
City of Grand Island



Tuesday, September 8, 2015
Council Session Packet

City Council:

Linna Dee Donaldson
Michelle Fitzke
Chuck Haase
Julie Hehnke
Jeremy Jones
Vaughn Minton
Mitchell Nickerson
Mike Paulick
Roger Steele
Mark Stelk

Mayor:

Jeremy L. Jensen

City Administrator:

Marlan Ferguson

City Clerk:

RaNae Edwards

7:00 PM
Council Chambers - City Hall
100 East 1st Street

Call to Order

This is an open meeting of the Grand Island City Council. The City of Grand Island abides by the Open Meetings Act in conducting business. A copy of the Open Meetings Act is displayed in the back of this room as required by state law.

The City Council may vote to go into Closed Session on any agenda item as allowed by state law.

Invocation - Pastor Stan Davis, New Life Community Church, 301 West 2nd Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

Individuals who have appropriate items for City Council consideration should complete the Request for Future Agenda Items form located at the Information Booth. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting or study session, notification of the date will be given.

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, September 8, 2015

Council Session

Item D-1

#2015-BE-5 - Consideration of Determining Benefits for Downtown Business Improvement District 2013

This item relates to Ordinance item F-2.

Staff Contact: William Clingman, Interim Finance Director

Council Agenda Memo

From: William Clingman, Interim Finance Director

Meeting: September 8, 2015

Subject: Determining Benefits for Downtown Business Improvement District 2013, Downtown and Approving the Assessments

Presenter(s): William Clingman, Interim Finance Director

Background

On August 13, 2013, the City Council adopted Ordinance No. 9435 that created Downtown Improvement District 2013 for a period of five years. The 2015-2016 Budget provides for special assessments on land and real property in the District as of January 1, 2015 in the amount of \$0.302491 per \$100 of real property. The total taxable value of \$31,564,935 provides for assessments of \$95,481. It was initially reduced to \$94,990.08 due to a property that is now owned by a tax exempt entity.

Discussion

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

October 1, 2015						
Letters from property owners of Downtown BID 2013 requesting 30% reduction in Valuation.						
Parcel ID	Name	Address	Current Taxable Valuation	Reduced Taxable Valuation	100% Assessed amount	70% Assessed amount
400143704	Wendy Alexander	123 N Locust #805	34,453	24,117	104.22	72.95
400143836	Diana Whitehead	123 N Locust #1004	63,093	44,165	190.85	133.60
400143755	Ann C Atkins	123 N Locust #904	48,108	33,676	145.52	101.86
400081075	Pedro Fernandez	721 W 1st ST	112,984	79,089	341.77	239.24
400143429	Eric Luce	123 N. Locust #501	36,602	25,621	110.72	77.50
400143720	Dennis Leonard	123 N Locust #901	25,647	17,953	77.58	54.31
400143577	Charmaine Arp	123 N Locust #607	41,754	29,228	126.30	88.41
		Totals	362,641	253,849	1,096.96	767.87

Alternatives

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

1. Approve the benefits for the District and related assessments represented in Resolution and Ordinance (A) documents, 70%, \$94,660.99.
2. Approve the benefits for the District and related assessments represented in Resolution and Ordinance (B) documents, 100%, \$94,990.08.
3. Deny the benefits and assessments.

Recommendation

City Administration recommends that the Council approve the benefits of Downtown Business Improvement District 2013 and related assessments in Ordinance (A).

Sample Motion

Board of Equalization: Move to approve the benefits accruing to Downtown Business Improvement District 2013 as presented in 2015-BE-5 (A).

Ordinance: Move to approve the assessments as provided for in the related Ordinance (A).

R E S O L U T I O N 2015-BE-5 (A)

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Downtown Business Improvement District 2013, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$94,660.99; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within Downtown Business Improvement District 2013, such benefits are the sums set opposite the several descriptions as follows:

Property Owner	Legal Description	2015/2016 CHARGES
Tallgrass Interstate Gas Transmission LLC	Centrally Assessed	21.24
Sourcegas Distribution LLC	Centrally Assessed	-
Northwestern Corporation	Centrally Assessed	4,314.47
Windstream Nebraska Inc	Centrally Assessed	3.55
Qwest Corporation	Centrally Assessed	3,369.44
At & T Communications	Centrally Assessed	16.79
At&T Mobility LLC	Centrally Assessed	23.79
NE Colorado Cellular Inc	Centrally Assessed	41.03
Sprint Nextel Wireless	Centrally Assessed	30.67
USCOC Of Nebraska/Kansas LLC-NE	Centrally Assessed	285.07
City Of G I	Original Town To The City Of Grand Island All Blks 52 & 53 & Pt Vac Kimball Ave	-
Bandasack/Chanh & Siphanh	Original Town N 100.5' E 2/3 Lt 1 Blk 54	295.72
Bandasack/Chanh & Siphanh	Original Town S 31.9' E 2/3 Of Lt 1 Blk 54	71.03

