5) years, and for

successive one (1) year terms thereafter, until terminated by Licensor at the end of any such term upon not less than one (1) year's written notice to Licensee. Upon termination of the Agreement in accordance with any of its terms, all outstanding licenses shall terminate and Licensee shall immediately remove its fiber, cables, equipment and facilities from all poles of Licensor. Upon Licensee's failure to do so, Licensor shall have the right to remove Licensee's fiber, cable, equipment and facilities at the cost and expense of Licensee and without any liability therefore.

## ARTICLE XVII

### NOTICES

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

ALLO Grand Island, LLC

Attn: Bradley A. Moline, President

330 S. 21<sup>st</sup> Street

Lincoln, Nebraska 68510

Copy to: ALLO Grand Island, LLC

Attn: Legal Department

121 S. 13<sup>th</sup> Street, Suite 100

Lincoln, Nebraska 68508

and to the Licensor as follows:

Mayor  
City of Grand Island  
P.O. Box 1968  
Grand Island, NE 68802-1968

#### ARTICLE XVIII

##### RECORDS

The Licensee shall file a complete set of as-built records for its communication/education system, including all extensions and modification in the Grand Island Electric Utilities Department for the area where the Licensor provides electric power.

#### ARTICLE XIX

##### SERVICE AREA

The Licensee shall provide service to all properties within the service area shown on Exhibit No. C, attached hereto and made a part hereof by reference.

#### ARTICLE XX

##### WAIVER OF LIABILITY

Because the Licensor may annex all or part of the Licensee's service area and may install utility services some time in the future, the Licensee waives all liability, claims or causes of action which it may have against the Licensor for damages caused to its communication/education system in connection with the installation of utility services within designated utility easements, streets, alleys or rights-of-way except



where such damages are the result of gross negligence or intentional acts on the part of the Licensor, its employees, agents or officers.

## ARTICLE XXI

### MISCELLEANOUS

This Agreement is governed by the laws of the State of Nebraska applicable to agreements between residents of Nebraska made and to be performed entirely within the State of Nebraska. This Agreement is binding upon the Parties and their respective successors and assigns. Any modifications to this Agreement must be in writing and signed by both parties. This Agreement may be executed in counterparts. If this Agreement is or becomes invalid or unenforceable under applicable law, that provision of part will be deemed removed without affecting in any way the remainder of the agreement. A waiver by either party of any default or breach by the other party of this Agreement or the failure or delay of the nonbreaching party to exercise its remedies will not bar the nonbreaching party from enforcing its rights relating to the existing breach or any subsequent default or breach by the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the day and year first written above.

WITNESS (ATTEST)

Tannattanne

ALLO Grand Island, LLC

BY Bradley A. Moline

Title Bradley A. Moline, President

WITNESS (ATTEST)

\_\_\_\_\_

CITY OF GRAND ISLAND, NEBRASKA,

A Municipal Corporation

BY \_\_\_\_\_

Title: Mayor

APPLICATION AND POLE ATTACHMENT LICENSE

\*Pole Attachment

Application No. \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
(Licensee)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City and State)

CITY OF GRAND ISLAND UTILITIES DEPARTMENT:

In accordance with the terms and conditions of the License Agreement between us, dated \_\_\_\_\_, application is hereby made for a nonexclusive license to attach communications facilities to \_\_\_\_\_ poles, \_\_\_\_\_ anchors, and/or utilize \_\_\_\_\_ anchor/guy strands.

Pole Location: \_\_\_\_\_

Equipment to be attached: \_\_\_\_\_

Description of requested attachment: \_\_\_\_\_

Pole Location: \_\_\_\_\_

Equipment to be attached: \_\_\_\_\_

Description of requested attachment: \_\_\_\_\_

Pole Location: \_\_\_\_\_

Equipment to be attached: \_\_\_\_\_

Description of requested attachment: \_\_\_\_\_

**USE REVERSE SIDE FOR ADDITIONAL LOCATIONS**

\_\_\_\_\_  
(Licensee)

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

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

\* Individual applications to be numbered in sequential ascending order by License.

Pole Attachment License Number \_\_\_\_\_ is hereby granted to attach the communications facilities described in this application to \_\_\_\_\_ poles, \_\_\_\_\_ anchors, utilize \_\_\_\_\_ anchor/guy strands.

CITY OF GRAND ISLAND UTILITIES DEPARTMENT  
(Licensor)

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

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Pole Location: \_\_\_\_\_  
Equipment to be attached: \_\_\_\_\_  
Description of requested attachment: \_\_\_\_\_

Pole Location: \_\_\_\_\_  
Equipment to be attached: \_\_\_\_\_  
Description of requested attachment: \_\_\_\_\_

Pole Location: \_\_\_\_\_  
Equipment to be attached: \_\_\_\_\_  
Description of requested attachment: \_\_\_\_\_

Pole Location: \_\_\_\_\_  
Equipment to be attached: \_\_\_\_\_  
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Pole Location: \_\_\_\_\_  
Equipment to be attached: \_\_\_\_\_  
Description of requested attachment: \_\_\_\_\_

Pole Location: \_\_\_\_\_  
Equipment to be attached: \_\_\_\_\_  
Description of requested attachment: \_\_\_\_\_

## NOTIFICATION OF POLE ATTACHMENT ABANDONMENT

\* Abandonment Notice No. \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
(Licensee)\_\_\_\_\_  
(Street Address)\_\_\_\_\_  
(City and State)

## CITY OF GRAND ISLAND UTILITIES DEPARTMENT:

In accordance with the terms and conditions of the License Agreement between us, dated \_\_\_\_\_, notification is hereby made of abandonment of pole attachments of communications equipment as listed below:

Pole Location: \_\_\_\_\_

Pole Location: \_\_\_\_\_

Pole Location: \_\_\_\_\_

Pole Location: \_\_\_\_\_  
(Use reverse side for additional locations)\_\_\_\_\_  
(Licensee)

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

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

CITY OF GRAND ISLAND UTILITIES DEPARTMENT  
(Licensor)

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

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

\*Individual abandonment notifications to be numbered in sequential ascending order by Licensee.

Pole Location: \_\_\_\_\_

Pole Location: \_\_\_\_\_

Pole Location: \_\_\_\_\_

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Pole Location: \_\_\_\_\_

Pole Location: \_\_\_\_\_

APPENDIX 1  
SCHEDULE OF FEES AND CHARGES

THIS APPENDIX 1 is, from the effective date hereof, an integral part of the License Agreement between the City of Grand Island, herein called Licensor, and, therein called Licensee, dated \_\_\_\_\_, 2021 (hereinafter called the Agreement), and contains the fees and charges governing the use of Licensor's poles to accommodate the fiber, cable, wire equipment and facilities of Licensee in the territory in which both parties hereto now or hereafter operate. The effective date of this APPENDIX 1 is \_\_\_\_\_.

POLE ATTACHMENTS

1. ATTACHMENT FEE: As determined by the most current Fee Schedule for the City of Grand Island.

a. Computation:

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

b. Payment Date:

Attachment fees shall be due and payable semiannually, in advance, on the first day of January for the first half of the calendar year next preceding, and on the first day of July for the last half of the calendar year.



Failure to pay such fees within 20 days after presentment of the bill therefore or on the specified payment date, whichever is later, shall constitute a default of this Agreement.

c. Termination of License:

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

2. OTHER CHARGES

a. Computation:

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

(2) The charge for replacement of poles shall include the entire non-betterment cost to Licensors, including the increased cost of larger poles, sacrificed life value of the poles removed, cost of removal less any salvage recovery and the cost of transferring Licensors' facilities from the old to the new poles.

b. Payment Date:

All bills for such other charges shall be payable upon presentment to Licensee, and shall be deemed delinquent if not paid within 30 days after presentment to Licensee.

DATED: 9/21/21

WITNESS (ATTEST)

Tannattanna

ALLO Grand Island, LLC

BY B. A. M.

Title: President

WITNESS (ATTEST)

\_\_\_\_\_

CITY OF GRAND ISLAND, NE

A Municipal Corporation

BY \_\_\_\_\_

Title: Mayor

APPENDIX 2  
ATTACHMENTS TO POLES

THIS APPENDIX 2 is, from the effective date hereof, an integral part of the License Agreement (hereinafter called the Agreement) between the City of Grand Island, therein called Licensor, and, ALLO Grand Island, LLC therein called Licensee, dated \_\_\_\_\_, 2021, and contains certain minimum requirements and specifications governing the attachment of fiber, cables, equipment and facilities of Licensee (sometimes called Attachments in this Appendix) to poles of Licensor in the territory in which both parties hereto now or hereafter operate. The effective date of this Appendix 2 is \_\_\_\_\_, 2021.

GENERAL

1. The Licensee is responsible for the proper design, construction and maintenance of its Attachments. Attachments generally will be limited to strand support cable, wire, service drops, terminals and necessary appurtenances deemed by Licensor to be suitable for pole mounting.
2. Any rearrangement of Licensor's facilities or replacement of poles required to accommodate Licensee's Attachments shall be done by Licensor or a contractor authorized by Licensor.
3. The fees and charges specified in APPENDIX 1 shall be applicable, (to all licenses granted to Licensee hereunder) without regard to the methods of attachment used.

4. Licensee's Attachments shall be plainly identified by appropriate marking, satisfactory to Licensors.

5. Licensee's workmen shall assure themselves that any pole to be climbed has sufficient strength or is adequately braced or guyed to support the weight of the workmen.

6. All requirements of the National Electrical Safety Code referred to herein shall mean the 2007 Edition of such code, or any later amendment or replacement thereof, and shall include any additional requirements of any applicable Federal, State, County or Municipal Code. References to simply the Safety Code, or to N.E.S.C., have the same meaning.

7. While many of the standards and technical requirements for Licensee's cable, equipment and facilities are set forth herein, Licensors reserves the right to specify the type of construction required in situations not otherwise covered in this Appendix. In such cases, Licensors will in its discretion furnish to Licensee written material which will specify and explain the required construction.

8. Licensee's Attachments shall not use or carry voltages or currents in excess of the limits prescribed for cable television conductors by the National Electrical Safety Code Section 230 F1 & F2. However, all parts of the Licensee's Attachments carrying voltages in excess of 60 volts AC (rms) to ground or 135 volts DC to ground, except for momentary signaling or control voltages, shall be enclosed in an effectively grounded sheath or shield. All energized parts of Licensee's Attachments shall be suitably covered to prevent accidental contact to the general public, Licensors's workmen or workmen of another licensee having facilities on the same pole.

9. Licensors shall determine whether Licensee's Attachments cause or may cause electrical interference with Licensors or any other Licensee's communication/education facilities. Licensee shall, on demand of the Licensor, correct immediately at Licensee's expense any such interference including, if necessary, removal of the Attachments causing the interference.

10. No Attachment shall use the earth as the sole conductor for any part of the circuit.

11. Licensee shall not circumvent Licensor's or any other licensee's corrosion mitigation measures (e.g., short circuit insulating joints).

#### GROUNDING AND BONDING

12. All power supplies shall be grounded. The neutral side of the power drop shall be continuous and not fused. The neutral line shall also be bonded to any power supply cabinet. Any cabinet shall be connected to an earth ground at the pole. In areas where the Licensor has a ground wire (which is connected to the Licensor's neutral) running down the pole, the cabinet can be connected to it. Where a Licensor vertical ground wire is not available, the Licensee must place a ground rod. All cabinets, housings and metal socket bases on a common pole shall be bonded to each other, to the Licensor's strand and to the Licensee's strand.

13. Where two or more aerial suspension strands are located on the same pole, the suspension strands shall be bonded together. Licensee shall attach the bonding wire to its strand and leave a sufficient length of wire to complete the bond. Where the strands of two or more licensees are to be bonded together, the licensee

placing the last strand, if authorized to do so by the other licensees, shall make both connections. Where such authorization is not granted by the licensee owning the existing strand, Licensee shall attach the bonding wire to its strand and leave enough wire to permit making a connection and shall be responsible for completing the bonding. Licensee may bond its cable sheath to Licensor's common neutral, vertical ground wires, and ground rods at whatever frequency Licensee desires. All vertical ground wires shall be covered by a molding. Ground rods installed by Licensee shall be in accordance with National Electrical Safety Code.

14. Suspension strands at trolley feeders and trolley contact wires located on the same street shall be bonded at the first, last and every intermediate fifth poles until the remaining section between bonds is not more than eight or less than four spans. At other locations, the strands shall be bonded at the first, last and every intermediate tenth poles until the remaining section between bonds is not more than thirteen or less than four spans. Strands shall be bonded at or near the first pole on each side of underground dips or trolley wire crossovers.

15. Strands attached to the same bolt do not have to be bonded.

16. Where a Licensee's strand leaves a pole which carries other strands supporting cable television cables, and Licensee's strand continues to a pole carrying power facilities of Licensor, Licensee's fiber cable shall be:

- (A) Bonded to other cable television strands on the pole that it leaves;
- (B) Bonded to an effective ground preferably within two spans but not greater than ten (10) spans after leaving said pole, and;

- (C) Bonded with a No. 6 solid, soft-drawn copper wire. The wire must be attached to the strand with an approved clamp, such as a lashing wire clamp, designed for attachment to each specific size of strand involved (for example, Chance Lashing Wire Clamp, Catalog Number 9000, or equivalent).

17. Strands supporting drop wire shall be bonded to the cable suspension strand.

18. Any connecting or bonding to Licensor's facilities shall be done by Licensor and the connecting or bonding wire shall be sufficient length to allow Licensor to complete the connection or bond.

#### CLEARANCES

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

NESC 2017 Edition  
General Rule

- |     |  |     |
|-----|--|-----|
| (A) | Vertical clearance on poles<br>jointly occupied by communication fiber,<br>cable television facilities, and power facilities | 235 |
| (B) | Mid-span clearance between communication<br>fiber, cable television facilities, and<br>power facilities                      | 235 |



(C)	Crossing clearances of facilities carried on different supports	233
(D)	Clearances from street light brackets and associated wiring	238
(E)	Clearances of conductors from another line	233
(F)	Clearances of vertical and lateral conductors from other wires and surfaces on the same support	239
(G)	Clearances in any direction from line conductors and supports, and to vertical or lateral conductors, span or guy wires, attached to the same support	235
(H)	Vertical clearance of wires above ground or rails	232
(I)	Structures for overhead lines	280
	1. Supporting structure items one (1) thru five (5)	
	2. Unusual conductor supports	

## LOCATION AND SPACING

20. Licenser shall specify the location of Licensee's Attachments on each pole, including the location of Licensee's riser cables. Where Licenser has installed its own communication circuits (supervisory control circuits) for operation of its electric system, clearance of Licensee's facilities from these communication circuits shall be the same as from Licenser's common neutral conductor.

21. The minimum vertical separation between Licensee's strand, and the strand of another licensee when located on same side of pole shall be twelve (12) inches. Licensee's strand shall be located at a point on the pole that provides the minimum clearance allowed by the National Electric Safety Code from the ground. Licensee may, however, agree with another licensee to reduce the separation between their respective strands. Separation between the bolt holes must be in any event at least four (4) inches.

22. Licensee shall be required to place all of its Attachments, so not to interfere with climbing space, as defined in the National Electrical Safety Code.

23. Through bolts may not be placed less than ten inches from the top of the pole. When through bolts present a hazard to climbing; i.e., extend more than two inches beyond the nut, they shall be trimmed to a safe length.

24. Pole steps will not be allowed on any Licenser pole, except to specific cases judged to be in the interest of safety by the Licenser.

## LOADING

25. The Licensee shall furnish to Licensors as a part of Exhibit A to this Agreement the details as to the ultimate strength, tension at 60F, and maximum tension in its suspension strand or conductor under the applicable storm loading specifications in Code.

26. Licensee shall furnish to Licensors as a part of Exhibit A to this Agreement details as to the weight and size of its fiber/cables, suspension strands and/or conductors, with and without the ice loading, as specified by the National Electrical Safety Code (Rule 251) or appropriate local code for the loading area concerned. NESC Rule 250 covers the degree of loading (light, medium, heavy) appropriate in different sections of the country. Where a local code designates a heavier degree of loading than the NESC, the local requirements shall govern.

27. Licensee may lash its fiber/cable to the strand of another licensee, where this is acceptable to all other licensees involved and to Licensors. Maximum tension of Licensee's strand shall not exceed 60% of the breaking strength under applicable storm loading, as defined by the National Electrical Safety Code (Rule 251). Where local codes designate a heavier degree of loading than the NESC, the local requirements shall govern.

## GUYING

28. Guying will be required on poles where the total unbalanced load, including the tension due to Licensee's Attachments under the appropriate storm loading prescribed by the National Electrical Safety Code (Rule 251), exceed 200

pounds unless the pole was designed as an unguyed corner pole and the pole has adequate strength and stability, in the opinion of Licensor, to withstand the additional load.

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

30. Guy guards shall be installed in compliance with NESC (Rule 282E).

31. Licensee may attach its guy to Licensor's anchor rods only where Licensor specifically authorizes it in writing. Should it be necessary to replace the anchor at a later date to provide added strength for Licensor's requirements, the anchor shall be replaced at Licensee's expense if the existing anchor rod would support Licensor's Attachments without regard to Licensee's guy.

32. More than one licensee may use a common guy to sustain their combined load.

33. Guys shall be insulated as specified in the Safety Code (Rules 215 and 283) and at any location where Licensee's guy parallels Licensor's guy with insulator. Licensee's guys shall not short circuit Licensor's guy insulators.

34. Cross guying of Licensee's guys with Licensor's guys is not allowed.

35. Material used for guys shall be compatible from a corrosion standpoint with the hardware to which it is attached.

DATED: 9/21/21

WITNESS (ATTEST)

ALLO Grand Island, LLC

Tamara Tamara

BY [Signature]

Title: President

WITNESS (ATTEST)

CITY OF GRAND ISLAND, NEBRASKA  
A Municipal Corporation

\_\_\_\_\_

BY \_\_\_\_\_

Title: Mayor



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/3/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> SilverStone Group, LLC a HUB International Company 11516 Miracle Hills Drive Suite 100 Omaha NE 68154	<b>CONTACT</b> NAME: Mardi Whitley PHONE (A/C, No, Ext): 402.964.5567 E-MAIL ADDRESS: mwhtitley@ssgi.com	<b>FAX</b> (A/C, No): 402.557.6322
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A : Travelers Ind. Co. Of America		25666
INSURER B : Travelers Property Casualty Co. of America		36161
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

**COVERAGES****CERTIFICATE NUMBER:** 1875632267**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Y-630-9363A449	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810-9N419628	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-0K849035	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB-0P249509	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property Coverage Special Cause of Loss Installation Floater			Y-630-9363A449	1/1/2021	1/1/2022	Bldg Bldg/Cnts Repl cost/agreed val Limit \$511,599,369 \$25,000 Deductible \$5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Named Insured:  
Allo Communications, LLC  
Allo Twin Cities, LLC  
Allo Alliance, LLC  
Allo Intermediate Holdings, LLC  
Allo Fremont, LLC  
Allo Greeley, LLC  
Allo Wayne, LLC  
See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

City of Grand Island  
Utilities Director  
1306 W. 3rd Street  
Grand Island NE 68801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

<b>AGENCY</b> SilverStone Group, LLC a HUB International Company		<b>NAMED INSURED</b> Allo Holdings, LLC (See additional Named Insureds) c/o Nelnet, Inc. 121 S. 13th Street, Suite 201 Lincoln NE 68508	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Allo Columbus, LLC  
 Allo Valentine, LLC

RESOLUTION 2021-243

WHEREAS, ALLO Grand Island, LLC, is a telecommunications company that wishes to attach fiber optic cables to City owned utility poles; and

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

WHEREAS, the proposed License Agreement will require ALLO to abide by the same installation standards, fees and other provisions as other companies that utilize this service.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 28, 2021.

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

Attest:

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

Approved as to Form	☐ _____
September 24, 2021	☐ City Attorney





# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item G-11

### **#2021-244 - Approving Medical Director Contract for Fire Department**

Staff Contact: Cory Schmidt, Fire Chief

# **Council Agenda Memo**

**From:** Cory Schmidt, Fire Chief

**Meeting:** September 28, 2021

**Subject:** Medical Director Contract

**Presenter(s):** Russ Blackburn, EMS Division Chief

## **Background**

Ambulance Services in Nebraska are allowed to do Advanced Medical Life Support under a Medical Doctor's License. The Doctor that allows his license to be delegated down to Emergency Medical Services, is that service's Medical Director. The Medical Director is responsible for the quality of medical care provided by the Service's paramedics.

## **Discussion**

Dr. Michael McGahan has been the Medical Director for Grand Island Fire Department's Emergency Medical Services since 1998 and is retiring on September 30, 2021. After a Request for Proposal (RFP), Dr. Cory Ohlson has been chosen to be our Medical Director candidate. His RFP price as the Medical Director will be \$36,000.00/ year with a 5% increase each year on renewal. We request you approve the 5 year contract with Dr. Ohlson to be our Medical Director, so we can continue the high level of care the citizens of Grand Island have come to expect.

## **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 Grand Island Fire Department's Medical Director's Contract with Dr. Cory Ohlson.

### **Sample Motion**

Move to approve the Grand Island Fire Department's Medical Director's Contract with Dr. Cory Ohlson.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
MEDICAL DIRECTOR FOR THE FIRE DEPARTMENT**

**RFP DUE DATE:** August 25, 2021 at 4:00 p.m.

**DEPARTMENT:** Fire

**PUBLICATION DATE:** August 2, 2021

**PROPOSALS RECEIVED**

**Gregory Keelen, DO**  
Grand Island, NE

**Cory Ohlson, MD**  
Grand Island, NE

cc: Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent  
Russ Blackburn, EMS Division Chief

Patrick Brown, Finance Director  
Cory Schmidt, Fire Chief  
Rose Rhoads, Admin. Asst. Fire

**P2296**

## **MEDICAL DIRECTOR CONTRACT**

THIS AGREEMENT ("Agreement") is made and entered into this 28 day of September, 2021, by and between Cory Ohlson M.D., ("Director") and THE CITY OF GRAND ISLAND, NEBRASKA, a municipal corporation ("Client").

1. **SERVICES.** Director agrees to perform for Client the medical director services listed in the Duties and Responsibilities as set forth in Exhibit A attached hereto and approved by both Client and Director. Such services are hereafter referred to as "services". Client agrees that Director shall have ready access to Client's staff and resources as necessary to perform the Network's services provided for by this contract.

2. **RATE OF PAYMENT FOR SERVICES.** Client agrees to pay Director for medical director services in the amount of Thirty Six Thousand Dollars (\$36,000.00) for the first year of service, with a 5% increase each year on renewal.

3. **CONFIDENTIAL INFORMATION.** Each party shall hold in trust for the other party and shall not disclose to any nonparty to the agreement any confidential information of such other party. Confidential information is information which, relates to such other party's quality assurance program. Director further acknowledges that during the performance of this contract, Director may learn about or receive confidential Client information and Director hereby confirms that all such information relating to the Client will be kept confidential by the Director except to the extent that such information is required to be divulged to the Director's clerical or support staff of associates in order to enable Director to perform Director's contract obligations.

4. **TERM.** The agreement will cover the current budget year which begins October 1, 2021 and end September 30, 2022. This agreement will automatically renew for a one (1) year period on October 1, 2022, October 1, 2023, October 1, 2024, and October 1, 2025 upon adequate budget funding and spending authority being granted by the Grand Island City Council.

5. **TERMINATION OF AGREEMENT.** Director's services hereunder can be terminated or cancelled prior to completion of the term of this agreement upon either party providing the other within ninety (90) days written notice. In the event of termination all fees shall be prorated to the actual time served as the Director.

6. **APPLICABLE LAW.** This agreement shall be construed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF the parties have signed and agreed to this "Agreement" as of the day and year first written above.

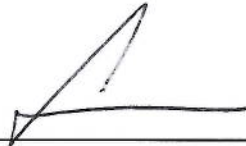
ATTEST:

CITY OF GRAND ISLAND, NEBRASKA  
A Municipal Corporation, Client


\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Roger Steele, Mayor

Cory Ohlson, M.D.  
Director

  
\_\_\_\_\_  
Cory Ohlson, M.D.

This contract is in due form according to law and is hereby approved.

  
\_\_\_\_\_  
City Attorney

  
\_\_\_\_\_  
Date

## EXHIBIT A

The responsibility of the Director will include, but not be limited to, the following medical director services:

- 1) Ensure quality patient care
- 2) Serve as patient advocate
- 3) Set and ensure compliance with patient care standards, including communication standards and medical protocols
- 4) Provide direction and authorization for the development and revision of system-wide protocols, policies, and procedures for all patient care activities from dispatch through triage, treatment, and transport
- 5) Develop and implement the process for the provision of direct medical oversight
- 6) Establish the appropriateness of initial qualifications of pre-hospital personnel involved in patient care and emergency medical dispatch
- 7) Ensure that the qualifications of pre-hospital personnel involved in patient care and emergency medical dispatch are maintained
- 8) Provide direction for effective quality improvement programs for continuous system and patient care improvement
- 9) Maintain liaison with the medical community, including but not limited to hospitals, emergency departments, physicians, pre-hospital providers, and nurses
- 10) Interact with regional, state, and local EMS authorities to ensure that standards, needs, and requirements are met and resources are optimized
- 11) Participate in planning activities such as mutual aid, disaster planning and management, and hazardous materials response
- 12) Promote public education consistent with system goals
- 13) Maintain knowledge levels appropriate for an EMS medical director through continued education
- 14) Direct and Indirect Medical Oversight. Medical directors may provide direct and indirect (on-line and off-line) medical oversight.
- 15) During direct medical oversight, the medical director (or designee) should provide voice or other real-time communication to the practitioner.
- 16) Indirect medical oversight includes prospective medical oversight and retrospective medical evaluation.\
- 17) Prospective methods may include participating in the training, testing, and certification of providers: protocol development, operational policy and procedures development, and legislative activities.
- 18) Retrospective activities should include participation in medical audit and review of care.
- 19) Various aspects of prospective and retrospective medical oversight can be handled by committees functioning under the medical director with representation from appropriate medical and EMS personnel.

The medical director will oversee all aspects of the paramedical operation. All paramedics will operate under his/her license and, therefore, must function under protocols developed and approved by the medical director.

It will be the responsibility of the Grand Island Fire Department to assure and keep documentation on file to verify all personnel meet state required mandates. This includes certification records, continuing education documents and any other records required by the state. The notice could be waived if both parties agree.

And the following department physician services:

1. Understand the physiological, psychological, and environmental demands placed on fire fighters
2. Evaluate fire department candidates, members, and member's returning from 30 days continuous leave for injury or illness, to identify medical conditions that could affect their ability to safely respond to and participate in emergency operations
  - o A maximum of 68 members' physicals without additional charges.
  - o Physicals above the maximum number shall be paid at \$100 per physical.
3. Utilize the essential job task descriptions supplied by the fire department to determine a candidate's or a member's medical certification
4. Identify and report the presence of disqualifying medical conditions if present in candidates
5. Inform the fire chief or his/her designee, in writing, whether or not the candidate or current member is medically certified to safely perform the essential job tasks
6. Report the results of the medical evaluation to the candidate or current member, including any medical condition(s) identified during the medical evaluation, and the recommendation as to whether the candidate or current member is medically certified to safely perform the essential job tasks
7. Forward copies of any abnormal results along with patient instructions regarding primary care follow-up to candidates or current members who were instructed to see (as appropriate) medical follow-up to address any medical conditions, or lab abnormalities, identified during the medical evaluation
8. Review results of the annual Fit for Duty testing.
9. Provide or arrange for a prescriptive rehabilitation and/or fitness program when indicated to aid a member's recovery from illness or injury and enhance his/her ability to safely perform essential job tasks
10. When medical evaluations are conducted by a physician or medical provider other than the fire department physician, the evaluation shall be reviewed and approved by the fire department physician.
11. The fire department physician shall review individual medical evaluations and aggregate data from member evaluations in order to detect evidence of occupational exposure(s) or clusters of occupational disease.



12. The fire department physician shall provide medical supervision for the fire department safety committee, fire department fitness committee, and return-to-duty rehabilitation.
13. The fire department physician shall provide supervision for the fire department infection control program.

### **Components of the Annual Occupational Medical Evaluation of Members**

Components below may be included in the baseline and annual occupational medical evaluations of members as determined by the Physician and the Fire Chief.

It shall be acceptable for certain components of the annual occupational medical evaluation to be performed by a member's private physician or other entities, provided full results are forwarded in the required time frame to the fire department physician.

Yearly medical evaluation shall include a medical history (including exposure history), physical examination, and blood test.

Medical evaluation *may* also include, at the Department Physician's and Fire Chief's discretion, urinalysis, vision tests, audiograms, spirometry, chest x-ray, electrocardiogram, cancer screening, and immunizations and infectious disease screening. The cost of lab tests will be paid for by the Fire Department, and are not covered in this contract.

Tests for illegal drugs shall not be performed as part of the annual medical evaluation.

#### **1) Medical History:**

- a) A medical history questionnaire shall be completed by each member to provide baseline information with which to compare future medical concerns.
  - i) An annual medical history questionnaire, which includes changes in health status and known occupational exposures since the previous annual evaluation, shall be completed by each member to provide follow-up information.
  - ii) Information on the questionnaire and interval concerns shall be reviewed with each member by the fire department physician or designated medical evaluator.

#### **2) Physical Examination:**

- a) Vital signs
- b) Head, eyes, ears, nose, and throat (HEENT)
- c) Neck
- d) Cardiovascular
- e) Pulmonary
- f) Breast
- g) Gastrointestinal (includes rectal exam for mass, occult blood)
- h) Genitourinary (includes pap smear, testicular exam, rectal exam for prostate mass)
- i) Hernia

- j) Lymph nodes
  - k) Neurological
  - l) Musculoskeletal
  - m) Skin (includes screening for cancers)
  - n) Vision
- 3) Ancillary Tests
- a) Blood Tests
    - i) CBC with differential, RBC indices and morphology, and platelet count
    - ii) Electrolytes (Na, K, Cl, HCO<sub>3</sub>, or CO<sub>2</sub>)
    - iii) Renal function (BUN, creatinine)
    - iv) Glucose
    - v) Liver function tests (ALT, AST, direct and indirect bilirubin, alkaline phosphatase)
    - vi) Total cholesterol, HDL, LDL, clinically useful lipid ratios (e.g., percent LDL, and triglycerides)
    - vii) Prostate specific antigen (PSA) after age 40 for positive family history, if African American, or if otherwise clinically indicated; after age 50 for all other male members
- 4) Urine Laboratory Tests:
- a) Dipstick analysis for glucose, ketones, leukocyte esterase, protein, blood, and bilirubin
  - b) Microscopic analysis for RBC, WBC, casts, and crystals if indicated by results of dipstick analysis
  - c) Analysis for occupational chemical exposure if indicated
- 5) Audiology:
- a) Hearing thresholds may be assessed in each ear at each of the following frequencies:
    - i) 500 Hz
    - ii) 1000 Hz
    - iii) 2000 Hz
    - iv) 3000 Hz
    - v) 4000 Hz
    - vi) 6000 Hz
    - vii) 8000 Hz
  - b) The fire department physician or other qualified medical evaluator shall compare audiogram results obtained with past results.
  - c) Standard threshold shifts shall be corrected for age as permitted by OSHA.
- 6) Spirometry:
- a) Pulmonary function testing (spirometry) may be conducted to measure the member's forced vital capacity (FVC), forced expiratory volume in 1 second (FEV<sub>1</sub>), and the FEV<sub>1</sub>/FVC ratio.

- b) The fire department physician or other qualified medical evaluator shall compare spirometry results obtained during prior tests.
  - c) Results shall be corrected according to American Thoracic Society (ATS) guidelines and normative equations found in Knudson et al. (1983) and the American College of Occupational and Environmental Medicine (2000). (See D.2.4.)
- 7) Chest Radiographs:
- a) Chest x-rays may be taken as medically indicated.
  - b) The fire department physician or other qualified medical evaluator shall compare any chest radiographs with prior radiographs.
- 8) Electrocardiograms (EKG):
- a) A resting EKG may be performed as part of the medical evaluation.
  - b) The fire department physician or other qualified medical evaluator shall compare EKGs obtained during evaluations with prior EKGs.
  - c) Stress EKG with or without echocardiography or radionuclide scanning shall be performed as clinically indicated by history or symptoms.
- 9) Mammography:
- a) Mammography may be performed annually on each female member over the age of 40.
  - b) A qualified radiologist shall compare mammograms to prior mammograms.
  - c) The fire department physician shall compare mammography reports to prior reports.
- 10) Immunizations and Infectious Disease Screening:
- i) Tuberculosis screen (PPD) — annually or more frequently according to CDC guidelines unless member has a history of positive PPD, in which case CDC guidelines for management and subsequent chest radiographic surveillance shall be followed
  - ii) Hepatitis C virus screen — baseline and following occupational exposure
  - iii) Hepatitis B virus vaccinations and titers — as specified in CDC guidelines
  - iv) Tetanus/diphtheria vaccine — booster every 10 years
  - v) Measles, mumps, rubella vaccine (MMR) — one dose of MMR vaccine to members born after 1957 without prior immunization and/or evidence of immunity as outlined in Morbidity and Mortality Weekly Report 47(1998):1–57
  - vi) Polio vaccine — A single booster of IPV for members traveling to endemic areas in the line of duty, or as outlined in Morbidity and Mortality Weekly Report 49(2000):1–22
  - vii) Hepatitis A vaccine — offered to high-risk (HazMat, USAR, and SCUBA team members) and other personnel with frequent or expected exposures to contaminated water
  - viii) Varicella vaccine — offered to all non-immune personnel
  - ix) Influenza vaccine — offered to all personnel annually

- x) HIV screening — available to all personnel
  - b) Pre-screening and immunization against biological threat agents shall be made available to members following CDC guidelines or recommendations.
  - c) All members shall be immunized against infectious diseases as required by the AHJ and by 29 CFR 1910.1030.
  - d) The fire department physician shall ensure that all members are offered currently recommended immunizations.
- 11) Post-Exposure Blood borne Pathogen Testing:
- a) Physicians who care for members shall follow current CDC recommendations for post-exposure prophylaxis (PEP) for blood borne pathogen (BBP) exposures.
  - b) There shall be a written protocol for members who present with BBP exposures.
- 12) HIV Testing:
- a) HIV testing shall be offered on a confidential basis as part of post-exposure protocols and as requested by the fire department physician or member.
  - b) All results from HIV tests shall be provided directly to the member and shall be maintained by the physician as confidential documents.
  - c) Results from HIV tests shall not be forwarded to any local, state, provincial, national, or international authorities or databases unless mandated by public health statutes.
- 13) Heavy Metal Evaluation:
- a) Baseline testing for heavy metals shall be required when indicated by known exposure or substantial risk.
  - b) Evaluations shall be performed following known exposures, for recurrent exposures, or where required under federal, state, or provincial regulations.
- 14) Colon Cancer Screening:
- a) Fecal occult blood testing shall be provided to all members above the age of 40 or earlier if clinically indicated.
  - b) Screening colonoscopy services shall be recommended to all members above the age of 50 or earlier if clinically indicated.

## **Payment Schedule**

Upon receipt of Director's notice request for payment, after the start of each period of the contract.

RESOLUTION 2021-244

WHEREAS, Grand Island Fire Department provides Advanced Life Support services, and is required by state law to have a Medical Directors license to work under to provide those services; and

WHEREAS, Dr. Cory Ohlson with approval of this contract will be the Medical director for the Grand Island Fire Department for 5 years at the cost of \$36,000.00 per year, with a 5% increase year on renewal; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Agreement by and between Dr. Cory Ohlson and the City of Grand Island Fire Department to provide Medical Director services.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 28, 2021.

\_\_\_\_\_  
Roger Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
September 24, 2021	☐ City Attorney



# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item G-12

**#2021-245 - Approving the Purchase of Priority Dispatch ProQA  
Emergency Medical Dispatch Software Module**

Staff Contact: Jon Rosenlund

# **Council Agenda Memo**

**From:** Jon Rosenlund, Emergency Manager Director

**Meeting:** September 28, 2021

**Subject:** Approval of EMD ProQA Purchase

**Presenter(s):** Jon Rosenlund, Emergency Manager Director

## **Background**

Our 911 Dispatchers currently provide Emergency Medical Dispatch (EMD) services using the Priority Dispatch protocols. Using these protocols, EMD-certified dispatchers are trained to properly and quickly determine the nature and severity of an emergency medical call, select the appropriate agency resources to respond, and provide pre-arrival instructions. The Grand Island Emergency Center currently uses a paper set of protocol cards to accomplish task. Administration recommends the purchase and installation of a software tool that will interface with the Spillman Computer Aided Software (CAD) to increase automation, accuracy, and efficiency in receiving and dispatching emergency medical calls.

## **Discussion**

The Grand Island Emergency Center provides Emergency Medical Dispatch services using the Priority Dispatch protocols. Using these protocols, EMD-certified staff are trained to properly and quickly determine the nature and severity of an emergency medical call, select the appropriate agency resources to respond, and provide pre-arrival instructions.

Currently, the EMD dispatchers utilize a paper card set of protocols that guide them in their decision-making process to determine the call nature and severity which will determine the resources that are dispatched to the scene. After dispatching resources, the 911 dispatcher can also provide pre-arrival instructions to the callers until help arrives on scene. These pre-arrival instructions include life saving techniques such as CPR, rescue breathing, and even delivering a baby over the phone. Using EMD protocols and pre-arrival instructions allows an emergency response to occur immediately through the instructions given by the dispatcher to render aid on scene. This decreases the time between the incident onset and provision of emergency care, increasing the level and speed of care to emergency medical calls.

The Grand Island Fire Department is in the process of installing and implementing an automatic dispatching tool (Phoenix) which will advise the Fire Department of the call nature and address of a call using an automated system within the Spillman Computer Aided Dispatch (CAD) software used by the 911 Dispatchers. Priority Dispatch provides a software version of their EMD protocols called ProQA that will provide the dispatchers a more structured and explicit set of questions, procedures, and pre-arrival instructions. This software tool will also integrate directly with the Spillman CAD system to import information such as the call nature and severity, as well as imitiation the automatic Phoenix radio notification tool. The ProQA tool will lend to greater consistency in call interrogation and decrease the chances for human error in emergency medical incidents.

The ProQA tool will be provided as a software module upgrade to Spillman CAD and installed with the cooperation of technicians from Spillman to ensure its proper installation and effectiveness.

Payment for this software upgrade is made through a combination of the 215 Landline and 216 Wireless E911 Funds.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the contract for Priority Dispatch ProQA for \$79,914.00.

### **Sample Motion**

Move to approve



110 Regent Street, Suite 500  
Salt Lake City, UT 84111  
USA  
[www.prioritydispatch.net](http://www.prioritydispatch.net)  
Prepared By: Shawn Johnson  
Phone: (800) 363-9127  
Direct: (801) 746-5841  
Email: [shawn.johnson@prioritydispatch.net](mailto:shawn.johnson@prioritydispatch.net)

Agency: Grand Island Emergency Center  
Agency ID#: 1498  
Quote #: Q-58090  
Date: 9/15/2021  
Offer Valid Through: 11/30/2021  
Payment Terms: Net 30  
Currency: USD

**Bill To:**  
Grand Island Emergency Center  
Stephanie Gosda  
PO BOX 1968  
Grand Island, Nebraska 68802-1968  
United States

**Ship To:**  
Grand Island Emergency Center  
Stephanie Gosda  
100 E 1st St  
Grand Island, Nebraska 68801-6023  
United States

Product	Qty	Amount
ProQA Medical Software Licenses Automated calltaking software	4	USD 16,000.00
AQUA Case Review Software for EMD Quality Assurance (case review) software base engine and discipline module	1	USD 1,750.00
XLerator Client Server Suite Client server software application suite	1	USD 2,500.00
MPDS Mobile App Field Responder Guide Smartphone-based field reference guide for responders	40	USD 400.00
Advanced SEND Cards for MPDS - Box of 100 Individual S.E.N.D. cards	1	USD 50.00
ED-Q Training and Certification for EMD Materials, tuition and certification (2 days, 16 hours)	2	USD 1,100.00
Remote Software Installation/Update - M Software installation or update completed remotely by Priority Dispatch	1	USD 500.00
Remote ProQA Software Training - M Per person cost for four hours of ProQA software training completed in a virtual, instructor-led environment	25	USD 3,725.00
Remote AQUA Software Training - M Per person cost for six hours of AQUA software training completed in a virtual, instructor-led environment	2	USD 398.00
Remote System Administration Training Per person cost for training for center management detailing program configuration and customization options, completed in a virtual, instructor-led environment	2	USD 398.00
Remote ProQA & AQUA Reports Training Per person cost for four hours of training for administrators, managers and supervisors on the configuration and customization options in ProQA and AQUA, completed in a virtual, instructor-led environment	2	USD 298.00
College of Emergency Dispatch Annual Subscription Online access to the College of Emergency Dispatch for 12 months	25	USD 2,225.00

"To lead the creation of meaningful change in public safety and health."

Product	Qty	Amount
Implementation Support Package for EMD Implementation support and quality management program development	1	USD 30,000.00
One-Time Quality Performance Review Setup Fee (SL)	1	USD 1,500.00
Equip QA for EMD Initial implementation of expert case review, quality management and mentoring for telecommunicators, QA staff and management	1	USD 11,700.00
IAED Accreditation Application Fee EMD IAED fee for accreditation	1	USD 2,250.00
Priority Dispatch System ESP (P) M System License Renewal, Service & Support	4	USD 5,120.00
Purchase Year 1 TOTAL:		USD 79,914.00

Product	Qty	Amount
Priority Dispatch System ESP (P) M System License Renewal, Service & Support	4	USD 5,120.00
ESP Year 2 TOTAL:		USD 5,120.00

Product	Qty	Amount
Priority Dispatch System ESP (P) M System License Renewal, Service & Support	4	USD 5,120.00
ESP Year 3 TOTAL:		USD 5,120.00

Product	Qty	Amount
Priority Dispatch System ESP (P) M System License Renewal, Service & Support	4	USD 5,376.00
ESP Year 4 TOTAL:		USD 5,376.00

Product	Qty	Amount
Priority Dispatch System ESP (P) M System License Renewal, Service & Support	4	USD 5,376.00
ESP Year 5 TOTAL:		USD 5,376.00

Subtotal	USD 79,914.00
Estimated Tax	
Total	USD 79,914.00

"To lead the creation of meaningful change in public safety and health."

Customer Signature:		Date:	
Customer Name:		Purchase Order ID:	
Expiration Date:			

## TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: <https://prioritydispatch.net/licensing/>

"To lead the creation of meaningful change in public safety and health."



## MEMORANDUM OF SOLE SOURCE

### EMERGENCY MEDICAL DISPATCH SYSTEMS

05 May 2021

Priority Dispatch Corp. is the only all-purpose and comprehensive EMD systems provider company in the world. This includes the following exclusive areas within Emergency Medical Dispatch:

- 1) Only provider of Expert System EMD calltaking software
- 2) Only provider of fully two-way CAD integrated EMD software system
- 3) Only provider of Automated Quality Assurance EMD Case Review software
- 4) Only provider of 24 hour/7day technical support service for EMD-related software
- 5) Only contracted provider of the International Academies of Emergency Dispatch's evidenced based protocols that meets or exceeds International Standards
- 6) Only contracted provider of the International Academy of EMD's unified protocol (Medical Priority Dispatch System) version 13.3
- 7) Only contracted provider of Priority Dispatch System cardset trays (springless design for MPDS cards on-line dispatching) ), and Priority Dispatch System protocol tablets
- 8) Only contracted provider of the International Academy of EMD's unified protocol (Medical Priority Dispatch System) version 13.3 OMEGA
- 9) Only contracted provider of the IAEMD's Principles of Emergency Medical Dispatch, 6<sup>th</sup> Edition
- 10) Only provider of Comprehensive Implementation of MPDS Consulting Services (IAEMD Accreditation Eligibility services)
- 11) Only contracted EMD Instructor Training organization through IAEMD
- 12) Only contracted EMD-Q Training organization through IAEMD
- 13) Only contracted Quality Performance Review (QPR) comprehensive quality assurance program
- 14) Only contracted EMD International EMD Leadership Certification Seminar Training organization through IAEMD
- 15) Only MPDS web-based continuing education (CDE) program provider
- 16) Only contracted provider of IAEMD standards and versions update materials
- 17) Only provider of automated EMD Dispatch Diagnostics (Agonal Breathing Detector Dx, Pulse Check Dx, CPR Compressions Monitor and Metronome, Childbirth Contractions Timer Dx, Stroke Diagnostic Tool Dx, Aspirin Diagnostic and Instruction Tool, Meningitis Diagnostic Tool)
- 18) Only provider of Academy Analytics™ powered by FirstWatch®

Priority Dispatch takes pride in being the sole source for the majority of EMD-related systems and services and is generally acknowledged as both the inventor of the science and the leader in the field of EMD.

If any further information is required, please contact me directly.

Sincerely,

Jeff J. Clawson, M.D.  
CEO & Medical Director  
Director, Division of Research & Standards

Cc: Office of the President, Vice President, Legal & HR, Vice President, Sales & Marketing, Vice President, Protocol, Translation, Curriculum & Instructional Design, Director of Comprehensive Client Implementations

RESOLUTION 2021-245

WHEREAS, the City of Grand Island, Nebraska, operates an emergency 911 call center through interlocal agreement with Hall County; and

WHEREAS, the Grand Island Emergency Center utilizes Emergency Medical Dispatching protocol cards provided by Priority Dispatch for medical emergencies; and

WHEREAS, implementation of an automated Fire & EMS Dispatching system require updates to the Computer Aided Dispatch (CAD) tool for seamless integration of call natures; and

WHEREAS, Priority Dispatch also provides an associated EMD protocol software called ProQA to integrate with the CAD and Dispatching system which will improve the speed and accuracy of medical emergencies for \$79,914.

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

1. The Mayor is hereby authorized and directed to approve this contract with Priority Dispatch for ProQA EMD software in the amount of \$79,914.00 on behalf of the City of Grand Island and the Grand Island Emergency Center.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 28, 2021.

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

Attest:

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

Approved as to Form	☐ _____
September 24, 2021	☐ City Attorney



# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item G-13

**#2021-246 - Approving Certificate of Final Completion for  
Downtown Sanitary Sewer Manhole Rehabilitation; Project No.  
2020-S-7**

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

# **Council Agenda Memo**

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

**Meeting:** September 28, 2021

**Subject:** Approving Certificate of Final Completion for Downtown Sanitary Sewer Manhole Rehabilitation; Project No. 2020-S-7

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

## **Background**

Redina Construction Company of Glen Ellyn, Illinois was awarded a \$259,833.00 contract on November 10, 2020, via Resolution No. 2020-280, for Downtown Sanitary Sewer Manhole Rehabilitation; Project No. 2020-S-7.

Public Works took a proactive approach in rehabilitating sanitary sewer in the downtown area to avoid failures. Cured in Place Pipe (CIPP) lining was completed last year in which pipes were lined to rehabilitate the sanitary sewer pipe structural integrity of the collection system. This portion of the project improved the structural stability of the existing brick manholes in this same area. The project was broken into two (2) parts to maximize the contractor experience of each specialty operation. This infrastructure is constricted within alleyways and right-of-way of the project boundary, which is Clark Street to the west, South Front Street to the north, Plum Street to the east, and First Street to the south. Additional failing pieces in the area were assessed to determine the best rehabilitation method. Segments are mostly 8-inch pipe, with total length of approximately 13,000 linear feet.

There are approximately 230 miles of gravity sewer within the City of Grand Island's collection system. The majority of this infrastructure is between 26 and 75 years old, and between 8 and 18 inches in diameter. The majority of the sanitary sewer rehabilitations were for old clay tile pipe and or damaged / dilapidated manholes.

## **Discussion**

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. Construction was completed for a total cost of \$254,354.60. Additional project costs are shown below.

***ADDITIONAL COSTS***

City of Grand Island- PW Engineering	Engineering Services	\$ 279.56
Olsson, Inc.	Engineering Services	\$ 38,037.35
Grand Island Independent	Advertising	\$ 93.87
		\$ 38,410.78

Total project cost is \$292,765.38.

**Alternatives**

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

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

**Recommendation**

City Administration recommends that the Council approve the Certificate of Final Completion for Downtown Sanitary Sewer Manhole Rehabilitation; Project No. 2020-S-7.

**Sample Motion**

Move to approve the Certificate of Final Completion.



## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Downtown Sanitary Sewer Manhole Rehabilitation; Project No. 2020-S-7  
CITY OF GRAND ISLAND, NEBRASKA  
September 28, 2021

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

This is to certify that Downtown Sanitary Sewer Manhole Rehabilitation; Project No. 2020-S-7 has been fully completed by Redina Construction Company of Glen Ellyn, Illinois under the contract awarded November 10, 2020. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
<b>Alternate Base Bid Section "A"-</b>					
1A	MOBILIZATION/DEMOBILIZATION	1.00	LS	\$ 3,741.00	\$ 3,741.00
2A	MANHOLE REHABILITATION- CEMENTITIOUS LINING (1.5")	444.40	VF	\$ 89.00	\$ 39,551.60
3A	MANHOLE REHABILITATION- EPOXY LINING	488.00	VF	\$ 119.00	\$ 58,072.00
4A	REMOVE MANHOLE STEP	179.00	EA	\$ 30.00	\$ 5,370.00
5A	PLACE MANHOLE ADJUSTMENT RING	15.00	EA	\$ 2,486.00	\$ 37,290.00
6A	REMOVE AND REPLACE MANHOLE RING AND COVER	20.00	EA	\$ 2,768.00	\$ 55,360.00
7A	REPAIR MANHOLE	4.00	EA	\$ 605.00	\$ 2,420.00
8A	REPAIR MANHOLE INFILTRATION LEAK	1.00	EA	\$ 221.00	\$ 221.00
9A	REPAIR MANHOLE BENCH	44.00	EA	\$ 366.00	\$ 16,104.00
10A	REPAIR MANHOLE FLOWLINE	38.00	EA	\$ 552.00	\$ 20,976.00
11A	BYPASS PUMPING	19.00	EA	\$ 315.00	\$ 5,985.00
12A	REMOVE AND REPLACE 6" CONCRETE PAVEMENT	32.80	SY	\$ 130.00	\$ 4,264.00
13A	TRAFFIC CONTROL	1.00	LS	\$ 5,000.00	\$ 5,000.00
<b>Total Alternate Base Bid Section "A"=</b>					<b>\$ 254,354.60</b>

I hereby acknowledge that Redina Construction Company of Glen Ellyn, Illinois has been paid in full, for the amount of \$254,354.60, by the City of Grand Island for the completion of Downtown Sanitary Sewer Manhole Rehabilitation; Project No. 2020-S-7.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

**Additional Costs:**

City of Grand Island- PW Engineering	Engineering Services	\$ 279.56
Olsson, Inc.	Engineering Services	\$ 38,037.35
Grand Island Independent	Advertising	\$ 93.87

**Total Additional Costs= \$ 38,410.78**

<b>Total Project Cost=</b>	<b>\$292,765.38</b>
----------------------------	---------------------

I hereby recommend that the Engineer's Certificate of Final Completion for Downtown Sanitary Sewer Manhole Rehabilitation; Project No. 2020-S-7 be approved.

---

John Collins – City Engineer/Public Works Director

---

Roger G. Steele – Mayor

R E S O L U T I O N    2021-246

WHEREAS, the City Engineering/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for Downtown Sanitary Sewer Manhole Rehabilitation; Project No. 2020-S-7 certifying that Redina Construction Company of Glen Ellyn, Illinois, under contract, has completed such project for the total construction amount of \$254,354.60; and

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

WHEREAS, additional project costs equate to \$38,410.78, as shown

**ADDITIONAL COSTS**

City of Grand Island- PW Engineering	Engineering Services	\$    279.56
Olsson, Inc.	Engineering Services	\$ 38,037.35
Grand Island Independent	Advertising	\$     93.87
		\$ 38,410.78

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Downtown Sanitary Sewer Manhole Rehabilitation; Project No. 2020-S-7, in the amount of \$292,765.38 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 28, 2021.