Approved as to Form ✕ _____ September 4, 2015 ✕ City Attorney

RESOLUTION 2015-BE-5 (A)

Wing Properties Inc	Original Town W 1/3 Lt 1 Blk 54	23.53
Wing Properties Inc	Original Town Lt 2 Blk 54	572.81
City Of G I	Original Town To The City Of Grand Island Lt 3 Blk 54	-
City Of G I	Original Town To The City Of Grand Island Lt 4 Blk 54	-
WayNe/John W & Teresa A	Original Town N 1/2 W 2/3 Lt 6 & N 1/2 Lt 5 Blk 54	471.42
Katrouzos/Gus G	Original Town S 60' W 1/3 Lt 5 Blk 54	86.50
Katrouzos/Gus G	Original Town S 60' W 16' E 2/3 Lt 5 Blk 54	70.57
Edwards Building Corp	Original Town E 28' S 1/2 Lt 5 & N 6' W 38' S 1/2 Lt 5 Blk 54	81.49
Edwards Building Corp	Original Town W 22' S 1/2 Lt 6 Blk 54	65.06
Wing Properties Inc	Original Town E 22' W 44' S 1/2 & E 22' Lt 6 Blk 54	392.36
Wing Properties Inc	Original Town W 1/3 Lt 7 Blk 54	315.14
Wing Properties Inc	Original Town C 1/3 Lt 7 Blk 54	306.80
Wing Properties Inc	Original Town Lt 8 & E 1/3 Of Lt 7 XC 15' X 15' X 15' Sold To City Blk 54	751.32
Nathan Detroit Inc	Original Town N 1/2 Lt 1 Blk 55	489.48
Nathan Detroit's	Original Town N 44' Of S 1/2 Lt 1 Blk 55	326.88
Irvine/Virginia	Original Town S 22' Lt 1 Blk 55	100.68
City Of G I	Original Town To The City Of Grand Island E 1/2 Lt 3 & All Lt 2 Blk 55	-
City Of G I	Original Town To The City Of Grand Island N 1/2 W 1/2 Lt 3 & N 1/2 Lt 4 Blk 55	-
Hoetfelker/Russell L	Original Town S 1/2 W 1/2 Lt 3 & S 1/2 Lt 4 Blk 55	377.58
Downtown Center LLC	Original Town N 67.5' Lt 5 Blk 55	51.15
Armstrong/Matthew E & JaNelle A	Original Town N 20' S 64.5' Lt 5 Blk 55	118.49
Erives Enterprises LLC	Original Town S 44.5' Lt 5 Blk 55	

RESOLUTION 2015-BE-5 (A)

		390.39
Famos Construction Inc	Original Town W 2/3 Lt 6 Blk 55	357.61
Campos/Arthur V & Jeanene	Original Town E 1/3 Lt 6 Blk 55	145.52
Prairie Winds Art Center Inc	Original Town W 1/3 Lt 7 Blk 55	227.47
Merchen/Terrence R	Original Town E 2/3 Lt 7 Blk 55	853.60
T W Ziller Properties LLC	Original Town W 1/3 Lt 8 Blk 55	159.69
T W Ziller Properties LLC	Original Town C 1/3 Lt 8 Blk 55	160.02
T W Ziller Properties LLC	Original Town E 1/3 Lt 8 Blk 55	451.48
Downtown Center LLC	Original Town N 68' Lt 1 & All Lt 2 & E 1/2 Lt 3 Blk 56	171.89
Downtown Center LLC	Original Town N 22' S 42' & W 6' S 20' Lt 1 Blk 56	15.41
Downtown Center LLC	Original Town N 22' S 64' Lt 1 Blk 56	14.24
Downtown Center LLC	Original Town S 20' E 60' Lt 1 Blk 56	11.77
City Of G I	Original Town To The City Of Grand Island All Lt 4 & W 1/2 Lt 3 Blk 56	-
Mayhew/Carl & Susan A	Original Town W 1/3 Lt 5 Blk 56	278.65
Trintown LLC	Original Town E 2/3 Lt 5 Blk 56	453.34
Pohl/Helen E & James A	Original Town Lt 6 Blk 56	327.93
Johnson/Duane A & Dee Ann	Original Town Lt 7 Blk 56	373.46
Downtown Center LLC	Original Town Lt 8 Blk 56	4,934.52
City Of G I Park Lot	Original Town To The City Of Grand Island N 1/2 Lt 1 & All Lts 2-3 & 4 Blk 57	-
J & B Rentals LLC	Ziller Sub Lt 1	597.88
The Grand Foundation, Inc	Original Town To The City Of Grand Island E 2/3 Lt 6 Blk 57	-
T & S Land Development, LLC	Original Town Lt 7 Blk 57	939.90
Overland Building Corp	Original Town Lt 8 Blk 57	