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

Attest:

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

Approved as to Form	▣ _____
September 24, 2021	▣ City Attorney



# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item G-14

**#2021-247 - Approving Acquisition of Permanent Sanitary Sewer and Lift Station Easements for Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4 (Hall County, Hall County Airport, and City of Grand Island)**

*This item relates to the aforementioned Public Hearing item E-6.*

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

# RESOLUTION 2021-247

WHEREAS, public sanitary sewer and lift station easements are required by the City of Grand Island for Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4, to construct and maintain such project; and

WHEREAS, acquisition of the public sanitary sewer and lift station easements is as follows:

<i>Property Owner</i>	<i>Legal Description</i>
Hall County	<p>A SANITARY SEWER EASEMENT LOCATED IN PART OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION TWENTY-SEVEN (27), TOWNSHIP TWELVE (12) NORTH, RANGE NINE (9) WEST OF THE 6<sup>TH</sup> P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE SOUTHEAST CORNER OF SECTION 27-T12N-R9W; THENCE ON AN ASSUMED BEARING OF N00°38'58"W, ALONG THE EAST LINE OF THE SE 1/4 , A DISTANCE OF 33.01 FEET; THENCE N89°15'14"W, ALONG THE NORTH RIGHT-OF-WAY LINE OF ABBOTT ROAD, A DISTANCE OF 648.61 FEET TO THE POINT OF BEGINNING; THENCE N89°15'14"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET; THENCE N00°36'12"E A DISTANCE OF 368.45 FEET; THENCE N00°00'00"E A DISTANCE OF 771.54 FEET; THENCE N89°59'37"W A DISTANCE OF 338.58 FEET; THENCE N00°00'01"W A DISTANCE OF 20.00 FEET; THENCE S89°59'37"E A DISTANCE OF 935.96 FEET; THENCE S00°00'38"W A DISTANCE OF 20.00 FEET; THENCE N89°59'37"W A DISTANCE OF 567.38 FEET; THENCE S00°00'00"W A DISTANCE OF 401.49 FEET; THENCE N89°25'30"E A DISTANCE OF 603.18 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SKY PARK ROAD; THENCE S00°38'53"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET; THENCE S89°25'30"W A DISTANCE OF 194.36 FEET; THENCE S86°45'50"W A DISTANCE OF 409.68 FEET; THENCE S00°00'00"E A DISTANCE OF 331.18 FEET; THENCE S00°36'12"W A DISTANCE OF 368.68 FEET TO THE POINT OF BEGINNING. SAID SANITARY SEWER EASEMENT CONTAINS A CALCULATED AREA OF 68880.78 ± SQUARE FEET OR 1.581± ACRES MORE OR LESS. (EXHIBIT 1)</p> <p>AND</p> <p>A SANITARY SEWER AND LIFT STATION EASEMENT LOCATED IN PART OF THE NORTHEAST QUARTER (NE ¼) OF SECTION THIRTY-FOUR (34), TOWNSHIP TWELVE (12) NORTH, RANGE NINE (9) WEST OF THE 6<sup>TH</sup> P.M., HALL COUTNY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTHEAST CORNER OF SECTION 34-T12N-R9W; THENCE ON AN ASSUMED BEARING OF S00°04'16"W, ALONG THE EAST LINE OF THE NE ¼, A DISTANCE OF 33.00 FEET; THENCE N89°15'14"W, ALONG THE SOUTH RIGHT-OF-WAY LINE OF ABBOTT ROAD, A DISTANCE OF 595.03 FEET TO THE POINT OF BEGINNING; THENCE S00°42'42"W A DISTANCE OF 82.12 FEET; THENCE N89°09'29"W A DISTANCE OF 49.45 FEET; THENCE S00°36'14"W A DISTANCE OF 979.66 FEET; THENCE S89°43'26"E A DISTANCE OF 621.46 FEET TO A POINT ON THE WEST RIGHT-OF-</p>

Approved as to Form ☐ \_\_\_\_\_  
September 24, 2021 ☐ City Attorney

WAY LINE OF SKY PARK ROAD; THENCE S00°04'16"W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET; THENCE N89°43'26"W A DISTANCE OF 621.57 FEET; THENCE S00°16'08"W A DISTANCE OF 1522.63 FEET; THENCE N89°16'38"W A DISTANCE OF 40.00 FEET; THENCE N00°16'08"E A DISTANCE OF 1522.31 FEET; THENCE N00°10'09"E A DISTANCE OF 1070.22 FEET; THENCE S89°28'18"E A DISTANCE OF 13.03 FEET; THENCE N00°36'12"E A DISTANCE OF 11.81 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF ABBOTT ROAD; THENCE S89°15'14"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 84.61 FEET TO THE POINT OF BEGINNING. SAID SANITARY SEWER AND LIFT STATION EASEMENT CONTAINS A CALCULATED AREA OF 124869.87± SQUARE FEET OR 2.867± ACRES MORE OR LESS. (EXHIBIT 3)

AND

A SANITARY SEWER EASEMENT LOCATED IN PART OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION THIRTY-FOUR (34), TOWNSHIP TWELVE (12) NORTH, RANGE NINE (9) WEST OF THE 6<sup>TH</sup> P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ¼ CORNER OF SECTION 35-T12N-R9W; THENCE ON AN ASSUMED BEARING OF S00°21'02"W, ALONG THE EAST LINE OF THE SE ¼, A DISTANCE OF 58.38 FEET; THENCE N89°38'58"W A DISTANCE OF 33.12 FEET TO THE WEST RIGHT-OF-WAY LINE OF SKY PARK ROAD AND ALSO BEING THE POINT OF BEGINNING; THENCE S00°10'16"W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 23.00 FEET; THENCE S89°49'45"W A DISTANCE OF 627.81 FEET; THENCE N00°21'27"E A DISTANCE OF 23.00 FEET; THENCE S89°49'45"E A DISTANCE OF 627.73 FEET TO THE POINT OF BEGINNING. SAID SANITARY SEWER EASEMENT CONTAINS A CALCULATED AREA OF 14438.67± SQUARE FEET OR 0.331± ACRES MORE OR LESS. (EXHIBIT 5)

AND

A SANITARY SEWER EASEMENT LOCATED IN PART OF THE PART OF THE SOUTHEAST QUARTER (SE ¼) OF SETION THIRTY-FOUR (34), TOWNSHIP TWELVE (12) NORTH, RANGE NINE (9) 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 34-T12N-R9W; THENCE ON AN ASSUMED BEARING OF N00°21'02"W, ALONG THE EAST LINE OF THE SE ¼, A DISTANCE OF 33.00 FEET; THENCE N89°12'27"W, ALONG THE NORTH RIGHT-OF-WAY LINE OF AIRPORT ROAD, A DISTANCE OF 639.36 FEET TO THE POINT OF BEGINNING; THENCE N89°12'27"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 27.21 FEET; THENCE N44°07'55"W A DISTANCE OF 22.84 FEET; THENCE N00°07'02"E A DISTANCE OF 1265.65 FEET; THENCE S89°14'27"E A DISTANCE OF 20.00 FEET; THENCE S00°07'02"W A DISTANCE OF 1257.30 FEET; THENCE S42°53'21"E A DISTANCE OF 33.93 FEET TO THE POINT OF BEGINNING. SAID SANITARY SEWER EASEMENT CONTAINS A CALCULATED AREA OF 25791.65± SQUARE FEET OR 0.592± ACRES MORE OR LESS. (EXHIBIT 7)

<p>HALL COUNTY AIRPORT</p>	<p>A SANITARY SEWER EASEMENT LOCATED IN PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-SIX (26) TOWNSHIP TWELVE (12) NORTH, RANGE NINE (9) WEST OF THE 6<sup>TH</sup> P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 26-T12N-R9W; THENCE ON AN ASSUMED BEARING OF N00°38'53"W, ALONG THE WEST LINE OF THE SW1/4, A DISTANCE OF 766.73 FEET; THENCE N89°22'39"E A DISTANCE OF 33.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SKY PARK ROAD AND ALSO BEING THE POINT OF BEGINNING; THENCE N00°38'53"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET; THENCE N89°25'30"E A DISTANCE OF 112.61 FEET; THENCE S00°24'09"E A DISTANCE OF 505.75 FEET; THENCE S89°35'51"W A DISTANCE OF 20.00 FEET; THENCE N00°24'09"W A DISTANCE OF 485.68 FEET; THENCE S89°25'30"W A DISTANCE OF 92.53 FEET TO THE POINT OF BEGINNING. SAID SANITARY SEWER EASEMENT CONTAINS A CALCULATED AREA OF 11965.73± SQUARE FEET OR 0.275± ACRES MORE OR LESS. (EXHIBIT 2)</p> <p>AND</p> <p>A SANITARY SEWER EASEMENT LOCATED IN PART OF THE NORTHWEST (NW ¼) OF SECTION THIRTY-FIVE (35), TOWNSHIP TWELVE (12) NORTH, RANGE NINE (9) WEST OF THE 6<sup>TH</sup> P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 35-T12N-R9W; THENCE ON AN ASSUMED BEARING OF S00°04'16"W, ALONG THE WEST LINE OF THE NW ¼; THENCE S89°55'44"E A DISTANCE OF 160.19 FEET TO THE POINT OF BEGINNING; THENCE S89°45'13"E A DISTANCE OF 20.00 FEET; THENCE S00°05'46"W A DISTANCE OF 736.87 FEET; THENCE S08°15'35"W A DISTANCE OF 167.63 FEET; THENCE N81°44'25"W A DISTANCE OF 20.00 FEET; THENCE N08°15'35"E A DISTANCE OF 155.41 FEET; THENCE N89°43'26"W A DISTANCE OF 125.33 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SKY PARK ROAD; THENCE N00°04'16"E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET; THENCE S89°43'26"E A DISTANCE OF 126.87 FEET; THENCE N00°05'46"E A DISTANCE OF 726.18 FEET TO THE POINT OF BEGINNING. SAID SANITARY SEWER EASEMENT CONTAINS A CALCULATED AREA OF 20591.12± SQUARE FEET OR 0.473± ACRES MORE OR LESS. (EXHIBIT 4)</p> <p>AND</p> <p>A SANITARY SEWER EASEMENT LOCATED IN PART OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION THIRTY-FIVE (35), TOWNSHIP TWELVE (12) NORTH, RANGE NINE (9) WEST OF THE 6<sup>TH</sup> P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST ¼ CORNER OF SECTION 35-T12N-R9W; THENCE ON AN ASSUMED BEARING OF S00°21'02"W, ALONG THE WEST LINE OF THE SW ¼, A DISTANCE OF 60.72 FEET; THENCE S89°38'58"E A DISTANCE OF 33.00 FEET TO A POINT ON</p>
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	THE EAST RIGHT-OF-WAY LINE OF SKY PARK ROAD AND ALSO BEING THE POINT OF BEGINNING; THENCE S89°52'02"E A DISTANCE OF 659.21 FEET; THENCE S00°07'59"W A DISTANCE OF 20.00 FEET; THENCE N89°52'02"W A DISTANCE OF 659.29 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE; THENCE N00°21'02"W A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID SANITARY SEWER EASEMENT CONTAINS A CALCULATED AREA OF 13185.03± SQUARE FEET OR 0.307± ACRES MORE OR LESS. (EXHIBIT 6)
CITY OF GRAND ISLAND, NEBRASKA	A SANITARY SEWER EASEMENT LOCATED IN PART OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION TWO (2), TOWNSHIP TWELVE (12) NORTH, RANGE NINE (9) WEST OF THE 6 <sup>TH</sup> P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST ¼ CORNER OF SECTION 2-T12N-R9W; THENCE ON AN ASSUMED BEARING OF S00°38'17"E, ALONG THE WEST LINE OF SW ¼, A DISTANCE OF 436.07 FEET; THENCE N89°12'43"E A DISTANCE OF 33.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SKY PARK ROAD AND ALSO BEING THE POINT OF BEGINNING; THENCE S45°59'18"E A DISTANCE OF 12.01 FEET; THENCE N89°57'23"E A DISTANCE OF 22.25 FEET; THENCE S00°33'20"E A DISTANCE OF 20.00 FEET; THENCE S89°57'21"W A DISTANCE OF 30.76 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE OF SKY PARK ROAD; THENCE N00°38'17"W A DISTANCE OF 28.35 FEET TO THE POINT OF BEGINNING. SAID SANITARY SEWER EASEMENT CONTAINS A CALCULATED AREA OF 651.29± SQUARE FEET OR 0.015± ACRES MORE OR LESS. (EXHIBIT 8)

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire such public sanitary sewer and lift station easements from the listed property owners, on the above-described tracts of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 28, 2021.

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

Attest:

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

- 4 -





# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item G-15

**#2021-248 - Approving Acquisition of Public Easements in Lewis Acres Subdivision- 3225 W Wildwood Drive (42 Grand Island, LP)**

*This item relates to the aforementioned Public Hearing item E-7.*

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

RESOLUTION 2021-248

WHEREAS, public easements are required by the City of Grand Island, from 42 Grand Island, LP in Lewis Acres Subdivision, City of Grand Island, Hall County, Nebraska and more particularly described as follows:

AN UTILITY, DRAINAGE, AND SIDEWALK EASEMENT CONSISTING OF PART LOT 1, LEWIS ACRES SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST (NW) CORNER OF LOT 1, LEWIS ACRES SUBDIVISION; THENCE ON AN ASSUMED BEARING OF S89°31'24"E, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 170.37 FEET; THENCE S89°31'14"E, CONTINUING ALONG SAID NORTH LINE OF LOT 1, A DISTANCE OF 365.18 FEET; THENCE S89°31'17"E, CONTINUING ALONG SAID NORTH LINE OF LOT 1, A DISTANCE OF 414.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S00°36'27"E, ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 40.01 FEET; THENCE N89°31'17"W A DISTANCE OF 415.52 FEET; THENCE N89°31'14"W A DISTANCE OF 365.18 FEET; THENCE 89°31'24"W A DISTANCE OF 166.90 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE N04°28'54"W, ALONG SAID WEST LINE OF LOT 1, A DISTANCE OF 40.15 FEET; TO THE POINT OF BEGINNING. SAID UTILITY, DRAINAGE AND SIDEWALK EASEMENT CONTAINS A CALCULATED AREA OF 37,958 SQUARE FEET OR 0.871 ACRES MORE OR LESS.

AND

AN UTILITY EASEMENT CONSISTING OF PART OF LOT 1, LEWIS ACRES SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST (NW) CORNER OF LOT 1, LEWIS ACRES SUBDIVISION; THENCE ON AN ASSUMED BEARING OF S89°31'24"E, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 170.37 FEET; THENCE S89°31'14"E, CONTINUING ALONG SAID NORTH LINE OF LOT 1, A DISTANCE OF 365.18 FEET; THENCE S89°31'17"E, CONTINUING ALONG SAID NORTH LINE OF LOT 1, A DISTANCE OF 46.44 FEET; THENCE S00°00'14"E A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE S89°31'17"E A DISTANCE OF 26.89 FEET; THENCE S50°45'33"E A DISTANCE OF 365.58 FEET; THENCE S00°03'02"W A DISTANCE OF 992.95 FEET; THENCE S89°26'24"E A DISTANCE OF 402.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE S00°45'39"E, ALONG SAID EAST LINE OF LOT 1, A DISTANCE OF 20.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE N89°26'24"W, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 422.29 FEET; THENCE N00°03'02"E A DISTANCE OF 1003.27 FEET; THENCE N50°45'33"W A DISTANCE OF 374.19 FEET; THENCE N00°00'14"W A DISTANCE OF 4.25 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 35,660 SQUARE FEET OR 0.819 ACRES MORE OR LESS.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire such public easements from the property owner on the above described tracts of land.

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Adopted by the City Council of the City of Grand Island, Nebraska, September 28, 2021.

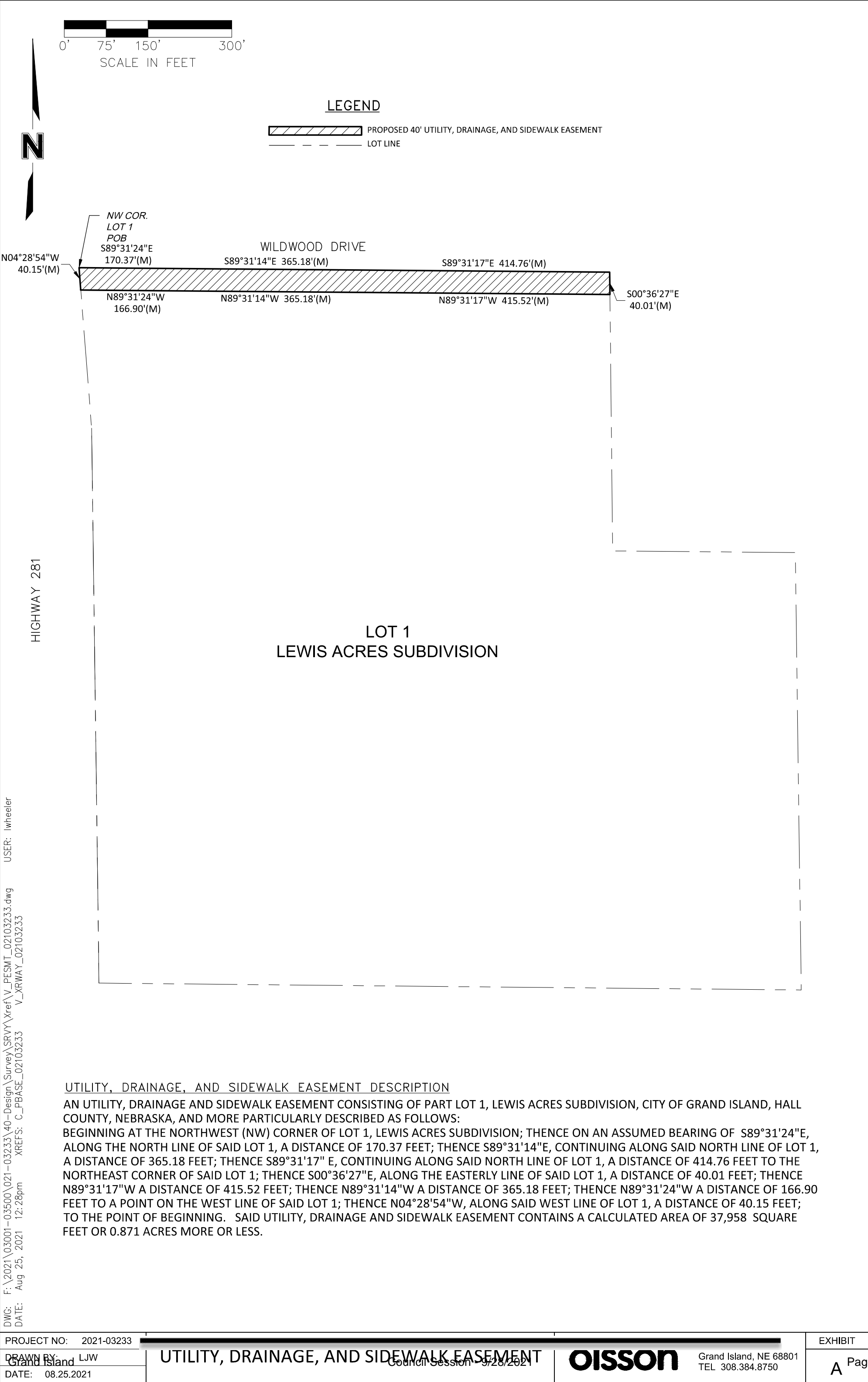
\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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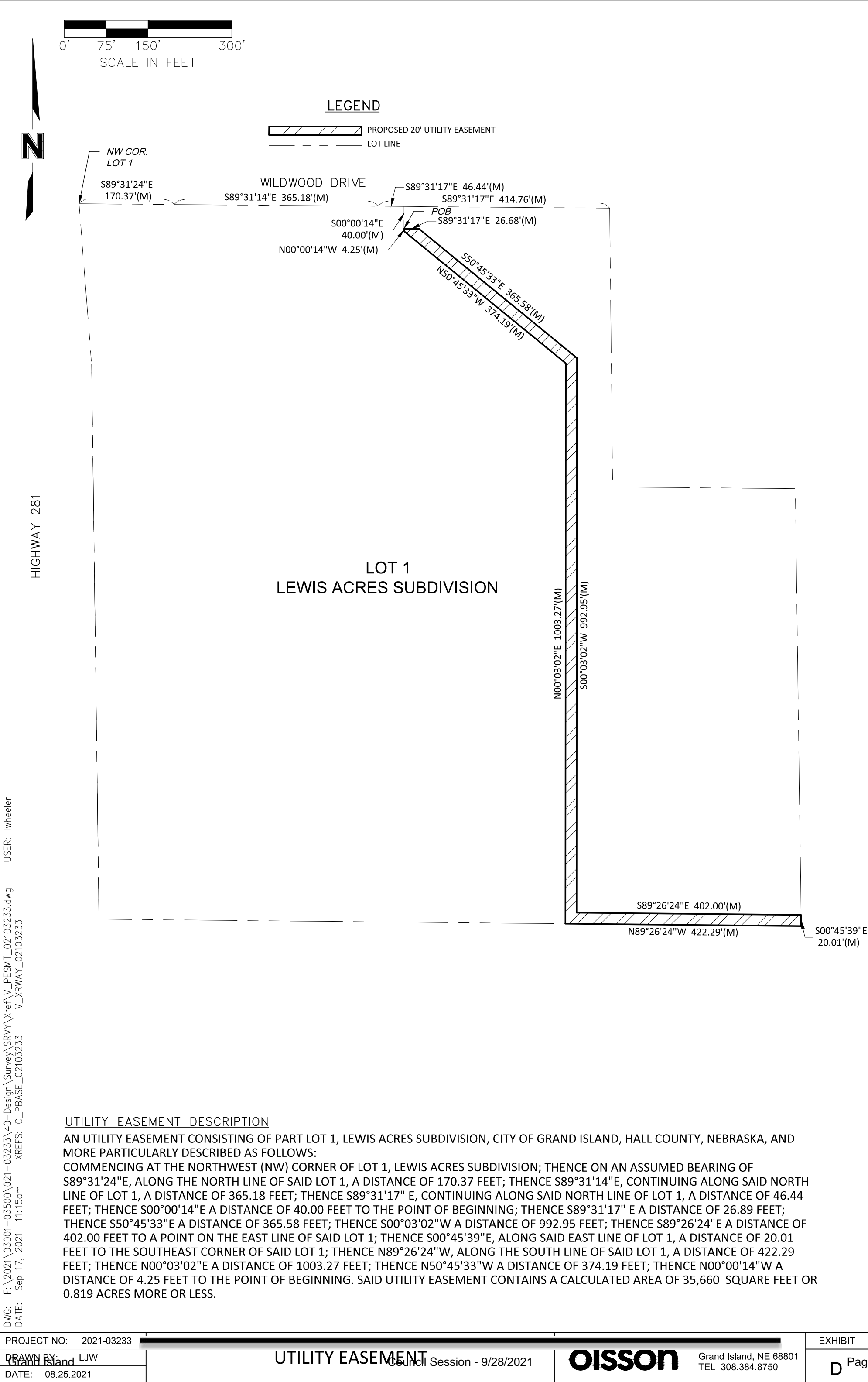
Approved as to Form	☐ _____
September 24, 2021	☐ City Attorney





UTILITY, DRAINAGE, AND SIDEWALK EASEMENT DESCRIPTION

AN UTILITY, DRAINAGE AND SIDEWALK EASEMENT CONSISTING OF PART LOT 1, LEWIS ACRES SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHWEST (NW) CORNER OF LOT 1, LEWIS ACRES SUBDIVISION; THENCE ON AN ASSUMED BEARING OF S89°31'24"E, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 170.37 FEET; THENCE S89°31'14"E, CONTINUING ALONG SAID NORTH LINE OF LOT 1, A DISTANCE OF 365.18 FEET; THENCE S89°31'17" E, CONTINUING ALONG SAID NORTH LINE OF LOT 1, A DISTANCE OF 414.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S00°36'27"E, ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 40.01 FEET; THENCE N89°31'17"W A DISTANCE OF 415.52 FEET; THENCE N89°31'14"W A DISTANCE OF 365.18 FEET; THENCE N89°31'24"W A DISTANCE OF 166.90 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE N04°28'54"W, ALONG SAID WEST LINE OF LOT 1, A DISTANCE OF 40.15 FEET; TO THE POINT OF BEGINNING. SAID UTILITY, DRAINAGE AND SIDEWALK EASEMENT CONTAINS A CALCULATED AREA OF 37,958 SQUARE FEET OR 0.871 ACRES MORE OR LESS.



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DATE: Sep 17, 2021 11:15am  
USER: lwheeler  
XREFS: C\_PBASE\_02103233 V\_XRWAY\_02103233

UTILITY EASEMENT DESCRIPTION

AN UTILITY EASEMENT CONSISTING OF PART LOT 1, LEWIS ACRES SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHWEST (NW) CORNER OF LOT 1, LEWIS ACRES SUBDIVISION; THENCE ON AN ASSUMED BEARING OF S89°31'24"E, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 170.37 FEET; THENCE S89°31'14"E, CONTINUING ALONG SAID NORTH LINE OF LOT 1, A DISTANCE OF 365.18 FEET; THENCE S89°31'17" E, CONTINUING ALONG SAID NORTH LINE OF LOT 1, A DISTANCE OF 46.44 FEET; THENCE S00°00'14"E A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE S89°31'17" E A DISTANCE OF 26.89 FEET; THENCE S50°45'33"E A DISTANCE OF 365.58 FEET; THENCE S00°03'02"W A DISTANCE OF 992.95 FEET; THENCE S89°26'24"E A DISTANCE OF 402.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE S00°45'39"E, ALONG SAID EAST LINE OF LOT 1, A DISTANCE OF 20.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE N89°26'24"W, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 422.29 FEET; THENCE N00°03'02"E A DISTANCE OF 1003.27 FEET; THENCE N50°45'33"W A DISTANCE OF 374.19 FEET; THENCE N00°00'14"W A DISTANCE OF 4.25 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 35,660 SQUARE FEET OR 0.819 ACRES MORE OR LESS.



# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item G-16

**#2021-249 - Approving Skid Steer Buy-Back for Streets Division**

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

# **Council Agenda Memo**

**From:** Shannon Callahan, Street Superintendent

**Meeting:** September 28, 2021

**Subject:** Approving Skid Steer Buy-Back for Streets Division

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

## **Background**

The Streets Division currently owns two compact track loaders (skid steers). One compact track loader is a front line machine for the Streets Division's concrete repair crew that is primarily used for concrete removal (sawing, hammering, and excavating). The other compact track loader is used mainly for asphalt roadway patching by clearing and loading millings from sections of roadway in preparation for new hot-mix asphalt.

In November of 2014, the City Council approved the purchase of two new skid steers (one rubber tire and one track loader) and future participation in a buyback program with Central Nebraska Bobcat of Grand Island, NE. The Buyback program gives the City an opportunity to own a new machine, at minimal cost, each year lowering the risk of down time for a key piece of equipment and reducing equipment maintenance costs.



*Example of Skid Steer/Compact Track Loader*

## **Discussion**

The Net Cost breakdown for each skid steer is shown in the tables below.

<b>T76 T4 Bobcat Compact Track Loader</b>	
New Machine Cost	\$61,564.62
Trade Value based on Buyback Agreement	\$51,714.62
<b>Net Purchase Price</b>	<b>\$9,850.00</b>

<b>T66 T4 Bobcat Skid Steer Loader</b>	
New Machine Cost	\$55,304.82
Trade Value based on Buyback Agreement	\$47,409.00
<b>Net Purchase Price</b>	<b>\$7,895.82</b>

Public Works staff is recommending participation in Bobcat's buyback program and the purchase of a new a T76 T4 compact track loader for \$61,564.62 with a trade-in value of \$51,714.62 for a net purchase price of \$9,850.00 and the purchase of a new T66 T4 compact track loader for \$55,304.82 with a trade-in value of \$47,409.00 for a net purchase price of \$7,895.82 from Central Nebraska Bobcat of Grand Island, NE.

### **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 participation in Bobcat's buyback program and the purchase of a new a T76 T4 compact track loader for \$61,564.62 with a trade-in value of \$51,714.62 for a net purchase price of \$9,850.00 and the purchase of a new T66 T4 compact track loader for \$55,304.82 with a trade-in value of \$47,409.00 for a net purchase price of \$7,895.82 from Central Nebraska Bobcat of Grand Island, NE.

### **Sample Motion**

Move to approve the participation in Bobcat's buyback program and the purchase of a new a T76 T4 compact track loader for \$61,564.62 with a trade-in value of \$51,714.62 for a net purchase price of \$9,850.00 and the purchase of a new T66 T4 compact track loader for \$55,304.82 with a trade-in value of \$47,409.00 for a net purchase price of \$7,895.82 from Central Nebraska Bobcat of Grand Island, NE.



RESOLUTION 2021-249

WHEREAS, the City of Grand Island City Council approved participation in a buyback program with Central Nebraska Bobcat of Grand Island, NE in November of 2014; and

WHEREAS, Central Nebraska Bobcat quoted a price for purchasing a new a T76 T4 compact track loader for \$61,564.62 with a trade-in value of \$51,714.62 for a net purchase price of \$9,850.00; and

WHEREAS, Central Nebraska Bobcat quoted a price for purchasing a new T66 T4 compact track loader for \$55,304.82 with a trade-in value of \$47,409.00 for a net purchase price of \$7,895.82.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of a new a T76 T4 compact track loader for \$61,564.62 with a trade-in value of \$51,714.62 for a net purchase price of \$9,850.00 and the purchase of a new T66 T4 compact track loader for \$55,304.82 with a trade-in value of \$47,409.00 for a net purchase price of \$7,895.82 from Central Nebraska Bobcat of Grand Island, NE is approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 28, 2021.

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

Attest:

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

Approved as to Form	▣ _____
September 24, 2021	▣ City Attorney



# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item G-17

**#2021-250 - Approving Engineering Consulting Agreement for Various Locations Drainage Projects; Brookline Drive and Henry Street/ South Street Intersection**

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

# **Council Agenda Memo**

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

**Meeting:** September 28, 2021

**Subject:** Approving Engineering Consulting Agreement for Various Locations Drainage Projects; Brookline Drive and Henry Street/ South Street Intersection

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

## **Background**

The Various Locations Drainage Projects; Brookline Drive and Henry Street/ South Street Intersection will plan, design, and build projects to improve drainage.

One project is improving drainage along Brookline Drive. City staff have looked at several options, but constructing a concrete cur band gutter street appears to be the best alternative.

The other project is paving the intersection of Henry Street and South Street. With the heavy truck traffic and large amounts of water drainage from the north, this appears to be the preferred option to fix drainage problems.

At this time the Public Works Engineering staff is looking to design the two (2) projects and then combine them in a large project for bidding and construction, which is subject to change.

On July 9, 2021 the Engineering Division of the Public Works Department advertised for Engineering Services for Various Drainage Projects; Brookline Drive and Henry Street/ South Street Intersection, with sixteen (16) potential respondents.

## **Discussion**

Two (2) engineering firms submitted qualifications for the engineering services for Various Locations Drainage Projects; Brookline Drive and Henry Street/ South Street Intersection. JEO Consulting Group, Inc. of Grand Island, Nebraska was selected as the top engineering firm based on the pre-approved selection criteria.

- Firm experience and qualifications on similar work (50%)

- Proposed project schedule/approach (40%)
- Past experience working with the City of Grand Island Public Works Department (10%)

Compensation for JEO Consulting Group, Inc.'s engineering design services will be provided on a time and expense basis not to exceed \$96,970.00. Such services will include project management, preliminary investigation, final design, bidding and negotiation and construction services. Amendments may be required in the future for additional services.

### **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 JEO Consulting Group, Inc. of Grand Island, Nebraska, in the amount of \$96,970.00.