RESOLUTION 2015-BE-5 (A)

		1,158.84
Firstier Bank National Assoc	Original Town Lts 1 & 2 Blk 58	323.18
Firstier Bank National Assoc	Original Town N 1/2 Lt 4 & N 1/2 Lt 3 Blk 58	116.53
Firstier Bank National Assoc	Original Town Lt 5 & W 22' Lt 6 Blk 58	1,592.98
Firstier Bank National Assoc	Original Town S 1/2 Lt 3 & S 1/2 Lt 4 Blk 58	123.72
Stelk/Mark D	Jensen Sub Lt 1	154.65
Calderon/Eliseo & Jessica	Original Town W 1/3 Lt 7 Blk 58	239.15
Lindner-Bombeck Trustee/Marilyn A	Original Town C 1/3 Lt 7 Blk 58	323.08
Galvan/Jesus G & Victoria	Prensa Latina Sub Lt 1	102.87
Calderon/Eliseo & Jessica	Prensa Latina Sub Lt 2	103.83
Stelk/Mark D	Prensa Latina Sub Lt 4	321.93
Stelk/Mark D & Wanda L	Prensa Latina Sub Lt 3	398.64
Mead Building Centers	Original Town N 102.5' Lt 1 & All Lt 2 Blk 59	284.57
H & H Land Co	Original Town S 29.5' Lt 1 Blk 59	19.09
Third City Archers Inc	Original Town S 99' Lt 4 & All Lt 3 Blk 59	269.20
Mead Building Centers	Original Town N 33' Lt 4 Blk 59	144.98
Berta/Gary & Billie	Original Town Lt 5 Blk 59	566.77
Fe/Mision Cristiana Amor Y	Original Town E 23' W 46' Lt 6 Blk 59	183.96
Gerdes/Larry C & Mary Ann	Original Town W 23' Lt 6 Blk 59	183.00
Berta/Gary J & Billie J	Original Town E 20' Lt 6 & W 1/2 Lt 7 Blk 59	18.15
H & H Land Co	Original Town W 22' E 1/2 Lt 7 Blk 59	180.76
H & H Land Co	Original Town E 11' Lt 7 & All Lt 8 Blk 59	520.48
CKP LLC	Original Town Lts 1 & 2 Blk 60	

RESOLUTION 2015-BE-5 (A)

		502.92
CKP LLC	Original Town Lt 3 Blk 60	123.98
Business Properties	Original Town Lt 4 Blk 60	298.46
LB Audio LLC	Original Town Lts 5 & 6 Blk 60	736.47
Community Redevelopment~Authority	Original Town Lts 7 & 8 Blk 60	566.70
Abjal LLC	Original Town Lts 1 & 2 Blk 61	1,044.75
Abjal LLC	Original Town Lts 3 & 4 Blk 61	858.69
Junebug2 LLC	Original Town Lt 5 Blk 61	704.83
Hansen Properties LLC	Original Town Lts 6-7 & 8 Blk 61	809.87
D & A Investments LLC	Original Town S 44' Lt 1 Blk 62	194.96
D & A Investments LLC	Original Town N 88' Lt 1 Blk 62	514.32
D & A Investments LLC	Original Town Lt 2 Blk 62	291.87
Northwestern Public Service Company	Original Town To The City Of Grand Island S 66' Lt 4 & N 66' E 57' Lt 3 & S 66' Lt 3 Blk 62	-
D & A Investments LLC	Original Town N 66' W 9' Lt 3 & N 66' Lt 4 Blk 62	155.56
Moreno/Darren M	Original Town S 1/2 W 50' Lt 5 Blk 62	93.51
Midwest Premier Investments LLC	Original Town N 1/2 W 50' Lt 5 Blk 62	262.08
Vogel Enterprises Ltd An Ia Corp	Original Town E 16' Lt 5 & W 1/2 Lt 6 Blk 62	63.26
Vogel Enterprises Ltd An Ia Corp	Original Town E 1/2 Lt 6 & W 1/2 Lt 7 Blk 62	378.66
Grand Island Area Habitat For~Humanity Inc	Original Town To The City Of Grand Island E 1/2 Lt 7 & All Lt 8 Blk 62	-
Old Sears Development Inc	Original Town Lts 1 & 2 Blk 63	1,144.27
Old Sears Development Inc	Original Town E 2/3 Lt 3 Blk 63	366.94
Masonic Templecraft Asso Of Gi	Original Town W 1/3 Lt 3 & E 1/3 Lt 4 Blk 63	-