### **Sample Motion**

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR QUALIFICATIONS  
FOR  
ENGINEERING SERVICES FOR THE  
2022 CAPITAL IMPROVEMENT PROJECTS;  
SELECTED LOCATIONS**

**RFP DUE DATE:** July 29, 2021 at 4:00 p.m.

**DEPARTMENT:** Public Works

**PUBLICATION DATE:** July 9, 2021

**NO. POTENTIAL BIDDERS:** 16

**PROPOSALS RECEIVED**

**HDR**  
Omaha, NE

**JEO Consulting Group**  
Grand Island, NE

**Benesch**  
Grand Island, NE

**Olsson**  
Grand Island, NE

cc: John Collins, Public Works Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent  
Todd McCoy, Parks & Recreation Director

Catrina DeLosh, PW Admin. Assist.  
Patrick Brown, Finance Director  
Keith Kurz, Assist. PW Director

**P2292**





## VARIOUS LOCATIONS DRAINAGE PROJECTS



RESOLUTION 2021-250

WHEREAS, on July 9, 2021 the Engineering Division of the Public Works Department advertised for Engineering Services for Various Locations Drainage Projects; Brookline Drive and Henry Street/ South Street Intersection; and

WHEREAS, on July 29, 2019 two (2) engineering firms submitted qualifications for such services; and

WHEREAS, based on the pre-approved selection criteria JEO Consulting Group, Inc. of Grand Island, Nebraska was selected as the top engineering firm; and

WHEREAS, the City of Grand Island and JEO Consulting Group, Inc. of Grand Island, Nebraska wish to enter into an Engineering Services Agreement to provide project management, preliminary investigation, final design, bidding and negotiation and construction services for such project; and

WHEREAS, an amendment may be brought before council at a later date to address additional services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Engineering Services Agreement between the City of Grand Island and JEO Consulting Group, Inc. of Grand Island, Nebraska for engineering services related to Various Locations Drainage Projects; Brookline Drive and Henry Street/ South Street Intersection, in the amount of \$96,970.00, is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 28, 2021.

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

Attest:

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

Approved as to Form	☐ _____
September 24, 2021	☐ City Attorney



# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item G-18

**#2021-251 - Approving Change Order No. 1 for the 2021 Asphalt Resurfacing Project No. 2021-AC-1**

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



# **Council Agenda Memo**

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

**Meeting:** September 28, 2021

**Subject:** Approving Change Order No. 1 for the 2021 Asphalt Resurfacing Project No. 2021-AC-1

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

## **Background**

Gary Smith Construction Co., Inc. of Grand Island, Nebraska was awarded a \$641,901.26 contract on March 23, 2021, via Resolution No. 2021-62, for the 2021 Asphalt Resurfacing Project No. 2021-AC-1.

This year's work involves asphalt resurfacing on the following City streets.

**Section #1**– Anna Street; Grant Street to Adam Street

**Section #2**– Adams Street; Hedde Street to Phoenix Avenue

**Section #3**– Harrison Street; Stolley Park Road to Anna Street

**Section #4**– Bismark Road; Stuhr Road to Shady Bend Road

**Section #5**– Eagle Scout Park; Parking Lot and Driveways

**Section #6**– Ryder Park (West Lot) Parking Lot and Driveways

The Park Department is funding Sections 5 and 6 from the Food and Beverage tax.

## **Discussion**

Coordination is necessary for sections near railroad crossings, which has required more time than originally planned for. Additional manholes on Anna Street need to be adjusted to grade and the Ryder Park driveway needs to be reconstructed. A time extension is being requested from September 10, 2021 to December 1, 2021.

The cost associated with Change Order No. 1 is \$15,320.00, resulting in a revised contract agreement amount of \$657,221.26.

### **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 in the amount of \$15,320.00 for the 2021 Asphalt Resurfacing Project No. 2021-AC-1 with Gary Smith Construction Co., Inc. of Grand Island, Nebraska.

### **Sample Motion**

Move to approve the resolution.



### CHANGE ORDER NO. 1

**PROJECT:** 2021 Asphalt Resurfacing Project No. 2021-AC-1  
**CONTRACTOR:** Gary Smith Construction Co., Inc.  
**AMOUNT OF CONTRACT:** \$641,901.26  
**CONTRACT DATE:** March 25, 2021

Coordination is necessary for sections near railroad crossings, which has required more time than originally planned for. Additional manholes on Anna Street need to be adjusted to grade and the Ryder Park driveway needs to be reconstructed.

Item No.	Description	Quantity	Unit	Unit Price	Total Price
<b>Change Order No. 1</b>					
CO1-1	Mobilization	1.00	LS	\$3,000.00	\$3,000.00
CO1-2	S.P.R. Patching	61.00	TNS	\$120.00	\$7,320.00
CO1-3	Tack Oil	50.00	GAL	\$2.00	\$ 100.00
CO1-4	Remove 12 Inch Bad Base & Replace with 6" Crushed Concrete	1.00	LS	\$4,900	\$4,900.00
<b>Change Order No. 1 Total =</b>					<b>\$15,320.00</b>

Contract Price Prior to this Change Order.....	\$641,901.26
Net Increase Resulting from this Change Order.....	\$ 15,320.00
Revised Contract Price Including this Change Order.....	\$657,221.26

Notice to Proceed Date .....	March 29, 2021
Original Completion Date .....	September 10, 2021
First Revised Completion Date .....	December 1, 2021

#### The Above Change Order Accepted:

Gary Smith Construction Co., Inc.

By \_\_\_\_\_ Date \_\_\_\_\_

#### Approval Recommended:

By \_\_\_\_\_ Date \_\_\_\_\_  
John Collins PE, Public Works Director/City Engineer

#### Approved for the City of Grand Island, Nebraska

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

Attest \_\_\_\_\_  
City Clerk

RESOLUTION 2021-251

WHEREAS, on March 23, 2021, via Resolution No.2021-62, the City of Grand Island awarded Gary Smith Construction Co., Inc. of Grand Island, Nebraska the bid in the amount of \$641,901.26 for Asphalt Resurfacing Project No. 2021-AC-1; and

WHEREAS, it has been determined that additional time and reconstruction of the Ryder Park driveway is necessary to complete such project; and

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, the cost associated with Change Order No. 1 is \$15,320.00, resulting in a revised contract agreement amount of \$657,221.26; and

WHEREAS, the project completion date will be extended from September 10, 2021 to December 1, 2021.

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, in the amount of \$15,320.00, between the City of Grand Island and Gary Smith Construction Co., Inc. of Grand Island, Nebraska to provide the modifications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 28, 2021.

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

Attest:

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

Approved as to Form	☐ _____
September 24, 2021	☐ City Attorney



# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item G-19

**#2021-252 - Approving Agreement for the Grand Island Area  
Metropolitan Planning Organization (GIAMPO) Transit  
Development Plan**

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

# **Council Agenda Memo**

**From:** Andy Gomez, MPO Program Manager

**Meeting:** September 28, 2021

**Subject:** Approving Agreement for the Grand Island Area Metropolitan Planning Organization (GIAMPO) Transit Development Plan

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

## **Background**

Federal law requires that an MPO establish and maintain a continuing, comprehensive transportation planning process in cooperation with state and local governments in urban areas of over 50,000 population. There are federal-aid planning funds available to provide pro-rata reimbursement to an MPO for its eligible planning activities.

On June 1, 2021 the MPO staff of the Public Works Department advertised for consulting services for a Transit Development Plan for the City of Grand Island, with thirty-four (34) potential respondents.

All agreement must be approved by the City Council.

## **Discussion**

Two (2) engineering firms submitted qualifications for the services related to the Transit Development Plan. HDR Engineering, Inc. of Omaha, Nebraska was selected as the top engineering firm based on the pre-approved selection criteria.

- Project understanding and approach - 35%
- Firm experience and qualifications on similar work - 35%
- Clarify of qualifications submittal, technical soundness, and enhancements to general scope of work outlined in this Request for Qualifications - 10%
- Past performance on contracts with government agencies - 10%
- Capacity to accomplish the work in the required time - 10%

Compensation for HDR, Inc.'s engineering services will be provided on a time and expense basis not to exceed \$174,505.27. This plan will be funded by the Federal Transit

Administration, with both MPO (5305 at \$25,000.00) and Transit (5307 at \$150,000.00) funds.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the agreement with HDR, Inc. of Omaha, Nebraska, in the amount of \$174,505.27.

### **Sample Motion**

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR TRANSIT DEVELOPMENT PLAN**

**RFP DUE DATE:** July 15, 2021 at 4:00 p.m.

**DEPARTMENT:** Public Works

**PUBLICATION DATE:** June 1, 2021

**NO. POTENTIAL BIDDERS:** 34

**PROPOSALS RECEIVED**

**SRF Consulting Group, Inc.**  
Minneapolis, MN

**HDR**  
Grand Island, NE

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

Catrina Delosh, Admin. Asst. Public Works  
Patrick Brown, Finance Director  
Andy Gomez MPO Manager

**P2288**



RESOLUTION 2021-252

WHEREAS, Federal law requires that an MPO establish and maintain a continuing, comprehensive transportation planning process in cooperation with state and local governments in urban areas of over 50,000 population; and

WHEREAS, there are federal-aid planning funds available to provide pro-rata reimbursement to an MPO for its eligible planning activities; and

WHEREAS, on July 15, 2021 two (2) engineering firms submitted qualifications for such services; and

WHEREAS, based on the pre-approved selection criteria HDR, Inc. of Omaha, Nebraska was selected as the top engineering firm: and

WHEREAS, the City of Grand Island and HDR, Inc. of Omaha, Nebraska wish to enter into a Professional Services Agreement to provide transportation planning services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Professional Services Agreement between the City of Grand Island and HDR, Inc. of Omaha, Nebraska for transportation planning in the amount of \$174,505.27 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 28, 2021.

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

Attest:

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

Approved as to Form	☐ _____
September 24, 2021	☐ City Attorney



# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item G-20

**#2021-253 - Approving Certificate of Final Completion for  
Sanitary Sewer District No. 544; Ellington Pointe and Westwood  
Park Subdivisions**

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

# **Council Agenda Memo**

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

**Meeting:** September 28, 2021

**Subject:** Approving Certificate of Final Completion for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions

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

## **Background**

Sanitary Sewer District No. 544 was created by the City Council on January 28, 2020, via Ordinance No. 9755. Legal notice of the creation of the District was published in the *Grand Island Independent* on February 3, 2020.

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$678,366.25 contract for construction of Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions, via Resolution No. 2020-238.

Work commenced on October 19, 2020 and was completed on September 9, 2021.

## **Discussion**

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. Construction was completed with an underrun of \$7,171.67, for a total cost of \$671,194.58. The underrun is a result of savings related to tree removal, seeding, and storm sewer replacement. Additional project costs are shown below.

### ***ADDITIONAL COSTS***

Alfred Benesch & Company	Preliminary & Construction Engineering	\$145,264.75
City of GI Public Works	Engineering Services	\$ 32,353.54
Hall Co. Register of Deeds	Filing Fees	\$ 236.00
GI Independent	Advertising	\$ 173.61
Tilley Sprinkler Systems, Inc.	Restoration	\$ 1,112.58
56 Land & Cattle Co, LLC	Easement	\$ 1,700.00
Allan J Thomson	Easement	\$ 6,450.00
Andrew J Eiler	Easement	\$ 3,136.00

Brenda M Carlson	Easement	\$ 8,502.00
Darwin O Barnes	Easement	\$ 5,174.00
Debra L Caley	Easement	\$ 3,876.00
Dee Ann Shriner	Easement	\$ 9,691.00
Glenn L Grubbs	Easement	\$ 10,733.00
Jacqueline M Nordstrom	Easement	\$ 4,028.00
John C Lilly	Easement	\$ 2,949.00
Khambong Keophalychanh	Easement	\$ 8,395.50
Leland R Davis	Easement	\$ 2,055.00
Leroy W Wood	Easement	\$ 750.00
Michael J Hoffman	Easement	\$ 3,000.00
Mindi Hoback	Easement	\$ 2,444.00
Robert J Pavelka	Easement	\$ 4,648.00
Scott E Madison	Easement	\$ 2,821.00
Scott L Dubbs	Easement	\$ 2,494.00
Timothy M Wojtalewicz	Easement	\$ 3,073.00
Trent Huff	Easement	\$ 8,477.00
Wade E Williby	Easement	\$ 1,595.00

**Subtotal Additional District Costs = \$275,131.98**

Total project cost is \$946,326.56, all of which is assessable and will be presented to the Board of Equalization on October 26, 2021.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the Certificate of Final Completion for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions and set the Board of Equalization date of October 26, 2021.

### **Sample Motion**

Move to approve the Certificate of Final Completion for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions and set the Board of Equalization date of October 26, 2021.

**ENGINEER'S CERTIFICATE OF FINAL COMPLETION**

Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions  
CITY OF GRAND ISLAND, NEBRASKA  
September 28, 2021

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

This is to certify that Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions has been fully completed by The Diamond Engineering Company of Grand Island, Nebraska under the contract dated September 23, 2020. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

**Bid Section "A"- Sanitary Sewer**

Item No.	Description	Bid Price	Final Qty	Unit	Total Price
1	MOBILIZATION	\$7,850.00	1.00	LS	\$ 7,850.00
2	TRAFFIC CONTROL	\$4,220.00	1.00	LF	\$ 4,220.00
3	8" P.V.C. SDR 35 SANITARY SEWER PIPE (UNDEVELOPED AREA)	\$26.50	2,688.00	LF	\$ 71,232.00
4	8" P.V.C. SDR 35 SANITARY SEWER PIPE (DEVELOPED AREA)	\$38.25	1,576.00	LF	\$ 60,282.00
5	TAP EXISTING 4' DIA. MANHOLE	\$3,285.00	1.00	EA	\$ 3,285.00
6	4' DIA. SANITARY SEWER MANHOLE	\$3,770.00	16.00	LF	\$ 60,320.00
7	4' DIA. OUTSIDE DROP SANITARY SEWER MANHOLE	\$8,115.00	3.00	LF	\$ 24,345.00
8	ADDITIONAL MANHOLE DEPTH	\$340.00	128.60	EA	\$ 43,724.00
9	8" P.V.C. CAP	\$115.00	2.00	EA	\$ 230.00
10	8" X 4" SERVICE TEE	\$125.00	60.00	LF	\$ 7,500.00
11	8" X 4" SERVICE WYE	\$125.00	3.00	EA	\$ 375.00
12	4" SERVICE LINE	\$22.90	1,700.00	EA	\$ 38,930.00
13	4" CAP	\$40.00	63.00	EA	\$ 2,520.00
14	DEWATERING	\$67.40	4,248.00	EA	\$286,315.20

*Bid Section "A" Total= \$611,128.20*

**Bid Section "B"- Site Restoration**

Item No.	Description	Bid Price	Final Qty	Unit	Total Price
1	REMOVE EXISTING PAVEMENT	\$7.60	693.00	LS	\$ 5,266.80
2	REMOVE AND REPLACE P.C.C. SIDEWALK	\$7.00	735.00	LF	\$ 5,145.00
3	BUILD 6" P.C.C. PAVEMENT	\$55.00	693.00	LF	\$ 38,115.00
4	SEEDING	\$3,500.00	0.12	LF	\$ 420.00
5	TREE REMOVAL	\$528.00	17.00	EA	\$ 8,976.00
6	SHRUB REMOVAL	\$68.00	26.56	LF	\$ 1,806.08
7	REMOVE AND REPLACE STORM SEWER PIPE	\$40.00	0.00	LF	\$ 0.00
8	REMOVE, RELOCATE, AND RESET MAILBOX	\$67.50	5.00	EA	\$ 337.50

*Bid Section "B" Total= \$60,066.38*

**Total Construction Cost= \$671,194.58**

**Additional Costs:**

Alfred Benesch & Company	Preliminary & Construction Engineering	\$145,264.75
City of GI Public Works	Engineering Services	\$ 32,353.54
Hall Co. Register of Deeds	Filing Fees	\$ 236.00
GI Independent	Advertising	\$ 173.61
Tilley Sprinkler Systems, Inc.	Restoration	\$ 1,112.58
56 Land & Cattle Co, LLC	Easement	\$ 1,700.00
Allan J Thomson	Easement	\$ 6,450.00
Andrew J Eiler	Easement	\$ 3,136.00
Brenda M Carlson	Easement	\$ 8,502.00
Darwin O Barnes	Easement	\$ 5,174.00
Debra L Caley	Easement	\$ 3,876.00
Dee Ann Shriner	Easement	\$ 9,691.00
Glenn L Grubbs	Easement	\$ 10,733.00
Jacqueline M Nordstrom	Easement	\$ 4,028.00
John C Lilly	Easement	\$ 2,949.00
Khambong Keophalychanh	Easement	\$ 8,395.50
Leland R Davis	Easement	\$ 2,055.00
Leroy W Wood	Easement	\$ 750.00
Michael J Hoffman	Easement	\$ 3,000.00
Mindi Hoback	Easement	\$ 2,444.00
Robert J Pavelka	Easement	\$ 4,648.00
Scott E Madison	Easement	\$ 2,821.00
Scott L Dubbs	Easement	\$ 2,494.00
Timothy M Wojtalewicz	Easement	\$ 3,073.00
Trent Huff	Easement	\$ 8,477.00
Wade E Williby	Easement	\$ 1,595.00

**Additional Costs = \$ 275,131.98**

<b>Grand Total =</b>	<b>\$ 946,326.56</b>
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I hereby recommend that the Engineer's Certificate of Final Completion for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions be approved.

\_\_\_\_\_  
John Collins – City Engineer/Public Works Director

\_\_\_\_\_  
Roger G. Steele – Mayor

## RESOLUTION 2021-253

WHEREAS, the City Engineering/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions certifying that The Diamond Engineering Company of Grand Island, Nebraska, under contract, has completed such project for the total construction amount of \$671,194.58; and

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

WHEREAS, additional project costs equate to \$275,131.98, as shown

### ***ADDITIONAL COSTS***

Alfred Benesch & Company	Preliminary & Construction Engineering	\$145,264.75
City of GI Public Works	Engineering Services	\$ 32,353.54
Hall Co. Register of Deeds	Filing Fees	\$ 236.00
GI Independent	Advertising	\$ 173.61
Tilley Sprinkler Systems, Inc.	Restoration	\$ 1,112.58
56 Land & Cattle Co, LLC	Easement	\$ 1,700.00
Allan J Thomson	Easement	\$ 6,450.00
Andrew J Eiler	Easement	\$ 3,136.00
Brenda M Carlson	Easement	\$ 8,502.00
Darwin O Barnes	Easement	\$ 5,174.00
Debra L Caley	Easement	\$ 3,876.00
Dee Ann Shriner	Easement	\$ 9,691.00
Glenn L Grubbs	Easement	\$ 10,733.00
Jacqueline M Nordstrom	Easement	\$ 4,028.00
John C Lilly	Easement	\$ 2,949.00
Khambong Keophalychanh	Easement	\$ 8,395.50
Leland R Davis	Easement	\$ 2,055.00
Leroy W Wood	Easement	\$ 750.00
Michael J Hoffman	Easement	\$ 3,000.00
Mindi Hoback	Easement	\$ 2,444.00
Robert J Pavelka	Easement	\$ 4,648.00
Scott E Madison	Easement	\$ 2,821.00
Scott L Dubbs	Easement	\$ 2,494.00
Timothy M Wojtalewicz	Easement	\$ 3,073.00
Trent Huff	Easement	\$ 8,477.00
Wade E Williby	Easement	\$ 1,595.00

**Subtotal Additional District Costs = \$275,131.98**

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

Approved as to Form	<input type="checkbox"/>	_____
September 24, 2021	<input type="checkbox"/>	City Attorney

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

1. The Certificate of Final Completion for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions, in the amount of \$946,326.56 is hereby confirmed.
2. The City Council will sit as a Board of Equalization on October 26, 2021 to determine benefits and set assessments for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 28, 2021.

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Roger G. Steele, Mayor

Attest:

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RaNae Edwards, City Clerk





# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item G-21

**#2021-254 - Approving Change Order No. 1 for Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation; Project No. 2017-WWTP-2**

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

# **Council Agenda Memo**

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

**Meeting:** September 28, 2021

**Subject:** Approving Change Order No. 1 for Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation; Project No. 2017-WWTP-2

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

## **Background**

Sampson Construction Co., Inc. of Lincoln, Nebraska was awarded a \$3,454,000.00 contract on April 14, 2020, via Resolution No. 2020-95, for Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation; Project No. 2017-WWTP-2.

## **Discussion**

Change Order No. 1 for Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation; Project No. 2017-WWTP-2 is being requested to address several revisions to the project, which are detailed below.

Item No.	Item/Description of Changes	Total Cost
CO1-1	Interior Door Material	\$(22,579.00)
CO1-2	Additional Electrical Conduits	\$3,743.00
CO1-3	Distribution Panel Board 02H1	\$1,157.00
CO1-4	Door 177, 118, 133B Hardware Revisions	\$3,762.00
CO1-5	RTU- UV Lights	\$3,421.00
CO1-6	Mechanical/Plumbing Changes for Incubator	\$(1,767.00)
CO1-7	Dishwasher Receptacle Change	\$2,507.00
CO1-8	Owner Requested Furnishing Changes	\$(5,412.00)
CO1-9	Modified Coating Requirements	\$(2,061.00)
CO1-10	Additional Receptacle in Mechanical Room 128	\$660.00
CO1-11	Additional VOIP/Data and Receptacles	\$5,277.00
CO1-12	Water Softener Piping	\$2,162.00
CO1-13	Locker Room Solid Surface Bench Tops	\$1,222.00
CO1-14	Bulkhead at Canopy Hood in Lab	\$836.00

CO1-15	Telephone Cable	\$3,830.00
CO1-16	West Canopy Lights	\$1,536.00
CO1-17	Existing Duct Wall Openings	\$1,090.00
CO1-18	Exterior Window in Room 102	\$678.00
CO1-19	Relocated Door at Room 102	\$719.00
CO1-20	Roof Hydrant	\$3,337.00

Total Cost of Change Order No. 1= \$4,118.00

The cost associated with Change Order No. 1 is a total of \$4,118.00, resulting in a revised contract amount of \$3,458,118.00.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve Change Order No. 1 for Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation; Project No. 2017-WWTP-2 with Sampson Construction Co., Inc. of Lincoln, Nebraska.

### **Sample Motion**

Move to approve the resolution.

RESOLUTION 2021-254

WHEREAS, on April 14, 2021, via Resolution No.2020-95, the City of Grand Island awarded Sampson Construction Co., Inc. of Lincoln, Nebraska the bid in the amount of \$3,454,000.00 for Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation; Project No. 2017-WWTP-2; and

WHEREAS, it has been determined that modifications are necessary to complete such project; and

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, the cost associated with such change order is \$4,118.00, resulting in a revised contract amount of \$3,458,118.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1, at a cost of \$4,118.00, between the City of Grand Island and Sampson Construction Co., Inc. of Lincoln, Nebraska to provide the modifications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 28, 2021.

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

Attest:

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

Approved as to Form	☐ _____
September 24, 2021	☐ City Attorney



# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item G-22

**#2021-255 - Approving Certificate of Final Completion for Mastic Surface Treatment; Project No. 2021-MST-1**

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

# **Council Agenda Memo**

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

**Meeting:** September 28, 2021

**Subject:** Approving Certificate of Final Completion for Mastic Surface Treatment; Project No. 2021-MST-1

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

## **Background**

Hall Brothers, Inc. of Marysville, Kansas was awarded a \$153,604.28 contract by the City Council on May 25, 2021, via Resolution No. 2021-119, for the Mastic Surface Treatment; Project No. 2021-MST-1. This year's work involved treatment on:

**Section #1-** Webb Road; Capital Avenue to US Highway 281

**Section #2-** Webb Road; 2<sup>nd</sup> Street to Island Circle

**Section #3-** Webb Road; Woodridge Boulevard to Stolley Park Road

**Section #4-** Capital Avenue; Locust Street to Sky Park Road

**Section #5-** 2<sup>nd</sup> Street; Clark Street to Plum Street

**Section #6-** 1<sup>st</sup> Street; Sycamore Street to Plum Street

## **Discussion**

The project was completed in accordance with the terms, conditions and stipulations of the contract, plans and specifications. Construction was completed at a total cost of \$136,474.36, resulting in an underrun of \$17,129.92. The project underrun was due to reduction in the scope of work. The parking lanes on 1<sup>st</sup> Street and 2<sup>nd</sup> Street, as well as Section No. 2 were removed from the project.

Additional project costs (detailed below) totaled \$11,244.96 for a final project cost of \$147,719.32.

Additional Project Costs-

Grand Island Independent- Advertising	\$ 117.43
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City of Grand Island Public Works Engineering Services	\$ 11,127.53
<b>Additional Project Costs</b>	<b>\$ 11,244.96</b>

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the Certificate of Final Completion for Mastic Surface Treatment; Project No. 2021-MST-1.

### **Sample Motion**

Move to approve the Certificate of Final Completion for Mastic Surface Treatment; Project No. 2021-MST-1.

## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Mastic Surface Treatment; Project No. 2021-MST-1  
CITY OF GRAND ISLAND, NEBRASKA  
September 28, 2021

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

This is to certify that Mastic Surface Treatment; Project No. 2021-MST-1 has been fully completed by Hall Brothers, Inc. of Marysville, Kansas under the contract dated June 3, 2021. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

### **BID SECTION 1- WEBB ROAD; CAPITAL AVENUE TO US HIGHWAY 281**

Item No.	Description	Unit Price	Qty	Unit	Total Cost
1	MOBILIZATION	\$4,600.00	1.00	LS	\$ 4,600.00
2	MASTIC SURFACE TREATMENT	\$ 1.57	13,507.00	SY	\$ 21,205.99
3	TEMPORARY SIGN DAY	\$ 3.40	25.00	DAY	\$ 85.00
4	BARRICADE, TYPE II	\$ 1.00	27.00	BDAY	\$ 27.00
5	BARRICADE, TYPE III	\$ 1.85	0.00	BDAY	\$ -
6	TEMPORARY RAISED LANE MARKERS- YELLOW	\$ 0.80	106.00	EACH	\$ 84.80
7	FLAGGING	\$ 355.00	6.00	DAY	\$ 2,130.00
8	PILOT VEHICLE	\$ 682.00	2.00	DAY	\$ 1,364.00

*Bid Section 1 Total= \$29,496.79*

### **Bid Section 2- Webb Road; 2<sup>nd</sup> Street to Island Circle**

Item No.	Description	Unit Price	Qty	Unit	Total Cost
1	MOBILIZATION	\$ 1,840.00	0.00	LS	\$ -
2	MASTIC SURFACE TREATMENT	\$ 1.49	0.00	SY	\$ -
3	TEMPORARY SIGN DAY	\$ 3.40	0.00	DAY	\$ -
4	BARRICADE, TYPE II	\$ 1.00	0.00	BDAY	\$ -
5	BARRICADE, TYPE III	\$ 1.85	0.00	BDAY	\$ -
6	TEMPORARY RAISED LANE MARKERS- YELLOW	\$ 0.80	0.00	EACH	\$ -
7	TEMPORARY RAISED LANE MARKERS- WHITE	\$ 0.80	0.00	EACH	\$ -
8	FLAGGING	\$ 355.00	0.00	DAY	\$ -
9	PILOT VEHICLE	\$ 682.00	0.00	DAY	\$ -

*Bid Section 2 Total= \$0.00*

### **Bid Section 3- Webb Road; Woodridge Boulevard to Stolley Park Road**

Item No.	Description	Unit Price	Qty	Unit	Total Cost
1	MOBILIZATION	\$ 1,870.00	1.00	LS	\$ 1,870.00
2	MASTIC SURFACE TREATMENT	\$ 1.49	5,071.00	SY	\$ 7,555.79
3	TEMPORARY SIGN DAY	\$ 3.40	23.00	DAY	\$ 78.20
4	BARRICADE, TYPE II	\$ 1.00	27.00	BDAY	\$ 27.00



5	BARRICADE, TYPE III	\$ 1.85	1.00	BDAY	\$ 1.85
6	TEMPORARY RAISED LANE MARKERS- YELLOW	\$ 0.80	42.00	EACH	\$ 33.60
7	TEMPORARY RAISED LANE MARKERS- WHITE	\$ 0.80	1.00	EACH	\$ 0.80
8	FLAGGING	\$ 355.00	5.00	DAY	\$ 1,775.00
9	PILOT VEHICLE	\$ 682.00	1.00	DAY	\$ 682.00

*Bid Section 3 Total= \$12,024.24*

**Bid Section 4- Capital Avenue; Locust Street to Sky Park Road**

Item No.	Description	Unit Price	Qty	Unit	Total Cost
1	MOBILIZATION	\$ 5,060.00	1.00	LS	\$ 5,060.00
2	MASTIC SURFACE TREATMENT	\$ 1.39	25,865.00	SY	\$ 35,952.35
3	TEMPORARY SIGN DAY	\$ 3.40	40.00	DAY	\$ 136.00
4	BARRICADE, TYPE II	\$ 1.00	0.00	BDAY	\$ -
5	BARRICADE, TYPE III	\$ 1.85	0.00	BDAY	\$ -
6	TEMPORARY RAISED LANE MARKERS- YELLOW	\$ 0.80	147.00	EACH	\$ 117.60
7	FLAGGING	\$ 355.00	6.00	DAY	\$ 2,130.00
8	PILOT VEHICLE	\$ 682.00	2.00	DAY	\$ 1,364.00

Bid Section 4 Total= \$44,759.95

**Bid Section 5- 2<sup>nd</sup> Street; Clark Street to Plum Street**

Item No.	Description	Unit Price	Qty	Unit	Total Cost
1	MOBILIZATION	\$ 6,800.00	1.00	LS	\$ 6,800.00
2	MASTIC SURFACE TREATMENT	\$ 1.49	19,315.00	SY	\$ 28,779.35
3	TEMPORARY SIGN DAY	\$ 3.40	44.00	DAY	\$ 149.60
4	BARRICADE, TYPE II	\$ 1.00	165.00	BDAY	\$ 165.00
5	BARRICADE, TYPE III	\$ 1.85	39.00	BDAY	\$ 72.15
6	TEMPORARY RAISED LANE MARKERS- WHITE	\$ 0.80	153.00	EACH	\$ 122.40
7	FLAGGING	\$ 390.00	5.00	DAY	\$ 1,950.00

Bid Section 5 Total= \$38,038.50

**Bid Section 6- 1<sup>st</sup> Street; Sycamore Street to Plum Street**

Item No.	Description	Unit Price	Qty	Unit	Total Cost
1	MOBILIZATION	\$ 2,830.00	1.00	LS	\$ 2,830.00
2	MASTIC SURFACE TREATMENT	\$ 1.81	4,228.00	SY	\$ 7,652.68
3	TEMPORARY SIGN DAY	\$ 3.40	10.00	DAY	\$ 34.00
4	BARRICADE, TYPE II	\$ 1.00	45.00	BDAY	\$ 45.00
5	BARRICADE, TYPE III	\$ 1.85	8.00	BDAY	\$ 14.80
6	TEMPORARY RAISED LANE MARKERS- WHITE	\$ 0.80	23.00	EACH	\$ 18.40
7	FLAGGING	\$ 390.00	4.00	DAY	\$ 1,560.00

Bid Section 6 Total= \$12,154.88

***GRAND TOTAL CONSTRUCTION COST= \$136,474.36***

Additional Project Costs-

Grand Island Independent- Advertising	\$ 117.43
City of Grand Island Public Works Engineering Services	\$ 11,127.53
<b>Additional Project Costs</b>	<b>\$ 11,244.96</b>

***Asphalt Resurfacing Project No. 2020-AC-1 Project Total = \$147,719.32***

I hereby recommend that the Engineer's Certificate of Final Completion for Mastic Surface Treatment; Project No. 2021-MST-1 be approved.

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John Collins, PE - City Engineer/Public Works Director

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Roger G. Steele – Mayor

RESOLUTION 2021-255

WHEREAS, the City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for Mastic Surface Treatment; Project No. 2021-MST-1, certifying that Hall Brothers, Inc. of Marysville, Kansas, under contract, has completed the treatment in the total amount of \$136,474.36; and

WHEREAS, additional project costs equate to \$11,244.96, as detailed below, resulting in a total project cost of \$147,719.32; and

Grand Island Independent- Advertising	\$ 117.43
City of Grand Island Public Works Engineering Services	\$ 11,127.53
<b>Additional Project Costs</b>	<b>\$ 11,244.96</b>

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion, for Mastic Surface Treatment; Project No. 2021-MST-1, in the total amount of \$147,719.32, is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 28, 2021.

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

Attest:

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

Approved as to Form	☐ _____
September 24, 2021	☐ City Attorney



# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item G-23

**#2021-256 - Approving Certificate of Final Completion for Capital Avenue Drainage Improvements- North Road to Moores Creek; Project No. 2020-D-2**

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

# **Council Agenda Memo**

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

**Meeting:** September 28, 2021

**Subject:** Approving Certificate of Final Completion for Capital Avenue Drainage Improvements- North Road to Moores Creek; Project No. 2020-D-2

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

## **Background**

Van Kirk Sand and Gravel, Inc. d/b/a Van Kirk Bros. Contracting of Sutton, Nebraska was awarded a \$215,348.70 contract by the City Council on November 24, 2020, via Resolution No. 2020-313, for the Capital Avenue Drainage Improvements- North Road to Moores Creek; Project No. 2020-D-2.

This project will built a portion of drainage associated with the Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1. It also allows for better drainage from the North Road improvement project and future paving & drainage improvements west of North Road.

## **Discussion**

The project was completed in accordance with the terms, conditions and stipulations of the contract, plans and specifications. Construction was completed at a total cost of \$215,813.70, resulting in an overrun of \$465.00. The project overrun was due to additional silt fence used for erosion control protection.

Additional project costs (detailed below) totaled \$99,139.09 for a final project cost of \$314,952.79.

### **Additional Project Costs-**

Grand Island Independent- Advertising	\$ 113.14
City of Grand Island Public Works Engineering Services	\$ 4,460.75
Hall County Register of Deeds- Filing	\$ 52.00
Grand Island Wastewater Division- Storm Sewer Televising	\$ 213.20
Robin R Irvine- Easements	\$ 47,150.00
Pamela S Irvine- Easements	\$ 47,150.00
<b>Additional Project Costs</b>	<b>\$99,139.09</b>

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the Certificate of Final Completion for Capital Avenue Drainage Improvements- North Road to Moores Creek; Project No. 2020-D-2.

## **Sample Motion**

Move to approve the Certificate of Final Completion for Capital Avenue Drainage Improvements- North Road to Moores Creek; Project No. 2020-D-2.

## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Capital Avenue Drainage Improvements- North Road to Moores Creek; Project No. 2020-D-2  
CITY OF GRAND ISLAND, NEBRASKA  
September 28, 2021

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

This is to certify that Capital Avenue Drainage Improvements- North Road to Moores Creek; Project No. 2020-D-2 has been fully completed by Van Kirk Sand and Gravel, Inc. d/b/a Van Kirk Bros. Contracting of Sutton, Nebraska under the contract dated December 15, 2020. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

### **BASE BID SECTION-**

Item No.	Description	Unit Price	Qty	Unit	Total Cost
1	MOBILIZATION	\$18,400.00	1.00	LS	\$ 18,400.00
2	48" REINFORCED CONCRETE STORM SEWER PIPE	\$ 160.00	182.00	LF	\$ 29,120.00
3	15" REINFORCED CONCRETE STORM SEWER PIPE	\$ 74.00	11.00	LF	\$ 814.00
4	24" CORRUGATED METAL STORM SEWER PIPE	\$ 42.00	19.00	LF	\$ 798.00
5	STORM SEWER MANHOLE	\$ 5,100.00	1.00	EA	\$ 5,100.00
6	48" REINFORCED CONCRETE FLARED END SECTION	\$ 2,180.00	2.00	EA	\$ 4,360.00
7	BUILD OUTLET STRUCTURE	\$25,605.00	1.00	LS	\$ 25,605.00
8	REMOVE AND RECONSTRUCT CONCRETE FLUME	\$ 1,500.00	1.00	LS	\$ 1,500.00
9	INSTALL SALVAGED 28" REINFORCED CONCRETE FLARED END SECTION	\$ 500.00	1.00	EA	\$ 500.00
10	CONCRETE COLLAR	\$ 500.00	0.00	EA	\$ -
11	CONCRETE STORM SEWER PLUG	\$ 218.00	1.00	EA	\$ 218.00
12	STORM SEWER CONNECTION	\$ 300.00	1.00	EA	\$ 300.00
13	REMOVE AND SALVAGE FLARED END SECTION	\$ 300.00	1.00	EA	\$ 300.00
14	REMOVE STORM SEWER PIPE	\$ 10.00	36.00	LF	\$ 360.00
15	CRUSHED ROCK SURFACING	\$ 47.00	36.10	TONS	\$ 1,696.70
16	FOUNDATION COURSE- STRUCTURES	\$ 60.00	66.00	TONS	\$ 3,960.00
17	SEEDING	\$ 1,320.00	6.29	ACRE	\$ 8,302.80
18	EROSION CONTROL MAT, CLASS 1D	\$ 1.80	9,619.00	SY	\$ 17,314.20
19	SILT FENCE	\$ 5.00	213.00	LF	\$ 1,065.00
20	GENERAL CLEARING AND GRUBBING	\$32,000.00	1.00	LS	\$ 32,000.00
21	DEWATERING	\$ 2,000.00	1.00	LS	\$ 2,000.00
22	EARTHWORK	\$62,100.00	1.00	LS	\$ 62,100.00

***GRAND TOTAL CONSTRUCTION COST= \$215,813.70***

Additional Project Costs-

Grand Island Independent- Advertising	\$ 113.14
City of Grand Island Public Works Engineering Services	\$ 4,460.75
Hall County Register of Deeds- Filing	\$ 52.00
Grand Island Wastewater Division- Storm Sewer Televising	\$ 213.20
Robin R Irvine- Easements	\$ 47,150.00
Pamela S Irvine- Easements	\$ 47,150.00
<b>Additional Project Costs</b>	<b>\$ 99,139.09</b>

***Capital Avenue Drainage Improvements- North Road to Moores Creek;  
Project No. 2020-D-2 Project Total = \$314,952.79***

I hereby recommend that the Engineer's Certificate of Final Completion for Capital Avenue Drainage Improvements- North Road to Moores Creek; Project No. 2020-D-2 be approved.

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John Collins, PE - City Engineer/Public Works Director

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Roger G. Steele – Mayor



## RESOLUTION 2021-256

WHEREAS, the City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for Capital Avenue Drainage Improvements- North Road to Moores Creek; Project No. 2020-D-2, certifying that Van Kirk Sand and Gravel, Inc. d/b/a Van Kirk Bros. Contracting of Sutton, Nebraska, under contract, has completed the treatment in the total amount of \$215,813.70; and

WHEREAS, additional project costs equate to \$99,139.09, as detailed below, resulting in a total project cost of \$314,952.79; and

**Additional Project Costs:**

Grand Island Independent- Advertising	\$ 113.14
City of Grand Island Public Works Engineering Services	\$ 4,460.75
Hall County Register of Deeds- Filing	\$ 52.00
Grand Island Wastewater Division- Storm Sewer Televising	\$ 213.20
Robin R Irvine- Easements	\$ 47,150.00
Pamela S Irvine- Easements	\$ 47,150.00
<b>Additional Project Costs</b>	<b>\$99,139.09</b>

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion, for Capital Avenue Drainage Improvements- North Road to Moores Creek; Project No. 2020-D-2, in the total amount of \$314,952.79, is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 28, 2021.

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

Attest:

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

Approved as to Form	☐ _____
September 24, 2021	☐ City Attorney



# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item G-24

**#2021-257 - Approving Certificate of Final Completion for Curb Ramp Project No. 2021-CR-1**

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

# **Council Agenda Memo**

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

**Meeting:** September 28, 2021

**Subject:** Approving Certificate of Final Completion for Curb Ramp Project No. 2021-CR-1

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

## **Background**

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$121,749.55 contract for Curb Ramp Project No. 2021-CR-1 on April 27, 2021. The attached map shows the locations for this work.

Work commenced on May 17, 2021 and was completed on September 3, 2021.

The project plans were prepared with estimated quantities at each curb ramp area. Any required changes are made in the field as the project is being built, dependent on the condition of the sidewalks and curb & gutter.

## **Discussion**

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. Construction of Curb Ramp Project No. 2021-CR-1 was completed with an overrun of \$1,260.07, for a total cost of \$123,009.62. The overrun was due to field adjustments of the construction limits, which resulted in additional removal and replacement of concrete items.

Additional project costs consist of:

Public Works Engineering	Staff	\$	43,460.40
Grand Island Independent	Advertising	\$	116.45
<b>Other Project Costs Total =</b>		<b>\$</b>	<b>43,576.85</b>

Total project cost equates to \$166,586.47.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the Certificate of Final Completion for Curb Ramp Project No. 2021-CR-1.

## **Sample Motion**

Move to approve the resolution.

## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Curb Ramp Project No. 2021-CR-1  
CITY OF GRAND ISLAND, NEBRASKA  
September 28, 2021

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

This is to certify that Curb Ramp Project No. 2021-CR-1 has been fully completed by The Diamond Engineering Company of Grand Island, Nebraska under the contract dated May 6, 2021. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

### **Curb Ramp Project No. 2021-CR-1**

#### **Bid Section "A"- Base Bid**

Item No.	Description	Bid Price	Qty	Unit	Total Price
1	MOBILIZATION	\$ 573.16	1.00	LS	\$ 573.16
2	REMOVE WALK	\$ 1.26	3,209.77	SF	\$ 4,044.31
3	REMOVE BRICK WALK	\$ 1.57	343.49	SF	\$ 539.28
4	REMOVE PAVEMENT	\$ 12.07	326.91	SY	\$ 3,945.80
5	SAW CUT	\$ 3.50	1,125.06	LF	\$ 3,937.71
6	BUILD WALK	\$ 6.02	4,020.53	SF	\$ 24,203.59
7	BUILD WALK WITH CURB	\$ 7.41	165.16	SF	\$ 1,223.84
8	BUILD 6" PCC PAVEMENT	\$ 63.33	326.91	SY	\$ 20,703.21
9	BUILD CURB	\$ 5.29	719.80	LF	\$ 3,807.74
10	BUILD VERTICAL CURB	\$ 25.10	83.54	LF	\$ 2,096.85
11	ADJUST MANHOLE TO GRADE	\$ 601.82	3.00	EA	\$ 1,805.46
12	REMOVE TREE	\$ 659.13	1.00	EA	\$ 659.13
13	REMOVE & RESET STREET SIGN/POST	\$ 76.42	1.00	EA	\$ 76.42
14	REMOVE & RESET RAILROAD TIES	\$ 10.51	15.00	LF	\$ 157.65
15	REMOVE CONCRETE FOUNDATION	\$ 13.85	27.10	SY	\$ 375.34
16	SOD AREA	\$ 7.32	344.50	SF	\$ 2,521.74
17	DETECTABLE WARNING PANELS	\$ 23.02	322.00	SF	\$ 7,412.44
18	LANDSCAPING AND SPRINKLER REPAIRS	\$ 525.40	1.00	LS	\$ 525.40
19	TRAFFIC CONTROL	\$ 401.21	1.00	LS	\$ 401.21

*Bid Section "A" Total= \$79,010.28*

#### **Bid Section "B"- Bismark Road & Pine Street**

Item No.	Description	Bid Price	Qty	Unit	Total Price
1	MOBILIZATION	\$ 382.11	1.00	LS	\$ 382.11
2	REMOVE WALK	\$ 1.26	1,039.48	SF	\$ 1,309.74
3	REMOVE PAVEMENT	\$ 12.07	34.50	SY	\$ 416.42
4	SAW CUT	\$ 4.43	218.27	LF	\$ 966.94
5	BUILD WALK	\$ 6.29	1,197.64	SF	\$ 7,533.16

6	BUILD 4" PCC STAMPED WALK	\$ 9.84	69.06	SF	\$ 679.55
7	BUILD 6" PCC PAVEMENT	\$ 67.44	34.50	SY	\$ 2,326.68
8	BUILD CURB	\$ 5.96	149.79	LF	\$ 892.75
9	ADJUST MANHOLE TO GRADE	\$ 601.82	1.00	EA	\$ 601.82
10	SOD AREA	\$ 7.41	44.30	SY	\$ 328.26
11	DETECTABLE WARNING PANELS	\$ 23.02	108.00	SF	\$ 2,486.16
12	LANDSCAPING AND SPRINKLER REPAIRS	\$ 525.40	1.00	LS	\$ 525.40
13	TRAFFIC CONTROL	\$ 401.21	1.00	LS	\$ 401.21

*Bid Section "B" Total= \$18,850.20*

**Bid Section "C"- Bismark Road & Sycamore Street**

Item No.	Description	Bid Price	Qty	Unit	Total Price
1	MOBILIZATION	\$ 382.11	1.00	LS	\$ 382.11
2	REMOVE WALK	\$ 1.26	293.46	SF	\$ 369.76
3	REMOVE PAVEMENT	\$ 12.07	15.83	SY	\$ 191.07
4	SAW CUT	\$ 4.38	97.68	LF	\$ 427.84
5	BUILD WALK	\$ 6.30	440.86	SF	\$ 2,777.42
6	BUILD 6" PCC PAVEMENT	\$ 67.14	15.83	SY	\$ 1,062.83
7	BUILD CURB	\$ 5.94	74.32	LF	\$ 441.46
8	REMOVE & RESET STREET SIGN/POST	\$ 76.42	0.00	EA	\$ -
9	SOD AREA	\$ 7.32	35.08	SY	\$ 256.79
10	DETECTABLE WARNING PANELS	\$ 23.02	48.00	SF	\$ 1,104.96
11	LANDSCAPING AND SPRINKLER REPAIRS	\$ 525.40	1.00	LS	\$ 525.40
12	TRAFFIC CONTROL	\$ 401.21	1.00	LS	\$ 401.21

*Bid Section "C" Total= \$7,940.85*

**Bid Section "D"- Bismark Road & Kimball Avenue**

Item No.	Description	Bid Price	Qty	Unit	Total Price
1	MOBILIZATION	\$ 382.11	1.00	LS	\$ 382.11
2	REMOVE WALK	\$ 1.26	312.46	SF	\$ 393.70
3	REMOVE PAVEMENT	\$ 13.22	17.20	SY	\$ 227.38
4	SAW CUT	\$ 4.53	106.89	LF	\$ 484.21
5	BUILD WALK	\$ 6.34	456.30	SF	\$ 2,892.94
6	BUILD 6" PCC PAVEMENT	\$ 67.33	17.20	SY	\$ 1,158.08
7	BUILD CURB	\$ 6.17	84.37	LF	\$ 520.56
8	REMOVE & RESET STREET SIGN/POST	\$ 76.42	0.00	EA	\$ -
9	SOD AREA	\$ 7.45	30.20	SY	\$ 224.99
10	DETECTABLE WARNING PANELS	\$ 23.02	52.00	SF	\$ 1,197.04
11	LANDSCAPING AND SPRINKLER REPAIRS	\$ 525.40	1.00	LS	\$ 525.40
12	TRAFFIC CONTROL	\$ 401.21	1.00	LS	\$ 401.21

*Bid Section "D" Total= \$8,407.62*

**Bid Section "E"- Bismark Road & Vine Street**

Item No.	Description	Bid Price	Qty	Unit	Total Price
1	MOBILIZATION	\$ 382.11	1.00	LS	\$ 382.11
2	REMOVE WALK	\$ 1.07	426.99	SF	\$ 456.88
3	REMOVE PAVEMENT	\$ 10.36	27.56	SY	\$ 285.52
4	SAW CUT	\$ 4.62	119.27	LF	\$ 551.03
5	BUILD WALK	\$ 6.36	426.99	SF	\$ 2,715.66
6	BUILD 6" PCC PAVEMENT	\$ 67.35	27.56	SY	\$ 1,856.17
7	BUILD CURB	\$ 6.09	94.52	LF	\$ 575.63
8	SOD AREA	\$ 7.45	0.00	SY	\$ -
9	DETECTABLE WARNING PANELS	\$ 23.02	44.00	SF	\$ 1,012.88
10	LANDSCAPING AND SPRINKLER REPAIRS	\$ 525.40	1.00	LS	\$ 525.40
11	TRAFFIC CONTROL	\$ 439.42	1.00	LS	\$ 439.42

*Bid Section "E" Total= \$8,800.70*

**Construction Total Cost = \$123,009.62**

**Additional Project Costs:**

Public Works Engineering	Staff	\$ 43,460.40
Grand Island Independent	Advertising	\$ 116.45
<b>Other Project Costs Total =</b>		<b>\$ 43,576.85</b>

<b>Grand Total =</b>	<b>\$ 166,586.47</b>
----------------------	----------------------

I hereby recommend that the Engineer's Certificate of Final Completion for Curb Ramp Project No. 2021-CR-1 be approved.

\_\_\_\_\_  
John Collins – City Engineer/Public Works Director

\_\_\_\_\_  
Roger G. Steele– Mayor

R E S O L U T I O N    2021-257

WHEREAS, the City Engineering/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for Project No. 2021-CR-1, installation of Curb Ramps, certifying that The Diamond Engineering Company of Grand Island, Nebraska, under contract, has completed the curb ramp installation for the total construction amount of \$123,009.62; and

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

WHEREAS, additional project costs equate to \$43,576.85, as shown.

Public Works Engineering	Staff	\$	43,460.40
Grand Island Independent	Advertising	\$	116.45
Other Project Costs Total =		\$	43,576.85

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Project No. 2021-CR-1, installation of curb ramps, is hereby confirmed, for a total project cost of \$166,586.47.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 28, 2021.

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

Attest:

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

Approved as to Form <input type="checkbox"/> _____ September 24, 2021 <input type="checkbox"/> City Attorney
---





# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item G-25

**#2021-258 - 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**

Staff Contact: Celine Swan

# **Council Agenda Memo**

**From:** Celine Swan, Library Director

**Meeting:** September 28, 2021

**Subject:** Approving Two-Year Interlocal Agreement with Hall County Regarding Library Services to Hall County Residents

**Presenter(s):** Celine Swan, Library Director

## **Background**

A proposed interlocal agreement has been approved by the Grand Island Public Library Board and the Hall County Board of Commissioners regarding library services to Hall County residents. The agreement is for a two-year period commencing October 1, 2021 to September 30, 2022 and October 1, 2022 to September 30, 2023. In consideration for the services provided, the County agreed to pay each year \$27,500.00 to the City as a lump sum amount no later than November 15, 2021, and November 15, 2022. This agreement would provide a continuation of services provided to library users who live in Hall County but outside the municipal boundaries of Grand Island.

## **Discussion**

Negotiations between the City, the Grand Island Public Library Board, and Hall County occurred during August and September 2021. A new interlocal agreement, if approved by the City Council, will continue these services for a two-year period with the County to pay the to the City a lump sum amount of \$27,500.00 for each year commencing October 1, 2021 to September 30, 2022 and October 1, 2022 to September 30, 2023. This amount is the same amount that was paid for the 2020-2021 period with no increase.

## **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 two-year interlocal agreement with Hall County regarding library services to Hall County residents.

### **Sample Motion**

Move to approve the two-year interlocal agreement with Hall County regarding library services to Hall County residents.

**INTERLOCAL COOPERATIVE AGREEMENT**  
**FOR THE GRANTING OF GRAND ISLAND PUBLIC LIBRARY USE AND**  
**PRIVILEGES TO HALL COUNTY RESIDENTS LIVING BEYOND THE**  
**MUNICIPAL BOUNDARIES OF GRAND ISLAND**

**BY AND AMONG**  
**THE COUNTY OF HALL, NEBRASKA,**  
**THE CITY OF GRAND ISLAND, NEBRASKA,**  
**AND**  
**THE GRAND ISLAND PUBLIC LIBRARY BOARD**

THIS AGREEMENT is made and entered into by and among 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,” 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,” and the Grand Island Public Library Board, hereinafter referred to as “Library.”

WITNESSETH:

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 agreements 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, County, City, and Library wish to enter into this Agreement for the purpose of granting library use and privileges and for providing library cards to Hall County residents living beyond the municipal boundaries of Grand Island; and

WHEREAS, Neb. Rev. Stat. § 51-208 authorizes the library board of any public city library to contract with the county board in which the library is located to furnish the use and privileges of its library to the inhabitants of such county to the extent and upon such terms as may be agreed upon.

NOW THEREFORE, in consideration of these facts, the parties hereto mutually covenant and agree as follows:

1. **Purpose:** The purpose of this Agreement is to confer the use and privileges of the Grand Island Public Library to Hall County residents having a residence located beyond the

municipal boundaries of Grand Island, hereinafter referred to as “County Residents” or “County Resident.”

2. **Consideration:**

a. For the period of October 1, 2021 to September 30, 2022, the County shall pay \$27,500.00 to Library as a lump sum amount no later than November 15, 2021.

b. For the period of October 1, 2022 to September 30, 2023, the County shall pay \$27,500.00 to Library as a lump sum amount no later than November 15, 2022.

Payment shall be made to the City of Grand Island, Attn: City Finance Director, P.O. Box 1968, Grand Island, NE 68802.

3. **County’s Obligations:** County shall be responsible for making payments as set forth in Paragraph 2. above, which payments are to cover all expenses related to issuing the County Resident library cards and the provision of public library services as provided herein.

4. **City’s Obligation:** Payments received from County pursuant to this Agreement shall be credited by City to City’s general fund.

5. **Library’s Obligations:** Library shall provide and issue cards to County Residents, who are otherwise eligible for a library card, at no cost to the County Resident. County resident cards shall be issued or renewed with an expiration date of September 30, 2023. There shall be no limit on the number of County Resident cards issued or renewed during the term of this Agreement. For purposes of this Agreement, one household card shall represent all cards applied for and distributed to the head of a household and other members of that one household. Library will actively market information concerning the availability of county resident cards to County Residents living beyond Grand Island’s municipal boundaries. The holders of county resident cards shall have the use and privileges of the Library’s services upon the same terms and conditions as residents of the City of Grand Island.

Notwithstanding anything in this Agreement to the contrary, all County Resident library cards and the library use and privileges granted hereby shall terminate upon termination of this Agreement unless this Agreement is extended, renewed, or replaced by a new agreement providing for extension of such library use and privileges to County Residents.

Library shall provide a quarterly report to the County providing the number of all household cards issued to County Residents during the preceding quarter. The quarterly report shall be provided no later than the first business day after the 10<sup>th</sup> of the month of the following months: January, April, July, and October.

6. **Governance.** This Agreement shall be co-governed by the Hall County Board of Commissioners, the Grand Island City Council, and the Library Board of the Grand Island Public Library.

7. **Indemnification.** The Parties hereto agree to indemnify and hold harmless each other 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 such other party. The Parties agree 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.

8. **Modification or Termination.** This Agreement may only be modified or terminated by written agreement of the Parties.

9. **No Separate Entity.** There shall be no separate legal entity created through this Agreement.

10. **Finances.** This Agreement shall be financed by the funds available to the Parties.

11. **Term and Duration.** This Agreement shall become effective and binding at such time as it is approved by the Library Board, the Grand Island City Council, and the Hall County Board of Commissioners and the Agreement is signed by the duly authorized individuals on behalf of each such entity with the attestation by the respective clerk for each.

Unless sooner terminated as provided by Paragraph 8 above, the initial term of this Agreement shall be two years, commencing October 1, 2021. Upon the expiration of the initial term, the Agreement shall thereafter automatically renew on an annual basis upon the same terms and conditions as provided herein unless any party not desiring to renew the Agreement shall deliver to the other parties written notice of non-renewal at least sixty days prior to the termination date of the renewal period (September 30). Written notice hereunder shall be sufficient if personally delivered or mailed by United States Mail, postage prepaid, to the last known address of the party to whom such notice is required to be given.

NOW THEREFORE, in consideration of the covenants and obligations contained herein, Hall County, the Grand Island Public Library Board, and the City of Grand Island duly execute this agreement.