RESOLUTION 2015-BE-5 (A)

Centro Cristiano Internacional	Original Town To The City Of Grand Island W 2/3 Lt 4 Blk 63	-
Wardens & Vestrymen Of St	St. Stephens Sub To The City Of Grand Island Lt 1	-
Wardens & Vestry St Stephens	St. Stephens Sub To The City Of Grand Island Lt 2	-
Hack/Monte C & Sheri S	Original Town S 88' Lt 8 Blk 63	401.63
T W Ziller Properties LLC	Original Town To The City Of Grand Island N 44' Lt 8 Blk 63	163.63
Nielsen/Thomas L & Lois E	Original Town E 1/3 Lt 1 Blk 64	412.88
Hand/Craig C	Original Town C 1/3 Lt 1 Blk 64	152.13
Bowen/Stephen T & Jacqueline E	Original Town W 1/3 Lt 1 Blk 64	195.21
Pham/Tammy	Original Town E 44' Lt 2 Blk 64	273.00
Trintown LLC	Original Town W 1/3 Lt 2 Blk 64	207.65
Double S Properties LLC	Original Town E 1/3 Lt 3 Blk 64	189.74
Saria E/Jose Isidro	Original Town W 2/3 Lt 3 Blk 64	234.09
Gerdes/Galen E & Tamera M	Original Town Lt 4 Blk 64	896.83
City Of G I	Original Town To The City Of Grand Island Lt 5 Blk 64	-
City Of G I	Original Town To The City Of Grand Island Lts 6 & 7 Blk 64	-
WagoNer/Lorna	Original Town N 22' Lt 8 Blk 64	182.13
Taylor/Terry N & Susan M	Original Town S 1/2 N 1/3 Lt 8 Blk 64	178.14
Shehein/E Lavern & Donna R	Original Town N 44' S 88' Lt 8 Blk 64	185.49
City Of G I	Original Town To The City Of Grand Island S 44' Lt 8 Blk 64	-
Edwards Building Corp	Original Town Lt 1 Blk 65	218.76
Nielsen/Thomas L & Lois E	Original Town E 1/3 Lt 2 Blk 65	167.59
Swanson/Constance K	Original Town C 1/3 Lt 2 Blk 65	157.98

RESOLUTION 2015-BE-5 (A)

Archway Partnership	Original Town W 1/3 Lt 2 Blk 65	248.12
Bartenbach Real Estate, LLC	Original Town E 1/3 Lt 3 Blk 65	163.70
Iglesia Evengelica Pentecostes Jehova	Original Town To The City Of Grand Island C 1/3 Lt 3 Blk 65	-
Brown/Janelle L A	Original Town W 1/3 Lt 3 Blk 65	143.48
Hoffer/Allen & Linda	Original Town E 1/3 Lt 4 Blk 65	289.40
Lambrech/Harriet K	Original Town W 2/3 Lt 4 Blk 65	180.67
J & B Rentals LLC	Original Town S 44' N 1/2 Lt 5 Blk 65	234.72
Taylor/Terry N & Susan M	Original Town N 22' Lt 5 Blk 65	137.29
J O Enterprises Inc	Original Town S 1/2 Lt 5 Blk 65	292.08
J & B Rentals LLC	Original Town W 1/3 Lt 6 Blk 65	89.49
T W Ziller Properties LLC	Original Town E 2/3 Lt 6 Blk 65	171.34
T W Ziller Properties LLC	Original Town W 1/2 Lt 7 Blk 65	166.09
C & S Group LLC	Original Town N 55' E 1/2 Lt 7 & N 55' Lt 8 Blk 65	50.84
C & S Group LLC	Original Town Pt W 18.9' E 1/2 Lt 7 & N 29.9' E 14.1' Lt 7 & W 29' Of C 22' Of E 1/2 Lt 7 & N 29.9' Of S 55' Lt 8 XC N 6' S 31.1' E 40' Lt 8 Blk 65	175.55
Parmley/David J	Original Town C 22' E 4' Lt 7 & C 22' Lt 8 Blk 65	288.33
C & S Group LLC	Original Town S 25.1' E 14.1' Lt 7 & S 25.1' Lt 8 & N 6' S 31.1' E 40' Lt 8 Blk 65	226.61
Garcia/Juan F & Maria Dejesus	Original Town Lts 1 & 2 Blk 66	640.38
Garcia/Maria De Jesus	Original Town W 2/3 Lt 3 XC W 17.5' Of S 44' Blk 66	257.02
Vipperman/John Fredrick	Original Town E 1/3 Lt 3 Blk 66	233.93
Duda/James G	Original Town N 88' E 1/3 Lt 4 Blk 66	240.53
Wing Properties Inc	Original Town N 88' C 1/3 Lt 4 Blk 66	298.56
Wing Empire Inc	Original Town N 80' W 1/3 Lt 4 Blk 66	

RESOLUTION 2015-BE-5 (A)

		241.97
Tower 217, LLC	Original Town W 17 1/2' S 44' Lt 3 & N 8' S 52' W 22' & S 44' Lt 4 Blk 66	301.45
Bartenbach Real Estate, LLC	Original Town W 1/3 Lt 6 & All Lt 5 Blk 66	530.90
Bartenbach Real Estate, LLC	Original Town E 2/3 Lt 6 & W 1/3 Lt 7 Blk 66	276.20
Keeshan/James E & Mary Ann	Original Town E 2/3 Lt 7 Blk 66	280.99
Procon Management Inc	Old City Hall Condominium Property Regime Unit 001 (Basement)	134.15
City Of Gi	Original Town To The City Of Grand Island N 1/2 Blk 67	-
County Of Hall Nebraska	Original Town S 1/2 Blk 67	-
City Of Grand Island	Original Town To The City Of Grand Island E 1/3 Lt 2 & All Lt 1 Blk 68	-
S & V Investments LLC	Sv Sub Lt 1	1,835.78
Plaza Square Development LLC	Original Town W 22' Lt 6 & All Lt 5 Blk 68	140.04
Smith/Jonathan M	Original Town W 6' Lt 7 & E 2/3 Lt 6 Blk 68	263.79
Smith/Jonathan M	Original Town E 60' Lt 7 Blk 68	267.37
Plate/Tim C	Original Town Lt 8 Blk 68	243.21
Westerby/Douglas M & Mikaela N	Original Town Lt 1 Blk 77	124.28
201 E 2nd LLC	Original Town Lt 2 Blk 77	70.60
201 E 2nd LLC	Original Town Lts 3 & 4 Blk 77	1,570.32
City Of Grand Island Ne	Original Town To The City Of Grand Island Lts 5-6-7-8 Blk 77	-
City Of G I	Original Town To The City Of Grand Island All Blk 78 & Vacated Alley	-
Equitable Bldg & Loan Assn/The	Original Town Lt 1 Blk 79	359.80
Equitable Bldg & Loan Assn Of GI	Original Town Lt 2 Blk 79	107.41

RESOLUTION 2015-BE-5 (A)

Equitable Bldg & Loan Assn/The	Original Town S 44' Lt 3 & S 44' Lt 4 Blk 79	1,428.40
Equitable Bldg & Loan Assn Of GI	Original Town N 26' 10.5 Lt 8 Blk 79	27.57
Equitable Bldg & Loan Assn Of GI	Original Town S 17' 1.5 N 44' Lt 8 Blk 79	15.81
Equitable Bldg & Loan Assn Of GI	Original Town S 88' Lt 8 Blk 79	95.68
O'Neill/Joseph P	Original Town E 22' Lt 4 & W 22' Lt 3 Blk 80	187.83
O'Neill/Joseph P	Original Town W 44' Lt 4 Blk 80	135.75
Northwestern Bell Tele Co	Original Town To The City Of Grand Island Lts 5-6-7 Blk 80	-
Northwestern Bell Tele Co	Original Town To The City Of Grand Island N 44' Lt 8 Blk 80	-
Huston/David C	Original Town C 1/3 Lt 8 Blk 80	364.04
Federal Bldg	Original Town To The City Of Grand Island Lts 1-2 & E 44' Lt 3 Blk 80	-
Mitchell/Derek L & Ruth E	Original Town S 44' Lt 8 Blk 80	253.14
Victory Bible Fellowship Of The	Original Town To The City Of Grand Island Lt 1 Blk 81	-
Grand Island Area Chamber Of Commerce	Original Town To The City Of Grand Island E 2/3 Lt 2 Blk 81	-
Trampe/Ronald Eugene	Original Town W 1/3 Lt 2 Blk 81	161.35
Kansas Ne Assoc Of Seventh Day	Original Town To The City Of Grand Island E 1/3 Lt 3 Blk 81	-
Encinger Enterprises LLC	Original Town C 1/3 Lt 3 Blk 81	253.64
Krauss Enterprises LLC	Original Town W 1/3 Lt 3 & All 4 Blk 81	542.27
Mehring & Shada Properties LLC	Original Town Lt 5 Blk 81	452.70
Mehring & Shada Properties LLC	Original Town Lt 6 Blk 81	183.93
Wheeler Street PartNership	Original Town Lt 7 & S 2/3 Lt 8 Blk 81	909.46
Wheeler St PartNership	Original Town N 1/3 Lt 8 Blk 81	257.05