## HALL COUNTY

Executed this \_\_\_\_\_ day of September 2021

By: \_\_\_\_\_  
Pamela E. Lancaster, Chair  
Hall County Board of Commissioners

ATTEST: \_\_\_\_\_  
Marla Conley  
Hall County Clerk

**CITY OF GRAND ISLAND**

Executed this \_\_\_\_\_ day of September 2021

By: \_\_\_\_\_  
Roger Steele  
Mayor

ATTEST: \_\_\_\_\_  
RaNae Edwards  
City Clerk

**GRAND ISLAND PUBLIC LIBRARY BOARD**

Executed this \_\_\_\_\_ day of September 2021

By: \_\_\_\_\_  
Tanya Hansen, President

ATTEST: \_\_\_\_\_  
Ben Boeselager, Secretary

Approved as to form:

\_\_\_\_\_  
Sarah Carstensen  
Hall County Attorney

\_\_\_\_\_  
Stacy Nonhof  
Grand Island City Attorney

RESOLUTION 2021-258

WHEREAS, a proposed Interlocal Cooperation Agreement was approved by the Grand Island Public Library Board and the Hall County Board of Commissioners regarding library services to Hall County residents who live outside the municipal boundaries of the City of Grand Island; and

WHEREAS, the agreement is for a two year period commencing October 1, 2021 to September 30, 2022 and October 1, 2022 to September 30, 2023 and provides for a \$27,500.00 payment from the County to the City each year in exchange for the provision of services by the Grand Island Public Library; and

WHEREAS, library services have been provided by the City and City Library to non-city residents of Hall County since 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, the Interlocal Cooperation Agreement for Library Services by and among the County of Hall, the City of Grand Island, and the Grand Island Public Library Board should be and is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 28, 2021.

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

Attest:

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

Approved as to Form	☐ _____
September 24, 2021	☐ City Attorney





# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item G-26

**#2021-259 - Approving Labor Agreement between the City of Grand Island and the International Brotherhood of Electrical Workers, Local 1957 Service/Clerical/Finance.**

Staff Contact: Aaron Schmid, Human Resources Director

# **Council Agenda Memo**

**From:** Aaron Schmid, Human Resources Director

**Meeting:** September 21, 2021

**Subject:** Approval of Labor Agreement between the City of Grand Island and the International Brotherhood of Electrical Workers, Local 1597 Service/Clerical/Finance

**Presenter(s):** Aaron Schmid, Human Resources Director

## **Background**

Approximately two dozen job classifications throughout the City currently work under the conditions outlined in the labor agreement between the City of Grand Island (City) and the International Brotherhood of Electrical Workers (IBEW), Local 1597 Service/Clerical/Finance. The current labor agreement expires as of midnight September 30, 2021. The City and the IBEW met to negotiate the terms of a new agreement. The City and the IBEW have reached a tentative agreement.

## **Discussion**

The proposed labor agreement will begin October 1, 2021 and run through September 30, 2024. A wage and benefit array was conducted as part of the negotiations process. A summary of changes are listed below and follow the order of the contract:

1. The agreement will be effective October 1, 2021 through September 30, 2024.
2. The contract will remove the Computer Operator classification from the agreement.
3. Shift differential pay for Public Safety Dispatchers will increase from \$0.25 per hour to \$0.50 on 2<sup>nd</sup> shift and from \$0.35 per hour to \$0.75 on 3<sup>rd</sup> shift.
4. Language was amended to clarify that premium pay will not be included in the calculation of overtime.
5. Compensatory time language will be amended to match the language in the Wastewater Treatment Plant contract.
6. Daylight savings time language will be added.
7. Vacation time usage will be allowed in tenths of an hour to accommodate payroll software.
8. Remove language requiring a five day minimum for vacation scheduling.
9. Vacation carry-over will be increased from 40 hours to 80 hours.

10. Amend and clarify language on use of medical leave for family members.
11. Medical leave usage will be allowed in tenths of an hour to accommodate payroll software.
12. Clarify language on the use of bereavement leave.
13. Longevity pay will be paid in a lump sum rather than biweekly.
14. Include language to allow the Union to discuss union matters with City Administration.
15. Wages will increase 2% for year one. Wages will be reviewed prior to years two and three.

### **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 labor agreement between the City of Grand Island and the IBEW, Local 1597 Service/Clerical/Finance.

### **Sample Motion**

Move to approve the labor agreement between the City of Grand Island and the IBEW, Local 1597 Service/Clerical/Finance.



**and**

**UNION LOCAL NO. 1597, I.B.E.W., AFL-CIO**

**SERVICE/CLERICAL/FINANCE**

|                      October 1, 20~~18~~21 through September 30, 202~~14~~1

## TABLE OF CONTENTS

	Page
Purpose and Intent of the Parties .....	1
<b>Article I – Recognition</b>	
A. .... Bargai	
ning Unit .....	1
B. .... Emplo	
yee Classifications .....	1
<b>Article II – Hours of Work</b>	
A. .... Schedu	
les of Work.....	2
B. .... Rest	
Periods.....	2
C. .... Shift	
Differential.....	3
D. .... Overti	
me and Compensatory Time .....	3
E. .... Call-	
back Pay .....	4
F. .... Worki	
ng Out of Class.....	4
G. .... Daylig	
ht Savings Time .....	4
<b>Article III – Holidays and Holiday Pay</b>	
A. .... Holida	
ys.....	4
B. .... Holida	
y Pay and Holiday On Pay .....	5
C. .... Weeke	
nd Holidays .....	5
D. .... Eligibil	
ity for Holiday Pay.....	5
E. .... Person	
al Day .....	5
<b>Article IV – Vacations</b>	
A. .... Eligibil	
ity .....	5
B. .... Amoun	
t Authorized .....	6
C. .... Vacati	
on Schedule.....	6
D. .... Seniori	

ty for Vacation and Personal Holiday Planning.....	6
E.....	Vacati
on Time Carry-Over.....	7
F.....	Vacati
on Credit on Termination and Retirement .....	7

#### **Article V – Medical Leave, Bereavement Leave and FMLA Leave**

A. ....	Amount Authorized .....	7
B. ....	Use of Medical Leave.....	7
C. ....	Proof of Illness.....	8
D. ....	Fraudulent Use of Medical Leave .....	8
E. ....	Compensation for Unused Medical Leave .....	8
F. ....	Notification of Illness.....	9
G. ....	Family and Medical Leave Act Policy.....	9
H. ....	Use of Bereavement Leave.....	9

#### **Article VI – Military Leave.....9**

#### **Article VII – Court Leave**

A. ....	When Authorized.....	10
B. ....	Procedure .....	10
C. ....	Fees .....	10

#### **Article VIII – Leave Without Pay**

A. ....	Procedure .....	10
B. ....	Limitations.....	10

#### **Article IX –Workers Compensation**

A. ....	Policy .....	11
B. ....	Subrogation.....	11
C. ....	Light Duty Policy .....	11

**Article X – General Provisions Concerning Leave**

A. ....	Absenc
e Without Approval.....	12
B. ....	Leave
Request.....	12

**Article XI –Retirement Savings Plan**

A. Retirement Savings Plan .....	12
B. Amendments .....	12

**Article XII – Seniority .....13**

**Article XIII – Rates of Pay for Work Performed**

A. ....	Survey
.....	14
B. ....	<del>2018</del>
<del>2019-2021 – 2022</del> Fiscal Year .....	14
<del>C. ....</del>	<del>2019</del>
<del>2020-2022 – 2023</del> Fiscal Year .....	<del>14</del>
<del>D. ....</del>	<del>2020</del>
<del>2021-2023 – 2024</del> Fiscal Year .....	<del>15</del>
E. ....	Future
Changes in Rates of Pay .....	14
F. ....	Pay
Plan .....	14
G. ....	Longe
vity .....	15
H. ....	Trainer
Pay.....	15

**Article XIV – Employee Relations**

A. ....	Genera
l .....	16
B. ....	Memb
ership in Union.....	16
C. ....	Discipl
ine Procedures .....	16
D. ....	Expens
es of Arbitration .....	17

**Article XV – Grievance Procedure.....17**

**Article XVI – Other Benefits**

A. ....	Medica
l Insurance .....	19
B. ....	Cafeter

ia Plan.....	19
C. ....	Life
Insurance .....	19
D. ....	Union
Bulletin Board.....	19
E. ....	Safety
Committee.....	19
F. ....	Travel
Time Reimbursement.....	20
G. ....	Tuition
and Book Reimbursement Program .....	20
H. ....	Biling
ual Pay.....	21
I. ....	Volunt
ary Employee Benefits Association (VEBA) .....	21
J. ....	Unifor
ms.....	21

#### **Article XVII – Management Rights**

A. ....	Operati
on in Best Interest of City .....	22
B. ....	Statuto
ry and Ordinance Rights .....	22
C. ....	Other
Rights .....	22
D. ....	Prior
Agreements Superseded.....	23
E. ....	Matter
s Not Mentioned.....	23
F. ....	Industr
ial Relations .....	23
G. ....	Person
nel Functions.....	23
H. ....	Memb
ers of City Council .....	23

#### **Article XVIII – General Provisions.....24**

#### **Article XIX – Strikes and Lockouts .....24**

#### **Article XX –Duration of Contract.....25**

#### **Article XXI – General Provisions for Union Activity**

A. ....	Payroll
Deduction.....	25
B. ....	Reques
t Forms .....	25



C. ....	Union
Certification .....	25
D. ....	Indem
nification .....	26
E. ....	Strikes
, Etc. ....	26
<b>Article XXII – Severability .....</b>	<b>26</b>
<b>Article XXIII – Scope of Agreement</b>	
A. ....	Compl
ete Agreement .....	27
B. ....	Interpr
etation.....	27
C. ....	Negoti
ations .....	27
<b>Article XXIV – C.I. R. Waiver.....</b>	<b>27</b>
Exhibit A – <del>2018-2021</del> – <del>2019-2022</del> Salary Tables .....	28
<del>Exhibit B – 2019-2022 – 2020-2023</del> Salary Tables .....	<del>33</del>
<del>Exhibit C – 2020-2023 – 2021-2024</del> Salary Tables .....	<del>38</del>

## AGREEMENT

THIS AGREEMENT, dated this 21<sup>st</sup> day of August 201821, 2021 by and between the CITY OF GRAND ISLAND (hereinafter referred to as the "City"), and UNION LOCAL NO. 1597, I.B.E.W., AFL-CIO (hereinafter referred to as the "Union"). The provisions of this agreement shall be effective from October 1, 201821 through and including September 30, 20214.

### PURPOSE AND INTENT OF THE PARTIES

The purpose of the City and the Union entering into this labor agreement is to promote harmonious relations between the employer and the union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay and other conditions of employment.

### ARTICLE I - RECOGNITION

#### A. BARGAINING UNIT

The City hereby recognizes the Union as the sole representative of those full-time, regular status, non-supervisory employees in the following positions employed with the City. Nothing contained in this Article shall prohibit employees of the bargaining unit from seeking an election to revoke the authority of the Union to represent them prior to the expiration of this agreement. The Union further agrees that it will not do anything to discriminate against any employee who attempts the decertification of or resignation from the Union. The City agrees that it will take no overt action to aid any organization or association in an effort to decertify the Union during the term of this Agreement. Employees represented by this bargaining agreement are hereby defined as being those persons who are currently employed under the classifications outlined in Article I, Section B, hereof.

#### B. EMPLOYEE CLASSIFICATIONS

Administrative Assistant (Building, Fire, Parks, Planning, Public Works)  
Accounting Clerk  
Accounting Technician (Streets)  
Accounts Payable Clerk  
Audio Video Technician  
Building Inspector  
Cashier  
~~Computer Operator~~  
Community Service Officer  
Computer Technician  
Crime Analyst  
Electrical Inspector  
Emergency Management Coordinator

Engineering Technician (Public Works)  
Evidence Technician (Police)  
GIS Coordinator  
Maintenance Worker I & II (Building, Library, Police)  
Payroll Clerk  
Plans Examiner  
Plumbing/Mechanical Inspector  
Police Records Clerk  
Public Safety Dispatcher  
Senior Accounting Clerk  
Shooting Range Operator  
Wastewater Secretary

Additional job classifications may be added to the bargaining unit by mutual written agreement of the parties.

## **ARTICLE II - HOURS OF WORK**

### **A. SCHEDULES OF WORK**

The City shall establish the work week, work day, and hours of work. The work week, work day and hours of work may vary according to the special requirements of any division or program. Hours worked shall include actual hours worked and shall not include paid leave, holidays, and vacation when calculating overtime. The City shall strive to make reasonable efforts so that all changes and work schedules, except in cases of emergency, shall be posted for all affected employees to see at least seventy-two (72) hours before the change is effective. Twenty-eight (28) days notice for shift workers will be provided for long term shift reassignments; however, the City retains the right to reassign at any time for extraordinary circumstances or disciplinary reasons.

### **B. REST PERIODS**

Employees may take a 15-minute rest period during the approximate middle of each one-half (1/2) work day; provided, however, that the granting of such rest periods shall be at such times as are the least disruptive of work in progress. If it is not feasible to grant any such rest periods, employees shall not receive additional pay or additional time off in lieu thereof. Non-shift employees shall be allowed at least one-half hour off, without pay, for a meal as close to the middle of the shift as possible. The employer retains the right to respond to emergency situations by not allowing a rest period. Rest periods shall not be cumulative. Unless prior supervisory approval is given, rest periods shall not be taken before one (1) hour after the employee arrives at work, or one (1) hour before the employee leaves work. Rest periods are considered work time. The provisions of this section may not be used for the purpose of regular and routine denial of rest periods.

### C. SHIFT DIFFERENTIAL

A shift differential of ~~twenty-five-fifty~~ cents (\$0.~~25~~50) per hour shall be added to the base hourly wage for persons in the employee classifications listed below who work a **complete** shift that begins between 3:00 p.m. and 11:00 p.m. Employees who work complete shifts from 11:00 p.m. to 7:00 a.m. will receive a shift differential of ~~thirtyseventy~~-five cents (\$0.~~37~~5) per hour. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay.

Public Safety Dispatcher

### D. OVERTIME AND COMPENSATORY TIME

1. ~~Non-exempt employees who perform work in excess of forty (40) hours in a workweek, shall be compensated at the rate of one and one half (1½) times their regular rate of pay for the excess hours worked. Overtime worked shall be paid at time and one-half (1 ½) the regular rate for all hours worked in excess of forty (40) hours in a seven (7) day work period for non-exempt employees. Compensation shall be in compensatory time or cash payment, at the option of the employee.~~

2. Overtime and compensatory time for work shall be accrued and compensated for in one-tenth (1/10) hour units.

3. This article shall not be construed as a guarantee of hours of work per day or per week. ~~Overtime shall not be paid more than once for the same hours worked. Duplicating or pyramiding overtime is not permitted.~~

4. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked. ~~Any payment for time not actually worked (leave time) shall not count towards the calculation of overtime. All paid time off will not be included in the computation of overtime.~~

5. All hours in which employees receive premium pay (such as holiday on) of at least one and one-half (1 ½) time the base rate will not be included in the computation of overtime.

~~5—6. In lieu of payment for overtime hours worked, the City may grant compensatory time off. One and one half (1½) hours of compensatory time shall be credited for each overtime hour worked. Compensatory time may not be used on a holiday. Compensatory time may be accumulated up to sixty (60) hours annually commencing October 1st. All compensatory time that is not used prior to the last pay period before September 15<sup>th</sup> of each year shall be paid out in cash to the employee at the regular hourly rate for the hours left in the compensatory time bank. The payout for the unused compensatory time shall occur in the last full pay period prior to or on September 15<sup>th</sup>, if September 15<sup>th</sup> is the last pay period of said year. It shall be permissible to use less than eight (8) hours at a time. The compensatory time off shall be taken at a time~~

~~mutually agreed upon by the employee and his/her supervisor. It is understood that the usage of compensatory time is to be requested prior to being taken and the request may be denied as may any other leave request. Requests for the use of accrued compensatory time shall not be unreasonably denied. An employee shall have the option of accruing compensatory leave time at a rate of one and one-half (1 ½) times the actual hours worked in lieu of the payment of overtime. Employees may carry a maximum of not more than eighty (80) hours of compensatory time (53.33 hours of actual time worked). The compensatory time off shall be taken at a time mutually agreed upon by the employee and his/her supervisor, but must be taken by the last full pay period in March following the end of the calendar year in which it is earned. Compensatory time carried over to the new year will be used first. Compensatory time remaining at the end of this period shall be paid in cash. –The employee retains the right to cash out his/her compensatory time at any time. It is understood that the usage of the compensatory time is to be requested just like annual leave, and may be denied as may any other annual leave. Requests for the use of accrued compensatory time shall not be unreasonably denied.~~

67. All compensatory time must be recorded through the City's payroll system. Compensatory time kept by individual employees or their supervisors will not be recognized and is prohibited.

#### **E. CALL-BACK PAY**

In the event an employee is called to duty during his or her off-duty time, and such time does not otherwise merge with his or her regularly-scheduled work schedule, such employee shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay for the actual number of hours worked, although the employee shall be compensated for no less than two (2) hours at the enhanced rate. Provided, however, that if the employee called back responds and performs the work from a remote location without reporting to the work site, he or she shall be compensated as set forth above, but the minimum compensation will be one (1) hour instead of two (2).

#### **F. WORKING OUT OF CLASS**

The department director or his or her designee may temporarily assign an employee to perform the duties and responsibilities of a different position. If the temporary assignment is for a position with a higher pay scale and the employee is assigned to work out of class for more than five (5) consecutive work days, the employee is entitled to compensation, commencing on the sixth (6) day and thereafter, according to the higher pay scale at the level which will entitle the employee to a pay raise of at least 3%. At the end of the assignment, the employee will return to the rate of pay to which he or she would have been entitled to if no out of class assignment had been made.

## **G. DAYLIGHT SAVINGS TIME**

Daylight Saving Time (DST) begins on the second Sunday in March and ends on the first Sunday in November in the United States.- On the date DST begins, employees will be paid for actual hours worked (i.e. 7 hours for an 8 hour shift). -Employees may use leave balances to supplement the hour missed due to the time change. -On the date DST ends, employees will be paid for actual hours worked (i.e. 9 hours for an 8 hour shift).

## **ARTICLE III - HOLIDAYS AND HOLIDAY PAY**

### **A. HOLIDAYS**

The following holidays are observed:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday following Thanksgiving	Fourth Friday in November
Christmas Day	December 25

### **B. HOLIDAY PAY AND HOLIDAY ON PAY**

Holiday pay shall consist of straight pay up to eight (8) hours plus additional compensation at the rate of 1.5 times the regular rate of compensation for those who are regularly scheduled to work. For those who are called into work on the holiday, they shall receive as compensation straight pay up to eight (8) hours for the holiday, plus additional compensation at the rate of two (2) times the regular rate of pay for the actual hours worked as holiday on pay. No compensatory time may be accrued in lieu of being paid Holiday eOn Pay or Holiday Pay.

### **C. WEEKEND HOLIDAYS**

When a holiday falls on Sunday, the following Monday shall be observed as a holiday; when a holiday falls on Saturday, the preceding Friday shall be observed as the holiday; except, if a shift position or any department that is open and operating twenty-four (24) hours a day seven (7) days a week, then the holiday shall be recognized on its actual day.

### **D. ELIGIBILITY FOR HOLIDAY PAY**

No employee shall be eligible for holiday pay unless he or she is in an active pay status the last regularly scheduled day before the holiday or the first regularly scheduled day after the holiday. Active pay status shall mean any pay status other than leave without pay or suspension without pay.

## **E. PERSONAL DAY**

Two (2) personal leave days will be given to employees each contract year. Two personal leave days will be given in October and must be taken by September 15th. Personal leave days may be taken at any time and may be taken in one (1) hour increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor. The Director or his or her designees will make every effort to grant requested personal leave time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Use of personal leave will not be unreasonably denied. New employees who begin work on or after April 1 will not be eligible for personal days until the following October 1. Personal leave not taken by the dates set forth above expires and does not carry over. Employees will not be compensated for unused or expired personal leave days.

## **ARTICLE IV – VACATIONS**

### **A. ELIGIBILITY**

All full-time regular status employees are eligible to take vacation leave as it is earned and shall accrue vacation leave in bi-weekly increments as described below. Employees shall not earn or accrue any vacation time during their introductory period. Vacation may be taken at any time and may be taken in one-half tenth (1/210) hour increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor. Requests for vacation time will not be unreasonably denied.

### **B. AMOUNT AUTHORIZED**

Authorized vacation leave shall be computed on the following basis:

1. Upon successfully completing the six (6) month introductory period, an employee will have available forty (40) hours of vacation time. The employee will accrue an additional forty (40) hours in the first six (6) months of continuous service following the introductory period.

1.	Years 2 through 4	Eighty (80) Hours
2.	Years 5 through 9	One Hundred Fifteen (115) Hours
3.	Years 10 through 14	One Hundred Thirty-Six (136) Hours
4.	Years 15 through 19	One Hundred Sixty (160) Hours
5.	Years 20 through 24	One Hundred Seventy-Eight (178) Hours
6.	Years 25 +	Two Hundred (200) Hours

All vacation will accrue on a prorated basis using a twenty-six pay period year. Authorized vacation leave for regular employees working fewer than forty (40) hours per week shall be prorated based upon the normally scheduled hours worked. Credit toward vacation leave shall not be earned while an employee is on a leave of absence without pay.

### C. VACATION SCHEDULE

1. Vacation leave shall be taken at a time convenient to and approved by the Department Director or supervisor.

2. The Director or his or her designees will make every effort to grant requested vacation time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. ~~Each employee shall take a minimum vacation of five (5) consecutive days. In the event a holiday falls within the mandatory five day term, such holiday use will satisfy the mandatory term requirements.~~

### D. SENIORITY FOR VACATION AND PERSONAL HOLIDAY PLANNING

The Department Director and/or supervisor shall grant leave on the basis of the work requirements of the City after conferring with employees and recognizing their wishes where possible. Preference in the scheduling of vacation and personal holiday time shall be given to employees within their job classification in order of their total length of employment with the City.

Job classifications with two or more employees will have two (2) vacation schedules that will run consecutively.

1. Prime Vacation Schedule: An employee may make one choice with a minimum of five (5) work days and a maximum of as many consecutive days as said employees has accrued vacation time. Vacation of greater than five (5) work days shall be consecutive work days so that only one block of vacation time is scheduled on the prime vacation schedule. The prime vacation schedule shall be completed by all employees in the effective job classification before the secondary vacation schedule is initiated for that classification.

2. Secondary Vacation Schedule: An employee may make as many selections as said employee has accrued vacation time.

### E. VACATION TIME CARRY-OVER

1. An employee will be allowed to carry no more than the maximum amount of vacation that he or she can earn in one year, plus ~~forty (40)~~eighty (80) hours.

2. An employee who fails to use his or her vacation time through the employee's own decision will not accrue additional vacation after reaching an amount equal to the maximum amount of vacation that he or she can earn in one year, plus ~~forty (40)~~eighty (80) hours.

### F. VACATION CREDIT ON TERMINATION AND RETIREMENT

Upon separation, a regular status employee shall be paid for the unused portion of his or her accumulated vacation leave. Employees will not be allowed to schedule vacation at the end



of their employment and will not accrue vacation leave or other benefits after their last day physically on the job.

## **ARTICLE V MEDICAL LEAVE, BEREAVEMENT LEAVE, AND FMLA LEAVE**

### **A. AMOUNT AUTHORIZED**

Medical Leave. Medical leave shall be credited to all full-time employees as follows:

1. Eight (8) hours for each full calendar month of service.
2. For a calendar month in which an employee is paid for less than the full standard hours including paid leave, medical leave shall be awarded on a pro-rata basis.

### **B. USE OF MEDICAL LEAVE**

Medical leave may be used under the following circumstances:

1. When an employee is incapacitated by sickness or injury.
2. For medical, dental, or optical examination or treatment.
3. When an employee is exposed to a contagious disease and attendance at duty may jeopardize the health of others.

- ~~4. For necessary care and attendance during sickness of a member of the employee's immediate family.~~

~~For purposes of medical leave, an immediate family member shall mean a child, spouse, parent, in laws of the same relation, and other dependents for whom the employee is legally responsible. An employee may use up to eighty (80) hours of medical leave per year to care for immediate family members. In instances where extended care is needed [beyond eighty (80) hours per year], the qualifying family member must meet the definition of a serious health condition as defined by the Family and Medical Leave Act. For necessary care and attendance during sickness of, or injury to, a member of the employee's immediate family (spouse, child, parent, or parent-in-law) or household. "Child" shall include a biological, adopted, or foster child; a step-child; a legal ward; or a child of a person standing "in loco parentis". The term "household" refers to a domestic partner that the employee shares household finances with for a period of not less than one year.~~

- ~~5.~~ When absence is due to alcoholism or drugs, if medically diagnosed by a licensed physician and the employee is receiving assistance and has agreed to an approved course of treatment.

- ~~6.5.~~ Medical leave shall not be granted in advance of accrual.

~~7.6.~~ Leave without pay may be granted for sickness extending beyond the earned credits.

~~8.7.~~ After six (6) continuous months of service, accrued vacation leave credits may be used for medical leave when medical leave credits have been exhausted.

~~9.8.~~ Medical leave shall not continue to accrue while an employee is on unpaid leave.

~~10.9.~~ The amount of medical leave charged against an employee's accumulated total shall be computed on the basis of the exact number of hours an employee is scheduled to work when medical leave is utilized; provided, that medical leave shall be debited in no less than one-half tenth (~~1/2~~ 1/10) hour units.

### C. PROOF OF ILLNESS

An employee who is absent for more than three (3) consecutive days because of personal illness or that of a member of his or her immediate family or household shall be required to furnish a statement signed by the attending physician. The Department Director may require this statement or other proof for an absence chargeable to medical leave of any duration.

### D. FRAUDULENT USE OF MEDICAL LEAVE

The Department Director or his or her authorized representative may investigate any medical leave taken by any employee. False or fraudulent use of medical leave shall be cause for disciplinary action and may result in dismissal.

### E. COMPENSATION FOR UNUSED MEDICAL LEAVE

1. An employee may accumulate medical leave to a maximum of one thousand three hundred thirty-nine (1,339) hours.

2. All employees shall be paid thirty-five percent (35%) for their accumulated medical leave at the time of retirement or death, the rate of compensation to be based on the employee's salary at the time of retirement or death.

3. All employees shall be paid thirty-five percent (35%) for their accumulated medical leave at the time of early retirement, which shall be defined as being at least fifty-five (55) years of age with ten (10) years of service, the rate of compensation to be based on the employee's salary at the time of early retirement; or an employee who has completed twenty-five (25) years of service. The payout for this medical leave shall go to the employee's VEBA account.

### F. NOTIFICATION OF ILLNESS

If an employee is absent for reasons that entitle him or her to medical leave, the employee or a member of employee's household shall notify the employee's supervisor at least thirty (30) minutes prior to scheduled reporting time. If an employee fails to notify such supervisor, when it was reasonably possible to do so, no medical leave shall be approved. Upon return to work, the employee shall submit a leave request to his or her supervisor.

#### **G. FAMILY AND MEDICAL LEAVE ACT POLICY**

Employees shall be covered by the City's Family and Medical Leave Act Policy as set forth in the Employee Personnel Rules and Regulations and amendments thereto.

#### **H. USE OF BEREAVEMENT LEAVE**

Bereavement leave shall be granted to eligible employees for up to two (2) days per calendar year for non-immediate family members. Non-immediate family member shall mean aunts, great-aunts, uncles, great-uncles, nieces and nephews, and in-laws of the same relation. Any portion of a work day used for bereavement leave shall be considered a full day of bereavement leave. An employee shall be eligible to use up to three (3) days of paid bereavement leave per occurrence for the death of an immediate family member or household which includes parents, spouses, children, siblings, grandparents, great-grandparents, grandchildren, great-grandchildren and in-laws of the same relation, regardless of when it occurs. In addition to the use of bereavement leave as set forth hereafter, medical leave may be granted at the discretion of the Department Director and City Administrator for the death of a member of an employee's immediate family because of unusual circumstances. To attend the funeral of someone other than immediate and non-immediate family, an employee shall take vacation leave.

### **ARTICLE VI - MILITARY LEAVE**

#### **A. MILITARY LEAVE**

The provisions relating to military leave shall be as provided by Nebraska Statutes.

### **ARTICLE VII - COURT LEAVE**

#### **A. WHEN AUTHORIZED**

An employee who is required to serve as a juror in a federal, state, county, or municipal court, or as a litigant or witness in a case resulting directly from the discharge of his or her duties as an employee, shall be granted court leave with full pay to serve in that capacity; provided, however, that when the employee is a litigant or witness in non-employment related litigation, such employee shall not be granted court leave but may use vacation leave or compensatory time for the length of such litigation.

## **B. PROCEDURE**

An employee who is called for compensable litigation, witness or jury duty shall present to his or her supervisor the original summons or subpoena from the court, and at the conclusion of such duty.

## **C. FEES**

Fees received for compensable witness and jury service in a federal, state, county or municipal court shall be deposited with the City Finance Director upon the employee's receipt thereof. No employee shall receive witness fees paid from City funds.

# **ARTICLE VIII - LEAVE WITHOUT PAY**

## **A. PROCEDURE**

The provisions relative to leave without pay shall be as follows:

1. Leave without pay may be granted to an employee upon approval of the City when it is in the best interest of the City for any good cause. A Department Director may grant an employee leave without pay for up to thirty (30) days time. Any appointment made to a position vacated by an employee on leave without pay shall be conditional upon the return of the employee on leave.

2. Before an employee may request unpaid leave, he or she must first use all eligible leave balances.

3. When leave without pay is requested pursuant to the Family and Medical Leave Act (FMLA) policy, Articles of this contract shall govern to the extent they are not inconsistent with Federal law.

## **B. LIMITATIONS**

Leave without pay shall be subject to the following provisions:

1. At the expiration of leave without pay, the employee shall return to the position held prior to such leave.

2. Vacation and medical leave credits shall not be earned during leave without pay.

3. Leave without pay shall not constitute a break in service, but time off will not be credited towards retirement.

4. Leave without pay for more than fifteen (15) days during the introductory period shall not be counted as part of that period, but the employee to whom such leave has been granted shall be allowed to complete his or her introductory period on return from leave.

5. Failure to report at the beginning of the next scheduled workday following the expiration of a leave of absence shall be considered resignation unless excused by the City after reasonable notice.

6. An employee on leave without pay shall be permitted to maintain health insurance coverage under the group policy at his or her own expense during such permitted leave without pay.

## **ARTICLE IX – WORKERS COMPENSATION**

### **A. POLICY**

Any employee covered by this contract who sustains an on-the-job injury compensable under the Nebraska Workers Compensation Act shall receive workers compensation benefits as allowed under the Nebraska Workers' Compensation law.

### **B. SUBROGATION**

To the fullest extent permitted by law, the City of Grand Island, its insurers, and third-party administrators reserve the right of subrogation because of workers compensation benefits or medical expenses paid or to be paid to or on behalf of any employee who is injured or disabled by a third party, and reserves the right to (i) pursue collection from the employee of any money paid by the third party to the extent of payments by the City, its insurers, and third-party administrators, and (ii) pursue collection from any such third party.

### **C. LIGHT DUTY POLICY**

The City may provide light duty work when possible for a defined period of time, not to exceed one hundred fifty (150) days, for employees that are injured due to a work related situation. Employees will follow the City's Light Duty Policy. The commencement of light duty work and/or modified duty work shall be immediately from the date of disability. Any employee who does not willingly return to light duty work who is released by a doctor to do so, shall not be entitled to supplement worker's compensation benefits with injury or medical leave.

## **ARTICLE X - GENERAL PROVISIONS CONCERNING LEAVE**

### **A. ABSENCE WITHOUT APPROVAL**

An employee who is absent from duty without approval shall receive no pay for the duration of the absence, and unless there is a legitimate reason for the absence, shall be subject to disciplinary action. An employee who is absent without approval for three (3) consecutive days is considered to have resigned unless waived by the City.

## **B. LEAVE REQUEST**

For all leaves except unforeseeable medical leave or other emergency situations, a leave request, indicating the kind of leave, duration, and dates of departure and return, must be approved prior to taking leave. In the case of unforeseeable medical leave or other emergency situation, the request shall be completed and submitted for approval upon the employee's return to duty. Unless a leave request approved by the supervisor substantiates an absence, an employee shall not be paid for any absence from scheduled work hours.

## **ARTICLE XI - RETIREMENT SAVINGS PLAN**

### **A. RETIREMENT SAVINGS PLAN**

The City agrees that the employees covered under this agreement will participate in the City's mandatory retirement defined contribution savings plan. Employees shall contribute through deductions from pay six (6) percent of gross earnings and shall be matched six (6) percent by the City. Employee eligibility is effective on date of employment. A five (5) year vesting schedule applies to the City's contributions.

### **B. AMENDMENTS**

The City reserves the right to change the retirement savings plan in accordance with mandatory existing and future statutes or federal legislation or regulations.

## **ARTICLE XII - SENIORITY**

### **A. SENIORITY**

1. Seniority shall accrue to an employee from his or her first day of employment with the City and shall vest upon completion of the employee's probationary period.

2. Continuous service as used in Section 1 hereof means an employee's total continuous length of service with the City without break or interruption; provided, that lay-off of one (1) year or less, any suspension for disciplinary purposes, absence on authorized leave with or without pay, absence while receiving temporary total disability benefits under the Nebraska Worker's Compensation Act, and any absence due to serving as a union officer or official whether elected or appointed, shall not constitute a break or interruption in service within the meaning of this Article.

3. After an employee satisfactorily completes his or her initial introductory period of employment with the City, his or her seniority shall be effective from the date on which the employee was hired.

4. A list of employees arranged in order of their seniority as defined herein will be made available for examination by employees upon request by the union.

5. Where two or more employees were hired in the bargaining unit on the same date, their seniority standing shall be determined in the order in which they filed their application for such employment.

6. Whenever it is determined to be in the best interest of the City to reduce its workforce, the factors that will be taken into consideration, in no particular order of importance, shall include, but are not limited to:

- The employment policies and staffing needs of the department, together with contracts, ordinances, and statutes related thereto and budgetary considerations;
- Required federal, state, or local certifications or licenses;
- Seniority;
- The performance appraisal of the employees affected, including any recent or pending disciplinary actions;
- The knowledge, skills and abilities of the employee; and
- The multiple job skills recently or currently being performed by the employee.

A determination will be made as to the classifications to be affected by a reduction in force and the number of employees to be laid off. A determination as to whether any employees within a job classification should be exempted from consideration due to the existence of a required federal, state, or local certification, or license will also be made at this time.

Employees laid off under this reduction in force policy shall be eligible for recall for a period of two (2) years after layoff. If, within two (2) years after layoff, a new position is opened within the reduced job classification for the department, the employee shall be recalled in the reverse order of layoff. After two (2) years, the employee will have no preference for rehire.

7. If the City elects to fill a position or promote from within a pool of existing City employees, the factors to be considered may include, but are not limited to, those factors listed for consideration for reductions in the workforce in this article.

## **ARTICLE XIII - RATES OF PAY FOR WORK PERFORMED**

### **A. SURVEY**

The City and the Union surveyed the following array of cities to determine current labor market comparable salaries and benefits for work performed in the various job classifications covered by this agreement: Ames, Iowa; Dubuque, Iowa, Iowa City, Iowa, Cheyenne, Wyoming, Jefferson City, Missouri, Lawrence, Kansas, Sioux City, Iowa, St. Joseph, Missouri, Rapid City, South Dakota and Manhattan, Kansas. Said array conforms to the standards established by the

Nebraska Commission of Industrial Relations (CIR). Using the survey results, the Union and the City established a pay range for each class of work covered by this agreement.

**B. ~~2018~~21 - ~~2019~~22 FISCAL YEAR**

See Exhibit A, attached hereto, effective the first full pay period on or after October 1, ~~2018~~21.

**C. ~~2019~~22 - ~~2020~~3 FISCAL YEAR**

The City and the Union will review any wage changes to the array cities listed in paragraph A of this article prior to the 2022-2023 fiscal year. Wage adjustments, if necessary, will be determined and implemented to the 2022-2023 and 2023-2024 fiscal years. Any mutually agreed upon changes will be effective the first full pay period on or after October 1, 2022. See Exhibit B, attached hereto, effective the first full pay period on or after October 1, ~~2019~~22.

**D. ~~2020~~3 - ~~2021~~4 FISCAL YEAR**

Wage adjustments, if necessary, will be effective the first full pay period on or after October 1, 2023. See Exhibit C, attached hereto, effective the first full pay period on or after October 1, ~~2020~~3.

**E. FUTURE CHANGES AND RATE OF PAY**

It is understood and agreed that payment of future rates is contingent upon the City adopting budget statements and appropriations for ordinances sufficient to fund such payments and salary ordinances authorizing such payments. The Union acknowledges that the City must comply with the Nebraska Budget Act.

**F. PAY PLAN**

1. Employees, prior to advancing in step or grade, shall be evaluated. Employees will be considered for pay schedule step increases upon the following schedule. Such adjustments in pay shall be effective on the first day of a pay period falling on or immediately after the classification anniversary. Prior to advancing in a step or grade, employees will be evaluated on their performance at least annually. An employee must have satisfactory performance ratings in order to receive an increase in pay, other than a salary table adjustment.

Step 1            Entry Level

Steps 2 - 8      Upon the successful completion of the anniversary of the employee's hire date or the anniversary date of the employee's promotion or demotion.

2. The introductory period for new employees shall be six (6) months, unless otherwise extended by the Department Director.



3. Employees received the highest possible rating may be considered for more than a one-step increase when recommended by the Department Director.

4. In no case shall any employee be advanced beyond the maximum rate of pay grade for his or her class of position.

## **G. LONGEVITY**

Effective the first full pay period in October 2018, in addition to an employee's base salary provided for elsewhere in this Agreement, each employee of the bargaining unit shall annually receive longevity pay based upon the total length of service with the City. Such pay shall be effective beginning with the first full pay period following completion of the specified years of service. Payment shall be made on ~~a prorated basis on each regular pay day as a lump sum~~. The following annual longevity pay rate schedule shall apply:

5 years	\$ 226.00 (Beginning 6th Year)
10 years	\$ 443.00 (Beginning 11th Year)
15 years	\$ 624.00 (Beginning 16th Year)
20 years	\$ 796.00 (Beginning 21st Year)
25 years	\$ 994.00 (Beginning 26st Year)
40 years	\$1,174.00 (Beginning 41st Year)

## **H. TRAINER PAY**

The hourly rates for Community Service Officers training new Community Service Officers shall increase three percent (3%) during the training period.

# **ARTICLE XIV - EMPLOYEE RELATIONS**

## **A. GENERAL**

Every employee shall fulfill conscientiously the duties and responsibilities of his or her position. Every employee shall conduct himself or herself at all times in a manner which reflects credit on the City. Every employee shall be impartial in all of his or her official acts and shall in no way endanger nor give occasion for distrust of his or her impartiality.

## **B. MEMBERSHIP IN UNION**

1. An employee shall have the right to join or refrain from joining this union.
2. This union shall not exert pressure on any employee to join it.
3. The union shall not discriminate in membership on the basis of race, religion, national origin, color, age, gender, disability status, or political affiliation.
4. At any meeting between a representative of the City and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion, or discharge for cause) is to be announced, the employee may request representation from the Union.

5. The City agrees to allow the Union access to new hires within the Service/Clerical/Finance bargaining unit for up to thirty (30) minutes during orientation.

### **C. DISCIPLINE PROCEDURES**

Chapters 1, 2 and 3 of the City Personnel Rules in effect as of 10/15/2014 and as may be amended if agreed to by both parties, shall apply to all disciplinary procedures for members of this bargaining unit. In the case of suspension without pay, demotion, or termination, the employee or the Union may request non-binding arbitration as set forth below if they are dissatisfied with the Mayor's determination if a Mayoral hearing is requested as outlined in the Personnel Rules.

If Arbitration is requested by either party for termination, demotion, and/or suspension an impartial Arbitrator shall be selected in the following manner. The Federal Mediation and Conciliation Service shall be requested to furnish a listing of seven (7) available Arbitrators. From this listing, the City and the Union shall alternately strike names three (3) names each. The remaining named Arbitrator on the listing shall be designated to act as Arbitrator to the dispute.

1. As soon as possible after the selection of the Arbitrator, the Arbitrator shall meet with the City and the Union to give due consideration to the dispute. A decision, in writing, from the Arbitrator shall be forwarded to both parties of the dispute within thirty (30) calendar days after the final meeting concerning the dispute. The decision by the Arbitrator shall be non-binding on the parties thereto.
2. In each case submitted to the Arbitrator, the Arbitrator shall make written findings setting forth the reasons for his/her decision, referring to the express provision of the Agreement interpreted and applied, the manner in which either party failed to perform such provision and the decision by the Arbitrator as to how it should be performed in accordance with the terms of this Agreement.

### **D. EXPENSES OF ARBITRATION**

Each party shall bear the expense of preparing and presenting its own case and the expense of the Arbitrator, and incidental expenses mutually agreed to in advance shall be borne equally by the parties hereto.

## **ARTICLE XV – GRIEVANCE PROCEDURE**

An alleged grievance arising from an employee shall be handled either by following the City Personnel Rules, or the Grievance Procedure in the manner described below. The employee must choose, prior to beginning the process, to either follow the Personnel Rules or this Grievance Procedure – the employee may not do both. The employee must make this choice within three (3) business days.

A grievance for the purpose of this Agreement refers to a question of the interpretation of the terms of the labor agreement between the City and the Union.

First Step - Any employee who believes that he or she has a justifiable request or grievance shall discuss the request or complaint within five (5) work days with his or her foreman, with or without the Union steward being present, as the employee may elect, in an attempt to settle same.

The foregoing procedure, if followed in good faith by both parties, should lead to a fair and speedy solution of most of the complaints arising out of the day to day operations of City government. However, if a complaint or request has not been satisfactorily resolved in Step 1, it may be presented and must be in writing and processed in Step 2 if the Union steward determines that it constitutes a meritorious grievance. A grievance, to be considered beyond Step 1, must be filed in writing with the foreman on forms provided by the City.

Second Step - If the alleged grievance is determined to be valid, the employee or his or her designated representative shall present it within ten (10) work days after the discussion with the foreman. The supervisor shall notify the employee in writing, within five (5) work days of his or her decision.

Third Step - If the grievance is not settled to the satisfaction of the employee, the employee or designated representative shall present it to the head of the department in writing within five (5) work days of the receipt of the decision of the immediate supervisor. The head of the department, or his or her designated representative, shall consider the grievance and shall notify the employee in writing of a decision within five (5) work days of the receipt of the grievance.

Fourth Step - If the grievance is not settled to the satisfaction of the employee, the employee or designated representative shall present it in writing to the Human Resources Director within three (3) work days after the decision of the Department Director. The Human Resources Director shall investigate the case within seven (7) work days and make a recommendation to the Chief Administrative Officer. The Chief Administrative Officer shall notify the employee of the decision made and of any action taken within seven (7) work days of the receipt of the grievance.

Fifth Step - If the grievance is not settled by the Chief Administrative Officer to the satisfaction of the employee, the employee may appeal, in writing, within ten (10) days of the receipt of the Chief Administrative Officer's decision to the arbitration. The arbitration procedure established in this step shall extend only to those grievances which are arbitrable under this agreement. The arbitration procedure shall be as follows:

- a. The City and the Union shall obtain from the Federal Mediation and Conciliation Service a list of five (5) arbitrators. The City and Union shall take turns striking arbitrators until there is one left. The Union shall have the first strike. After the Union uses its first strike, the City shall exercise their first strike. The Union shall then exercise their final strike followed by the City exercising their final strike. A finding or award of the Arbitrator shall be advisory upon the parties.

b. The procedure to be followed in submitting the grievance to the Arbitrator shall, unless agreed upon by the parties prior to the hearing, be determined by the Arbitrator.

i. It is understood and agreed between the parties that the decision of the Arbitrator, constituted as set forth above, shall be advisory upon the parties, and that the Arbitrator's jurisdiction shall be limited to the application of this contract. The Arbitrator does not have the jurisdiction to amend, alter, enlarge, or ignore any provision of this contract.

ii. The expenses of the Arbitrator shall be shared equally between the City and the Union.

iii. It is specifically agreed that grievances shall not be combined for purposes of submitting them to arbitration. Only one grievance shall be heard in an arbitration proceeding.

iv. If the City raises the question as to whether a grievance is arbitrable under this section, the Arbitrator will not proceed under the assumption that the grievance is, in fact, arbitrable but must specifically rule on such question with the reason given therefor as part of their written decision. The Arbitrator may rule on the arbitrability and the merits in the same hearing.

## **ARTICLE XVI - OTHER BENEFITS**

### **A. MEDICAL INSURANCE**

The City agrees to provide health, dental, and long-term disability insurance during the term of this agreement for the employee and employee's dependents at the same benefit level and employee contribution level as provided to other City employees not governed by a collective bargaining agreement under the City's general group insurance plans. The City's general group insurance plan year runs from October 1 through September 30 of each year.

The City agrees to establish and maintain an employee advisory committee to aid in obtaining medical and dental insurance.

An employee who is on approved leave of absence without pay, for non-FMLA purposes, will not be removed from coverage under the City's health and dental insurance unless they are disqualified by the plan. The employee shall be allowed to participate in the plan and pay the entire premium.

### **B. CAFETERIA PLAN**

The City agrees to maintain a cafeteria plan that meets the specific requirements of and regulations of Section 125 of the Internal Revenue Code.

### **C. LIFE INSURANCE**

The City will provide a life insurance policy for the employees at a level of Fifty Thousand and No/100 Dollars (\$50,000.00). Such policy shall contain an option allowing the employee to purchase additional term insurance as provided by the plan. The premium for the optional insurance shall be paid by the employee.

### **D. UNION BULLETIN BOARD**

The City agrees to provide space for the Union to erect a bulletin board for each division of sufficient size for the posting of notices of union meetings, union elections, union election results, union appointments to office, and union recreational or social affairs. Any material posted on said bulletin board(s) shall either be on union stationery or otherwise authenticated and authorized by an officer of the union. No item may be posted on the bulletin board(s) unless the item has been approved for posting by the Mayor or his or her designated representative and such approval shall not be unreasonably withheld.

### **E. SAFETY COMMITTEE**

The City shall maintain an appropriate safety committee and the Union shall be able to have a representative participate on said committee.

### **F. TRAVEL TIME REIMBURSEMENT**

If an employee has to travel for approved City purposes other than a normal commute to and from his or her primary place of work (e.g., work related seminars and training), the employee will receive mileage and compensation consistent with Federal and State law.

### **G. TUITION AND BOOK REIMBURSEMENT PROGRAM**

Tuition and book reimbursement shall be available, subject to the following restrictions, for the purpose of enhancing the knowledge and skills of employees to better perform their current duties within the confine stated below:

1. **Qualification Process.** The determination of whether a request qualifies for the tuition reimbursement program shall be made by the Department Director and City Administrator based upon the following considerations:

- a. There is budget authority.
- b. The course is to be a core course offered by an accredited college or university which is directly related to the job of the employee and books and fees are necessary for the course.
- c. There is Department Director and City Administrator approval.
- d. The employee requesting reimbursement is not eligible for any other assistance programs.

2. **Approval Process.** To receive tuition reimbursement, the employee must submit a “Tuition Request Form”, which shall contain the qualification information discussed above, as well as the employee’s financial request prior to beginning the course. Reimbursement approval is limited as follows:

- a. Base tuition and necessary books and fees only.
- b. If the employee is eligible for other assistance programs, the City will provide secondary benefits only.

3. **Reimbursement Process.** Any employee requesting tuition reimbursement shall submit a grade report, documentation of payment of reimbursable costs, and the tuition request form to the Human Resources Department for processing for payroll. A grade of “B” or higher will qualify for reimbursement at 100% of the amount allowed and a grade of “C” to “B-“ will qualify for 85% of the allowed amount.

4. **Service Requirement.** Tuition reimbursement is available to regular status full-time employees.

5. **Eligibility Requirements.** Payment for tuition reimbursement shall be limited as follows:

- a. No tuition reimbursement shall be available until after the completion of the introductory period. Requests for reimbursement and supporting documentation must be turned in within thirty (30) days after completing the course.

6. **Effective Date.** The tuition reimbursement program is a non-retroactive policy and shall go into effect on the date of the ratification of this contract.

The City makes no commitment to provide for the total cost of a higher education course or for all courses leading to a degree. Each course shall be evaluated separately on its merit by the Department Director and the City Administrator to determine eligibility for tuition and related expense reimbursement. Doctoral or PhD level classes and degree programs are not eligible for reimbursement. To be eligible for reimbursement, the course must also be a course or program offered by an accredited college or university.

## **H. BILINGUAL PAY**

Employees who are proficient in an approved second language will be paid One Thousand Five Hundred and No/100 Dollars (\$1,500.00) per calendar year, payable in the second check in November. In order for an employee to collect bilingual pay, the employee must be actively employed in November. The Department Director will determine whether bilingual skills are needed based upon the interaction of the department with the public. If bilingual skills are needed, the Department Director will determine which languages are “approved” based upon the needs of the department as they relate to the demographics of Grand Island.

A test will be given by the Human Resources Department to test the proficiency of the employees in each approved language before an employee is eligible for bilingual pay. The bilingual test will measure, among other things, an employee's conversational ability.

Bilingual pay will be prorated based on the employee's average hours worked. An employee that is hired as an interpreter will not be eligible for bilingual pay.

#### **I. VOLUNTARY EMPLOYEE BENEFITS ASSOCIATION (VEBA)**

All employees will be eligible to participate in the group VEBA. A contribution will be made on the employee's behalf each pay period in the amount of Twenty and No/100 Dollars (\$20.00). Employees will have access to the money in their VEBA account for eligible medical expenses upon termination with the City.

#### **J. UNIFORMS**

The City shall provide for new Community Service Officer (CSO) employees covered under this contract upon hire, uniform items consisting of: two (2) long sleeved shirts; two (2) short sleeved shirts; two (2) pairs of pants; two (2) pairs of shorts; one (1) hat or visor; and one (1) coat.

The City shall provide a uniform allowance to be paid at the rate of Twenty-Five Dollars (\$25.00) per pay period per full-time employee. The City shall provide and replace, to each CSO covered by this agreement, equipment specific to the position.

The employee will be responsible for the replacement of unserviceable garments. Replacement garments shall meet departmental uniform standards. Management reserves the right to mandate the replacement of unserviceable garments.

The City shall provide for new Police Record Clerk employees covered under this contract upon hire, uniform items consisting of three (3) short sleeve shirts. Upon completion of the employee introductory period, the City shall provide two (2) additional short sleeve shirts. Thereafter, the City shall provide two (2) short sleeve shirts annually. A Police Record Clerk may substitute one (1) short sleeve shirt for a jacket provided the employee pays the cost difference.

### **ARTICLE XVII - MANAGEMENT RIGHTS**

#### **A. OPERATION IN BEST INTEREST OF CITY**

The City has endorsed the practices and procedures of collective bargaining as an orderly way to conduct its relations with this group of employees, provided, that the City, acting through its chief administrative officer, retains the right to effectively operate in a reasonable and efficient manner to serve the best interests of all the citizens of the City.

#### **B. STATUTORY AND ORDINANCE RIGHTS**



This agreement in no way changes the power of the City to exercise any and all powers vested in it by the statutes of the State of Nebraska and the Grand Island City Code except as limited by the terms of this agreement and the principles of collective bargaining and labor law.

### **C. OTHER RIGHTS**

It is understood and agreed that the City possesses the sole right to operate and conduct municipal functions and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of this contract. These rights include but are not limited to the following:

- a. Discipline or discharge for matters arising under this agreement or the City's Personnel Rules and Regulations.
- b. Direct the work force.
- c. Hire, assign, or transfer employees.
- d. Determine the mission of the City.
- e. Determine the methods, means, number of personnel needed to carry out the City's mission.
- f. Introduce new or improved methods or facilities.
- g. Change existing methods or facilities.
- h. Contract out for goods or services.
- i. Reductions in workforce in the best interests of the City.
- j. The right to classify jobs and allocate individual employees to appropriate classifications based upon duty assignment.

### **D. PRIOR AGREEMENTS SUPERSEDED**

This document constitutes the sole and complete arrangement between the parties. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. Any prior commitment or agreement between the employer and the Union or any individual employee covered by this agreement is hereby superseded.

### **E. MATTERS NOT MENTIONED**

Any and all matters not specifically mentioned in this agreement are reserved to the City. Such matters reserved to the City and all matters specified in Paragraph "C" above (except "a",

covering discipline and discharge for just cause) as management rights shall not be subject to the grievance procedures or negotiations during the life of this agreement. Matters that are mandatory topics of collective bargaining under applicable law will not be amended without mutual agreement during the term of this contract. All provisions of Chapters One, Two, and Three of the City Personnel Rules and Regulations now in effect not in conflict with this contract are by this reference made a part of this Agreement and shall not be amended unless agreed upon by both the Union and the City.

#### **F. INDUSTRIAL RELATIONS**

All industrial relations functions of the City shall be handled by the Mayor or his or her designated representative. The Union will not approve or encourage its membership to engage in industrial relations functions with anyone other than the Mayor or his or her designated representative.

#### **G. PERSONNEL FUNCTIONS**

All personnel functions of the City shall be handled by a duly designated representative of the Mayor or Chief Administrative Officer. The Union agrees that it shall deal with the City only through the Chief Administrative Officer, or his or her designated representative.

#### **H. MEMBERS OF CITY COUNCIL**

The Union and its membership agree that it will not contact or deal with any of the members of the City Council concerning any aspects of negotiations, grievances, or any other relationship between the Union and the City.

### **ARTICLE XVIII - GENERAL PROVISIONS**

1. a. No representative of the Union shall be permitted to come on any job site of the City for any reason without first presenting his or her credentials to the Mayor or Department Director, and obtaining permission to come on the job site of the City. Such permission shall not be unreasonably withheld.

b. Stewards shall be selected by the Union to conduct lawful functions on behalf of the employees in the bargaining unit. The Union shall furnish the City with the names of any stewards selected. All stewards shall be regular full time employees of the City. Stewards shall report to the department director or the director's designee prior to leaving work to perform the steward's duties and upon the return to work after performing such duties. Time off to perform such duties is not an unlimited right and reasonable restrictions may be imposed by the City consistent with this contract and applicable labor laws. Such leave will be without pay unless the employees requests to use accumulated vacation or personal leave.

2. The Union agrees that it or its members will not solicit membership in the Union or otherwise carry on Union activities during working hours.

3. The City agrees not to discriminate against any employee on the basis of race, creed, color, sex, age, or national origin, as provided by law.

4. The City and the Union agree not to interfere with the right of employees to become or not to become members of the Union, and further, that there shall be no discrimination or coercion against any employee because of union membership or non-membership.

5. The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any individual, group, or organization for the purpose of undermining the Union or which is in conflict with this agreement.

6. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under this Article. This Article shall become null and void for the remaining life of the contract, effective immediately, in the event the union or its members participate in a strike, slowdown, work stoppage, or other intentional interruption of operation.

#### **ARTICLE XIX - STRIKES AND LOCKOUTS**

1. Neither the Union nor any of its officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the City, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be summarily discharged or disciplined by the City.

2. The City will not lock out any employees during the term of the agreement as a result of a labor dispute with the union.

#### **ARTICLE XX - DURATION OF CONTRACT**

1. All of the terms, rights, obligations, benefits and conditions of this agreement will expire on its termination.

2. This agreement shall continue in full force and effect until Midnight on September 30, 2024.

Negotiations for a new agreement to take effect upon the termination of this agreement may begin on January 1st of the year of termination of this agreement with the expectation to start no later than February 1st of that year and the expectation is that it be completed no later than April 30<sup>th</sup> for budget preparation purposes unless an extension is agreed to by both the Union and the City.