RESOLUTION 2015-BE-5 (A)

Grand Island Independent	Original Town Lt 1 & Pt Vac Alley Blk 82	86.74
Grand Island Independent	Original Town Lt 2 & Pt Vac Alley Blk 82	300.12
Grand Island Independent	Original Town Lt 3 & Pt Vac Alley Blk 82	86.74
Grand Island Independent	Original Town Lt 4 & Pt Vac Alley Blk 82	188.67
Grand Island Independent	Original Town Lts 5-6-7-8 & Pt Vac Alley Blk 82	2,837.53
Grand Island Hospitality LLC	Original Town Lts 1 & 2 Blk 83	402.74
Jomida Inc A NE Corp	Original Town Lts 3 & 4 Blk 83	1,030.77
Calderon/Eliseo & Jessica	Original Town N 60.35' Lt 5 Blk 83	172.81
J & B Rentals LLC	Original Town S 71.65' Lt 5 Blk 83	187.01
Mateo P/Tomas	Original Town W 2/3 Lt 6 Blk 83	257.78
Perez/Sylvia	Original Town E 1/3 Lt 6 & All Lt 7 Blk 83	295.61
Wooden/Michael Owen & Sonya Kay	Original Town E 41' N 28' Lt 8 Blk 83	138.13
Wooden/Michael Owen & Sonya Kay	Original Town Pt N 1/3 & S 2/3 Lt 8 Blk 83~	200.68
Park	Original Town To The City Of Grand Island All Blk 84	-
Gatzemeyer/James O	Original Town Lt 1 Blk 85	514.26
Gatzemeyer/James O	Original Town Lt 2 Blk 85	193.46
Hope Harbor Inc	Original Town Lts 3 & 4 Blk 85	-
Grand Island Liederkrantz	Original Town Pt Lts 1-2-3 & 4 Blk 87	304.95
City Of G I	Original Town To The City Of Grand Island All Blk 88	-
Dodge & Elk Park Lots	Original Town To The City Of Grand Island Pt Blk 89	-
Enviro-Clean Contractors Inc	Original Town N 60' Fr Lts 1 & 2 & N 60' Of E 24' Of Lt 3 Blk 89	330.64

RESOLUTION 2015-BE-5 (A)

Hall Co	Original Town To The City Of Grand Island Strip 8' X 66' & Pt Lt 8 Blk 91	-
Dominick/Audrey & Eugene	Original Town E 6' N 103' E 37' S 29' Lt 2 & All Lt 1 Blk 92	-
City Of G I	Original Town To The City Of Grand Island Lt 2 XC E 6' N 103' & E 37' S 29' Lt 2 Blk 92	-
City Of G I	Original Town To The City Of Grand Island E 50' Lt 3 Blk 92	-
City Of G I	Original Town To The City Of Grand Island W 16' Lt 3 & All Lt 4 Blk 92	-
Emery/Gregory D & CharleNe A	Campbell's Sub E 51' 8 Lts 1-2-3	92.15
Wagoner/Lorna	Campbell's Sub W 75'4 Lts 1-2-3	286.21
Hastings Grain Inspection Inc	Campbell's Sub Lts 4-5-6 & N 10' Lt 7	171.43
Hastings Grain Inspection Inc	Campbell's Sub S 12' Lt 7 & All Lt 8	245.67
Two Brothers Inc	Campbell's Sub 32' X 127' Lt 9	224.84
Hill/David C	Campbell's Sub To The City Of Grand Island Lts 10-13	430.96
Hall Co	Court House Add To The City Of Grand Island Lt 1	-
Hall Co	Court House Add To The City Of Grand Island Lt 2	-
Hall Co	Court House Add To The City Of Grand Island Lt 3	-
Hall Co	Court House Add To The City Of Grand Island Lt 4	-
County Of Hall Nebraska	Hann's Add To The City Of Grand Island N 31' Lt 2 & S 13.75' Lt 1 Blk 1~	-
County Of Hall	Hann's Fourth Add To The City Of Grand Island Lt 2	-
Loeffler/Edward A & JaNe A	Hann's Add N 14' Lt 3 & S 26' Lt 2 Blk 1~	303.91
Campbell/Hunter A H & Kathleen A	Hann's Add N 7' Pt Lt 4 & S 43' Lt 3 Blk 1~	273.07
Moreno/Reynaldo	Hann's Add E 60' Of S 50' Of Lt 4 Blk 1~~	235.61
Campbell/Kathleen A	Hann's Add W 67' Of S 50' Of Lt 4 Blk 1~	131.06
County Of Hall	Hann's Fourth Add To The City Of Grand Island Lt	