## ARTICLE XXI- GENERAL PROVISIONS FOR UNION ACTIVITY

### A. PAYROLL DEDUCTION

Upon receipt of a properly executed written request for payroll deduction of Union membership dues signed by any regular permanent employee, the Department shall: (1) make payroll deductions in accordance with that authorization card from such employee's wages and payments, and (2) remit the amount so deducted to the business manager of Local 1597, I.B.E.W. of America. The City will not withhold any initiation fees, assessments, special or otherwise, nor any funds from an employee's pay for the benefit of the Union other than the regular monthly Union dues as set forth herein.

### B. REQUEST FORMS

Requests for payroll deduction or revocation of said Union membership dues must be made on the form approved by the Union and the Department.

### C. UNION CERTIFICATION

By written certification, the business manager of the I.B.E.W. shall keep the Department currently informed of the amount of regular Union membership dues for the pay period. Standard annual dues increases shall not require new authorization cards from each employee.

### D. INDEMNIFICATION

The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the City for the purpose of complying with the provisions of this part, or in reliance on any dues deduction card furnished under the provisions of this part or on any certification by the business manager of the I.B.E.W.

### E. STRIKES, ETC.

This Article shall become null and void for the remaining life of the contract, effective immediately, in the event the Union or its members participate in a strike, slowdown, work stoppage, or other intentional interruption of the City operations.

### F. UNION TIME

The City will allow Union Officers, and members of the negotiation, retirement and safety committees (only) to use City email, City interoffice mail, and on-duty time for face-to-face conversations and phone calls to discuss Union matters with Human Resources, City Administration and Department Directors or designees. Such matters include but are not limited to grievances, scheduling of hearings and negotiation sessions and answering questions from Human Resources, City Administration and Department Directors or designees.

## **ARTICLE XXII- SEVERABILITY**

If any of the provisions of agreement are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of the agreement shall remain full force and effect for the duration of the agreement. Both parties shall then meet and attempt to negotiate a substitute.

It is understood and agreed that payment of future rates is contingent upon the City adopting budget statements and appropriations or ordinances sufficient to fund such payments and salary ordinances authorizing such payments. The union acknowledges that the City must comply with the Nebraska Budget Act.

## **ARTICLE XXIII - SCOPE OF AGREEMENT**

### **A. COMPLETE AGREEMENT**

The parties mutually agree that this contract constitutes the entire Agreement and understanding concerning all proper subjects of collective bargaining for the duration of the contract between the parties and supersedes all previous agreements. This contract shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties. There are no oral agreements nor is this Agreement based upon any oral representation covering the subject matter of this Agreement.

### **B. INTERPRETATION**

This Agreement has been executed in accordance with the statutes and the laws of the State of Nebraska and the United States of America, and any dispute, disagreement, or litigation arising under this Agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska and of the United States of America.

### **C. NEGOTIATIONS**

The parties agree that the negotiations preceding the signing of this Agreement included negotiations on all proper subjects of bargaining and that all negotiations were conducted in accordance with all applicable federal and state requirements.

## **ARTICLE XXIV - C.I.R. WAIVER**

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations (CIR) alleging lack of comparability with respect to any wages, fringe benefits or any

other conditions of employment with respect to the time period between October 1, 20~~18~~<sup>21</sup>  
through September 30, 202~~14~~<sup>4</sup>.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF GRAND ISLAND, NEBRASKA, A MUNICIPAL CORPORATION

BY \_\_\_\_\_  
~~JEREMY L. JENSEN~~ ROGER G. STEELE, MAYOR

ATTEST \_\_\_\_\_ Dated \_\_\_\_\_  
RANAE EDWARDS, CITY CLERK

I.B.E.W. LOCAL No. 1597

BY \_\_\_\_\_ Dated \_\_\_\_\_  
PRESIDENT LOCAL No. 1597

\_\_\_\_\_  
CHIEF STEWARD LOCAL No. 1597

## EXHIBIT A

## IBEW SERVICE/CLERICAL FINANCE – FY 2021/2022

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ACCT CLERK	HOURLY	18.1313	19.1189	20.1602	21.2582	22.4160	23.6370	24.9243	26.2818
1003	BIWEEKLY	1,450.50	1,529.51	1,612.82	1,700.66	1,793.28	1,890.96	1,993.94	2,102.54
	MONTHLY	3,142.75	3,313.94	3,494.44	3,684.76	3,885.44	4,097.08	4,320.20	4,555.50
	ANNUAL	37,713.00	39,767.26	41,933.32	44,217.16	46,625.28	49,164.96	51,842.44	54,666.04

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ACCT TECH STR	HOURLY	21.7231	22.5823	23.4754	24.4039	25.3691	26.3725	27.4156	28.4998
1005	BIWEEKLY	1,737.85	1,806.58	1,878.03	1,952.31	2,029.53	2,109.80	2,193.25	2,279.98
	MONTHLY	3,765.34	3,914.26	4,069.07	4,230.01	4,397.32	4,571.23	4,752.04	4,939.96
	ANNUAL	45,184.10	46,971.08	48,828.78	50,760.06	52,767.78	54,854.80	57,024.50	59,279.48

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ADM AST BLDG	HOURLY	20.4435	21.5295	22.6735	23.8781	25.1467	26.4827	27.8898	29.3215
1008	BIWEEKLY	1,635.48	1,722.36	1,813.88	1,910.25	2,011.74	2,118.62	2,231.18	2,345.72
	MONTHLY	3,543.54	3,731.78	3,930.07	4,138.88	4,358.77	4,590.34	4,834.22	5,082.39
	ANNUAL	42,522.48	44,781.36	47,160.88	49,666.50	52,305.24	55,084.12	58,010.68	60,988.72

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ADMIN ASST FIRE	HOURLY	20.4435	21.5295	22.6735	23.8781	25.1467	26.4827	27.8898	29.3215
1010	BIWEEKLY	1,635.48	1,722.36	1,813.88	1,910.25	2,011.74	2,118.62	2,231.18	2,345.72
	MONTHLY	3,543.54	3,731.78	3,930.07	4,138.88	4,358.77	4,590.34	4,834.22	5,082.39
	ANNUAL	42,522.48	44,781.36	47,160.88	49,666.50	52,305.24	55,084.12	58,010.68	60,988.72

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ADMIN ASST PLAN	HOURLY	20.4435	21.5295	22.6735	23.8781	25.1467	26.4827	27.8898	29.3215
1011	BIWEEKLY	1,635.48	1,722.36	1,813.88	1,910.25	2,011.74	2,118.62	2,231.18	2,345.72
	MONTHLY	3,543.54	3,731.78	3,930.07	4,138.88	4,358.77	4,590.34	4,834.22	5,082.39
	ANNUAL	42,522.48	44,781.36	47,160.88	49,666.50	52,305.24	55,084.12	58,010.68	60,988.72

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ADMIN ASST PW	HOURLY	21.6005	22.7778	24.0194	25.3285	26.7090	28.1648	29.6999	31.2640
1012	BIWEEKLY	1,728.04	1,822.22	1,921.55	2,026.28	2,136.72	2,253.18	2,375.99	2,501.12
	MONTHLY	3,744.09	3,948.14	4,163.36	4,390.27	4,629.56	4,881.89	5,147.98	5,419.09
	ANNUAL	44,929.04	47,377.72	49,960.30	52,683.28	55,554.72	58,582.68	61,775.74	65,029.12

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
AUDIO VIDEO TEC	HOURLY	24.4873	25.5477	26.6540	27.8083	29.0125	30.2688	31.5795	32.9470
1020	BIWEEKLY	1,958.98	2,043.82	2,132.32	2,224.66	2,321.00	2,421.50	2,526.36	2,635.76
	MONTHLY	4,244.46	4,428.28	4,620.03	4,820.10	5,028.83	5,246.58	5,473.78	5,710.81
	ANNUAL	50,933.48	53,139.32	55,440.32	57,841.16	60,346.00	62,959.00	65,685.36	68,529.76

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BLD INSPECTOR	HOURLY	24.0080	25.4375	26.9521	28.5568	30.2571	32.0586	33.9674	35.9899
1025	BIWEEKLY	1,920.64	2,035.00	2,156.17	2,284.54	2,420.57	2,564.69	2,717.39	2,879.19
	MONTHLY	4,161.39	4,409.17	4,671.70	4,949.84	5,244.57	5,556.83	5,887.68	6,238.25
	ANNUAL	49,936.64	52,910.00	56,060.42	59,398.04	62,934.82	66,681.94	70,652.14	74,858.94

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PBL SFTY DSPTCH	HOURLY	21.7901	22.6759	23.5978	24.5572	25.5555	26.5945	27.6757	28.8008
1035	BIWEEKLY	1,743.21	1,814.07	1,887.82	1,964.58	2,044.44	2,127.56	2,214.06	2,304.06
	MONTHLY	3,776.96	3,930.49	4,090.28	4,256.59	4,429.62	4,609.71	4,797.13	4,992.13
	ANNUAL	45,323.46	47,165.82	49,083.32	51,079.08	53,155.44	55,316.56	57,565.56	59,905.56



## EXHIBIT A

## IBEW SERVICE/CLERICAL FINANCE – FY 2021/2022

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PBL SFTY DS/911	HOURLY	21.7901	22.6759	23.5978	24.5572	25.5555	26.5945	27.6757	28.8008
1037	BIWEEKLY	1,743.21	1,814.07	1,887.82	1,964.58	2,044.44	2,127.56	2,214.06	2,304.06
	MONTHLY	3,776.96	3,930.49	4,090.28	4,256.59	4,429.62	4,609.71	4,797.13	4,992.13
	ANNUAL	45,323.46	47,165.82	49,083.32	51,079.08	53,155.44	55,316.56	57,565.56	59,905.56

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PBL SFTY DS/WRLS	HOURLY	21.7901	22.6759	23.5978	24.5572	25.5555	26.5945	27.6757	28.8008
1038	BIWEEKLY	1,743.21	1,814.07	1,887.82	1,964.58	2,044.44	2,127.56	2,214.06	2,304.06
	MONTHLY	3,776.96	3,930.49	4,090.28	4,256.59	4,429.62	4,609.71	4,797.13	4,992.13
	ANNUAL	45,323.46	47,165.82	49,083.32	51,079.08	53,155.44	55,316.56	57,565.56	59,905.56

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
CASHIER	HOURLY	18.6247	19.4895	20.3946	21.3418	22.3328	23.3698	24.4551	25.5908
1039	BIWEEKLY	1,489.98	1,559.16	1,631.57	1,707.34	1,786.62	1,869.58	1,956.41	2,047.26
	MONTHLY	3,228.29	3,378.18	3,535.07	3,699.24	3,871.01	4,050.76	4,238.89	4,435.73
	ANNUAL	38,739.48	40,538.16	42,420.82	44,390.84	46,452.12	48,609.08	50,866.66	53,228.76

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
COM SERV OFFCR	HOURLY	17.5592	18.4276	19.3389	20.2953	21.2990	22.3523	23.4577	24.6211
1043	BIWEEKLY	1,404.74	1,474.21	1,547.11	1,623.62	1,703.92	1,788.18	1,876.62	1,969.69
	MONTHLY	3,043.60	3,194.12	3,352.07	3,517.84	3,691.83	3,874.39	4,066.01	4,267.66
	ANNUAL	36,523.24	38,329.46	40,224.86	42,214.12	44,301.92	46,492.68	48,792.12	51,211.94

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
COMPUTER TECH	HOURLY	25.5128	26.8652	28.2892	29.7888	31.3679	33.0306	34.7815	36.6251
1055	BIWEEKLY	2,041.02	2,149.22	2,263.14	2,383.10	2,509.43	2,642.45	2,782.52	2,930.01
	MONTHLY	4,422.21	4,656.64	4,903.47	5,163.38	5,437.10	5,725.31	6,028.79	6,348.36
	ANNUAL	53,066.52	55,879.72	58,841.64	61,960.60	65,245.18	68,703.70	72,345.52	76,180.26

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
CRIME ANALYST	HOURLY	25.1338	26.0714	27.0440	28.0529	29.0994	30.1849	31.3109	32.4789
1057	BIWEEKLY	2,010.70	2,085.71	2,163.52	2,244.23	2,327.95	2,414.79	2,504.87	2,598.31
	MONTHLY	4,356.52	4,519.04	4,687.63	4,862.50	5,043.89	5,232.05	5,427.22	5,629.67
	ANNUAL	52,278.20	54,228.46	56,251.52	58,349.98	60,526.70	62,784.54	65,126.62	67,556.06

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ELEC INSPECTOR	HOURLY	24.1752	25.5813	27.0692	28.6436	30.3096	32.0725	33.9380	35.9119
1065	BIWEEKLY	1,934.02	2,046.50	2,165.54	2,291.49	2,424.77	2,565.80	2,715.04	2,872.95
	MONTHLY	4,190.38	4,434.08	4,692.00	4,964.90	5,253.67	5,559.23	5,882.59	6,224.73
	ANNUAL	50,284.52	53,209.00	56,304.04	59,578.74	63,044.02	66,710.80	70,591.04	74,696.70

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
EMER MGM COORD	HOURLY	21.5894	22.7621	23.9986	25.3021	26.6765	28.1256	29.6533	31.2640
1070	BIWEEKLY	1,727.15	1,820.97	1,919.89	2,024.17	2,134.12	2,250.05	2,372.26	2,501.12
	MONTHLY	3,742.16	3,945.44	4,159.76	4,385.70	4,623.93	4,875.11	5,139.90	5,419.09
	ANNUAL	44,905.90	47,345.22	49,917.14	52,628.42	55,487.12	58,501.30	61,678.76	65,029.12

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ENG TECH PW	HOURLY	24.1683	25.3849	26.6629	28.0052	29.4151	30.8959	32.4513	34.0850
1075	BIWEEKLY	1,933.46	2,030.79	2,133.03	2,240.42	2,353.21	2,471.67	2,596.10	2,726.80
	MONTHLY	4,189.16	4,400.05	4,621.57	4,854.24	5,098.62	5,355.29	5,624.88	5,908.07
	ANNUAL	50,269.96	52,800.54	55,458.78	58,250.92	61,183.46	64,263.42	67,498.60	70,896.80

## EXHIBIT A

## IBEW SERVICE/CLERICAL FINANCE – FY 2021/2022

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
EVIDENCE TECH	HOURLY	20.2408	21.3532	22.5268	23.7649	25.0710	26.4489	27.9025	29.4361
1080	BIWEEKLY	1,619.26	1,708.26	1,802.14	1,901.19	2,005.68	2,115.91	2,232.20	2,354.89
	MONTHLY	3,508.40	3,701.23	3,904.64	4,119.25	4,345.64	4,584.47	4,836.43	5,102.26
	ANNUAL	42,100.76	44,414.76	46,855.64	49,430.94	52,147.68	55,013.66	58,037.20	61,227.14

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
GIS COORDINATOR	HOURLY	31.0713	32.9450	34.9315	37.0378	39.2712	41.6393	44.1502	46.8124
1090	BIWEEKLY	2,485.70	2,635.60	2,794.52	2,963.02	3,141.70	3,331.14	3,532.02	3,744.99
	MONTHLY	5,385.68	5,710.47	6,054.79	6,419.88	6,807.02	7,217.47	7,652.71	8,114.15
	ANNUAL	64,628.20	68,525.60	72,657.52	77,038.52	81,684.20	86,609.64	91,832.52	97,369.74

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MAINT WRK I BLD	HOURLY	17.1541	18.0276	18.9457	19.9105	20.9244	21.9900	23.1098	24.2867
1095	BIWEEKLY	1,372.33	1,442.21	1,515.66	1,592.84	1,673.95	1,759.20	1,848.78	1,942.94
	MONTHLY	2,973.38	3,124.79	3,283.93	3,451.15	3,626.89	3,811.60	4,005.69	4,209.70
	ANNUAL	35,680.58	37,497.46	39,407.16	41,413.84	43,522.70	45,739.20	48,068.28	50,516.44

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MAINT WRK I POL	HOURLY	17.1541	18.0276	19.2517	19.9105	20.9244	21.9900	23.1098	24.2867
1097	BIWEEKLY	1,372.33	1,442.21	1,540.14	1,592.84	1,673.95	1,759.20	1,848.78	1,942.94
	MONTHLY	2,973.38	3,124.79	3,336.97	3,451.15	3,626.89	3,811.60	4,005.69	4,209.70
	ANNUAL	35,680.58	37,497.46	40,043.64	41,413.84	43,522.70	45,739.20	48,068.28	50,516.44

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MAINT WRK I LBR	HOURLY	17.1541	18.0276	18.9457	19.9105	20.9244	21.9900	23.1098	24.2867
1098	BIWEEKLY	1,372.33	1,442.21	1,515.66	1,592.84	1,673.95	1,759.20	1,848.78	1,942.94
	MONTHLY	2,973.38	3,124.79	3,283.93	3,451.15	3,626.89	3,811.60	4,005.69	4,209.70
	ANNUAL	35,680.58	37,497.46	39,407.16	41,413.84	43,522.70	45,739.20	48,068.28	50,516.44

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MAINT WRKII BLD	HOURLY	20.1627	21.0372	21.9495	22.9013	23.8945	24.9308	26.0119	27.1401
1100	BIWEEKLY	1,613.02	1,682.98	1,755.96	1,832.10	1,911.56	1,994.46	2,080.95	2,171.21
	MONTHLY	3,494.88	3,646.46	3,804.58	3,969.55	4,141.71	4,321.33	4,508.73	4,704.29
	ANNUAL	41,938.52	43,757.48	45,654.96	47,634.60	49,700.56	51,855.96	54,104.70	56,451.46

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MAINT WRKII POL	HOURLY	20.1627	21.0372	21.9495	22.9013	23.8945	24.9308	26.0119	27.1401
1101	BIWEEKLY	1,613.02	1,682.98	1,755.96	1,832.10	1,911.56	1,994.46	2,080.95	2,171.21
	MONTHLY	3,494.88	3,646.46	3,804.58	3,969.55	4,141.71	4,321.33	4,508.73	4,704.29
	ANNUAL	41,938.52	43,757.48	45,654.96	47,634.60	49,700.56	51,855.96	54,104.70	56,451.46

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MAINT WRKII LIB	HOURLY	20.1627	21.0372	21.9495	22.9013	23.8945	24.9308	26.0119	27.1401
1102	BIWEEKLY	1,613.02	1,682.98	1,755.96	1,832.10	1,911.56	1,994.46	2,080.95	2,171.21
	MONTHLY	3,494.88	3,646.46	3,804.58	3,969.55	4,141.71	4,321.33	4,508.73	4,704.29
	ANNUAL	41,938.52	43,757.48	45,654.96	47,634.60	49,700.56	51,855.96	54,104.70	56,451.46

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ADMIN ASST PRK	HOURLY	20.4435	21.5295	22.6735	23.8781	25.1467	26.4827	27.8898	29.3215
1105	BIWEEKLY	1,635.48	1,722.36	1,813.88	1,910.25	2,011.74	2,118.62	2,231.18	2,345.72
	MONTHLY	3,543.54	3,731.78	3,930.07	4,138.88	4,358.77	4,590.34	4,834.22	5,082.39
	ANNUAL	42,522.48	44,781.36	47,160.88	49,666.50	52,305.24	55,084.12	58,010.68	60,988.72

## EXHIBIT A

## IBEW SERVICE/CLERICAL FINANCE – FY 2021/2022

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PAYROLL CLERK	HOURLY	21.2139	22.2877	23.4159	24.6011	25.8464	27.1547	28.5292	29.9773
1107	BIWEEKLY	1,697.11	1,783.02	1,873.27	1,968.09	2,067.71	2,172.38	2,282.34	2,398.18
	MONTHLY	3,677.07	3,863.21	4,058.75	4,264.20	4,480.04	4,706.82	4,945.07	5,196.06
	ANNUAL	44,124.86	46,358.52	48,705.02	51,170.34	53,760.46	56,481.88	59,340.84	62,352.68

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PLANS EXAMINER	HOURLY	23.9582	25.3916	26.9108	28.5210	30.2274	32.0360	33.9527	35.9899
1120	BIWEEKLY	1,916.66	2,031.33	2,152.86	2,281.68	2,418.19	2,562.88	2,716.22	2,879.19
	MONTHLY	4,152.76	4,401.22	4,664.53	4,943.64	5,239.41	5,552.91	5,885.14	6,238.25
	ANNUAL	49,833.16	52,814.58	55,974.36	59,323.68	62,872.94	66,634.88	70,621.72	74,858.94

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PLMB/MCH INSP	HOURLY	24.1864	25.5562	27.0035	28.5328	30.1485	31.8559	33.6600	35.5663
1127	BIWEEKLY	1,934.91	2,044.50	2,160.28	2,282.62	2,411.88	2,548.47	2,692.80	2,845.30
	MONTHLY	4,192.31	4,429.75	4,680.61	4,945.68	5,225.74	5,521.69	5,834.40	6,164.82
	ANNUAL	50,307.66	53,157.00	56,167.28	59,348.12	62,708.88	66,260.22	70,012.80	73,977.80

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
POL REC CLRK	HOURLY	18.0813	19.0109	19.9882	21.0158	22.0962	23.2320	24.4263	25.6821
1130	BIWEEKLY	1,446.50	1,520.87	1,599.06	1,681.26	1,767.70	1,858.56	1,954.10	2,054.57
	MONTHLY	3,134.08	3,295.22	3,464.63	3,642.73	3,830.02	4,026.88	4,233.88	4,451.57
	ANNUAL	37,609.00	39,542.62	41,575.56	43,712.76	45,960.20	48,322.56	50,806.60	53,418.82

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ACCTS PAY CLERK	HOURLY	20.4525	21.4894	22.5787	23.7234	24.9259	26.1896	27.5173	28.9122
1135	BIWEEKLY	1,636.20	1,719.15	1,806.30	1,897.87	1,994.07	2,095.17	2,201.38	2,312.98
	MONTHLY	3,545.10	3,724.83	3,913.65	4,112.05	4,320.49	4,539.54	4,769.66	5,011.46
	ANNUAL	42,541.20	44,697.90	46,963.80	49,344.62	51,845.82	54,474.42	57,235.88	60,137.48

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SHOOTRANGE OPER	HOURLY	26.6273	27.7812	28.9851	30.2412	31.5517	32.9190	34.3454	35.8338
1140	BIWEEKLY	2,130.18	2,222.50	2,318.81	2,419.30	2,524.14	2,633.52	2,747.63	2,866.70
	MONTHLY	4,615.39	4,815.42	5,024.09	5,241.82	5,468.97	5,705.96	5,953.20	6,211.18
	ANNUAL	55,384.68	57,785.00	60,289.06	62,901.80	65,627.64	68,471.52	71,438.38	74,534.20

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SHT RNG OPR RFL	HOURLY	26.6273	27.7812	28.9851	30.2412	31.5517	32.9190	34.3454	35.8338
1141	BIWEEKLY	2,130.18	2,222.50	2,318.81	2,419.30	2,524.14	2,633.52	2,747.63	2,866.70
	MONTHLY	4,615.39	4,815.42	5,024.09	5,241.82	5,468.97	5,705.96	5,953.20	6,211.18
	ANNUAL	55,384.68	57,785.00	60,289.06	62,901.80	65,627.64	68,471.52	71,438.38	74,534.20

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SR ACCT CLK	HOURLY	20.2854	21.3340	22.4368	23.5968	24.8166	26.0995	27.4487	28.8676
1147	BIWEEKLY	1,622.83	1,706.72	1,794.94	1,887.74	1,985.33	2,087.96	2,195.90	2,309.41
	MONTHLY	3,516.13	3,697.89	3,889.04	4,090.10	4,301.55	4,523.91	4,757.78	5,003.72
	ANNUAL	42,193.58	44,374.72	46,668.44	49,081.24	51,618.58	54,286.96	57,093.40	60,044.66

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WWTP SECR	HOURLY	20.3634	21.3913	22.4711	23.6055	24.7970	26.0488	27.3637	28.7450
1200	BIWEEKLY	1,629.07	1,711.30	1,797.69	1,888.44	1,983.76	2,083.90	2,189.10	2,299.60
	MONTHLY	3,529.65	3,707.82	3,895.00	4,091.62	4,298.15	4,515.12	4,743.05	4,982.47
	ANNUAL	42,355.82	44,493.80	46,739.94	49,099.44	51,577.76	54,181.40	56,916.60	59,789.60



RESOLUTION 2021-259

WHEREAS, pursuant to Neb. Rev. Stat., §16-201, the City Of Grand Island (City) has the authority to make all contracts and do all other acts in relation to the property and concerns of the City necessary to the exercise of its corporate powers; and

WHEREAS, an employee bargaining unit at the City of Grand Island is represented by the International Brotherhood of Electrical Workers (IBEW), Local 1597 Service/Clerical/Finance and

WHEREAS, representatives of the City and the IBEW met to negotiate a labor agreement, and

WHEREAS, the City reached an agreement with the IBEW and the agreement has been presented to City Council for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to execute the Labor Agreement by and between the City of Grand Island and the International Brotherhood of Electrical Workers, Local 1597 Service/Clerical/Finance for the period of October 1, 2021 through September 30, 2024.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 28, 2021.

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

Attest:

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

Approved as to Form	☐ _____
September 24, 2021	☐ City Attorney



# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item I-1

**#2021-260 - Consideration of Approving Proposed Blighted and Substandard Area 34 for approximately 86 Acres located West of Diers Avenue Between Faidley Avenue and State Street (The Starostka Group Unlimited)**

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

Staff Contact: Chad Nabity

RESOLUTION 2021-260

WHEREAS, on June 27, 1994, the City of Grand Island enacted Ordinance No. 8021 creating the Community Redevelopment Authority of the City of Grand Island, Nebraska, to address the need for economic development opportunities through the vehicles provided in the Nebraska Community Development law at Neb. Rev. Stat. §18-2101, et seq., as amended; and

WHEREAS, The Starostka Group Unlimited has caused to be prepared a Blight and Substandard Study for an area of referred to as Area No. 34; and

WHEREAS, Marvin Planning Associates completed such Blight and Substandard Study and has determined that the area should be declared as substandard or blighted area in need of redevelopment; and

WHEREAS, such study was presented to the Grand Island City Council on August 10, 2021, and

WHEREAS, on August 10, 2021, the Grand Island City Council referred such study to the Hall County Regional Planning Commission for review and recommendation; and

WHEREAS, the Regional Planning Commission held a public hearing and made a recommendation regarding the study at its September 1, 2021 meeting; and

WHEREAS, a public hearing to consider approval of a Blighted and Substandard designation was held on September 28, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Blight and Substandard Study for Redevelopment Area No. 34 as identified above is hereby approved, and those areas identified in said study are declared to be blighted and substandard and in need of redevelopment as contemplated in the Community Development law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 28, 2021.

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

Attest:

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

Approved as to Form	☐ _____
September 24, 2021	☐ City Attorney



# City of Grand Island

Tuesday, September 28, 2021

Council Session

## Item I-2

**#2021-261 - Consideration of Approving Amendment to the Redevelopment Plan for CRA No. 5 located at at the corner of Capital Avenue and Skypark Road (Procon Land Development LLC)**

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

Staff Contact: Chad Nabity



## RESOLUTION 2021-261

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

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

WHEREAS, the City has previously declared Redevelopment Area No. 5 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

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

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

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

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: to redevelop existing commercial/industrial property including necessary costs for acquisition, sitework and utility extensions and eligible planning expenses and fees associated with the redevelopment project and that such project would not be economically feasible without such aid as is proposed within the Redevelopment Plan. All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

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

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

Approved as to Form	☐ _____
September 24, 2021	☐ City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 5 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall set by the Community Redevelopment Authority in the redevelopment contract as follows:
  - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
  - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.
  - b. The CRA is authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.

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

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Adopted by the City Council of the City of Grand Island, Nebraska, September 28, 2021

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Roger G. Steele, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, September 28, 2021  
Council Session

## Item J-1

### **Approving Payment of Claims for the Period of September 15, 2021 through September 28, 2021**

*The Claims for the period of September 15, 2021 through September 28, 2021 for a total amount of \$5,123,978,64. A MOTION is in order.*

Staff Contact: Patrick Brown