RESOLUTION 2015-BE-5 (A)

	1	-
Marsh Properties LLC	Hann's Second Add S 5' Of Lt 2 & All Lt 3 Blk 4	515.84
Williams/Casey J & Misti A	Hann's Fifth Sub Lt 2	191.77
Mueller/Robert J	Hann's Fifth Sub Lt 1	124.24
Two Brothers Inc	Hann's 3Rd Add W 111' X 118' Blk 5	465.83
Rosales-Monzon/Carlos A	Hann's 3Rd Add N 52.5' Of E 91.9' Of Blk 5	251.43
Royle/Cecilia B	Hann's 3Rd Add E 56' Of W 174' Of Blk 5	167.99
Valenzuela/Linda L	Hann's 3Rd Add S 58.5' Of E 91.9' Of Blk 5	242.56
Hoos Insurance Agency Inc	Railroad Add Lt 4 & Pt Vac St Blk 97	283.08
Sanchez/Filemon	Railroad Add N 1/2 Lt 1 Blk 98	23.03
Sanchez/Filemon	Railroad Add S 1/2 Lt 1 Blk 98	325.42
Chairman Investments LLC	Railroad Add Lt 2 Blk 98	118.92
Kuehner/Carolyn E	Railroad Add W 1/2 Lt 3 Blk 98	163.82
Schafer/Lee Ann G & Michael W	Railroad Add E 1/2 Lt 3 Blk 98	179.23
Plate/Tim C	Railroad Add N 86' Lt 4 Blk 98	95.68
Plate/Tim C	Railroad Add S 46' Lt 4 Blk 98	174.66
Plate/Tim C	Railroad Add Lt 5 Blk 98	582.99
Plate/Tim C	Railroad Add Lt 6 Blk 98	256.97
Benitez/Floriberto Sanchez	Railroad Add W 52' Lt 7 Blk 98	234.97
Sanchez/Filemon	Railroad Add E 14' Lt 7 & All Lt 8 Blk 98	464.51
Vaclavek/Lee Ann	Railroad Add Fr Lt 1 & Fr Lt 2 Blk 105	122.58
Blackstone Residence, LLC	Railroad Add Lt 3 Blk 105	216.93
Lazendorf Holdings Limited~Partnership	Railroad Add Lt 4 Blk 105	389.42

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Blackstone Residence, LLC	Railroad Add Lt 5 & Fr Lts 6 & 7 XC City Blk 105	1,125.93
Starkel/Jerid & Tracy	Railroad Add Lts 1 & 2 Blk 106	651.71
C & S Group LLC	Railroad Add Lt 3 Blk 106	214.37
Fernandez/Pedro	Railroad Add Lt 4 Blk 106	239.24
Muffler Shop Inc/The	Railroad Add Lts 1 & 2 Blk 107	452.69
Muffler Shop Inc/The	Railroad Add Lts 3 & 4 Blk 107	187.25
Lane Home Improvement	Railroad Add S 2/3 Lt 5 Blk 107	60.59
Lane Home Improvement	Railroad Add N 1/3 Lt 5 Blk 107	72.90
Midwest Premier Investments LLC	Railroad Add Lt 6 Blk 107	296.79
Midwest Premier Investments LLC	Railroad Add Lt 7 XC N 60' Of E 22' & XC E 29.54' Of S 71.50' Blk 107	218.56
Janda DDS PC/David E	Railroad Add S 72' Lt 8 & E 29.54' Of S 71.50' Lt 7 Blk 107	323.69
Clinch/John & Barbara	Railroad Add N 60' Of E 22' Lt 7 & N 60' Lt 8 Blk 107	272.40
Fox/Richard & Marilyn	Railroad Add Lts 1 & 2 Blk 108	487.35
Westgate Properties LLC	Railroad Add E 37' Lt 3 Blk 108	206.14
Douglas Bookkeeping Service Inc	Railroad Add W 29' Lt 3 & All Lt 4 Blk 108	592.93
Placke/Donald J & Janet L	Railroad Add S 88' Lt 5 Blk 108	136.68
Placke/Donald J & Janet L	Railroad Add N 44' Lt 5 Blk 108	60.69
Brewer Properties LLC	Railroad Add Lt 6 Blk 108	307.77
Bosselman Inc	Railroad Add Lts 7 & 8 Blk 108	592.34
Gilroy/David A & Carolyn J	Railroad Add S 61' Lt 1 & S 61' Lt 2 Blk 109	208.35
Haney/Thomas W & DiaNe K	Railroad Add N 71' Lt 1 & N 71' Lt 2 Blk 109~	139.44
Roebuck Enterprises, LLC	Railroad Add E 59.5' Lt 3 Blk 109	154.09

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Roebuck Enterprises, LLC	Railroad Add E 52'11 Lt 4 & W 6.5' Lt 3 Blk 109~	71.68
Lindell/Timothy C & Trina	Railroad Add E 52' 11 Of Lt 5 & All Lt 6 Blk 109	221.80
LPB, LLC	Railroad Add Lts 7 & 8 Blk 109	720.73
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 2	-
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 3	-
Hall Co	Westervelt's Sub To The City Of Grand Island N 52 1/3' Of W 150' Lt 4	-
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 5	-
County Of Hall	Westervelt's Sub To The City Of Grand Island W 86' Of E 165' Of 4 & W 86' Of E 165' Of N 48.5' Lt 5	-
County Of Hall	Westervelt's Sub To The City Of Grand Island W Pt Of N 48.5' X 150' Lt 5 & 26.17' X 150' Of W Pt Lt 4	-
Schager/Margo	Gilbert's Sub North, Part Of Blk 79, Original Town 22' X 99' Lt A	161.24
Equitable Building & Loan Assoc	Gilbert's Sub North, Part Of Blk 79, Original Town Lt B	168.39
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 102	151.39
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 103	218.92
Equitable Building & Loan Assn/The	The Yancy, A Condominium Unit 104	544.80
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201A	488.42
Devco Investment Corporation	The Yancy, A Condominium Unit 301	103.84
George/Mollie Jo	The Yancy, A Condominium Unit 302	75.41
Farr/Thomas M & Nita J	The Yancy, A Condominium Unit 303	107.26
Zins/William L	The Yancy, A Condominium Unit 304	98.83
Myers/Jon M & Chandra L	The Yancy, A Condominium Unit 305	168.40
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 401	76.64

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Artvest III, A NE General Partner	The Yancy, A Condominium Unit 402	87.44
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 403	83.95
Edwards Building Corp	The Yancy, A Condominium Unit 404	138.83
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 405	84.36
Powers/Yolanda L	The Yancy, A Condominium Unit 406	119.00
Jones/Joe T & Jaclyn R	The Yancy, A Condominium Unit 407	130.66
Luce/Eric D	The Yancy, A Condominium Unit 501	77.50
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 502	89.87
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 503	84.01
Sindelar/Kody	The Yancy, A Condominium Unit 504	106.01
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 505	84.43
Myers/Jon M & Chandra L	The Yancy, A Condominium Unit 506	119.09
Mowitz/Lynn	The Yancy, A Condominium Unit 507	134.65
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 601	77.40
Artvest III	The Yancy, A Condominium Unit 602	90.02
Shaw/Stephanie A	The Yancy, A Condominium Unit 603	120.62
Clyne/Thomas B	The Yancy, A Condominium Unit 604	97.18
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 605	84.52
Myers/Jon M	The Yancy, A Condominium Unit 606	83.60
Arp/Charmaine L	The Yancy, A Condominium Unit 607	88.41
Brundage/Lanette M	The Yancy, A Condominium Unit 701	84.63
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 702	90.14
Johnson/Margaret A	The Yancy, A Condominium Unit 703	

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		84.26
Burtscher/Jan L	The Yancy, A Condominium Unit 704	139.14
Cruickshank/Linda	The Yancy, A Condominium Unit 705	92.96
McIntrye/Craig M	The Yancy, A Condominium Unit 706	-
Vodehnal/Lloyd L	The Yancy, A Condominium Unit 707	-
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 801	77.55
Mapes & Co General Partnership	The Yancy, A Condominium Unit 802	90.23
Mapes & Co General Partnership	The Yancy, A Condominium Unit 803	98.65
Myers/Mollie A	The Yancy, A Condominium Unit 804	159.42
Alexander/Wendy L	The Yancy, A Condominium Unit 805	72.95
Nelson/Jack L	The Yancy, A Condominium Unit 806	-
Leonard/Dennis R	The Yancy, A Condominium Unit 901	54.31
Evnen/Everett A & ElaiNe S	The Yancy, A Condominium Unit 902	90.29
Evnen/Everett A & ElaiNe S	The Yancy, A Condominium Unit 903	98.71
Atkins/Ann C	The Yancy, A Condominium Unit 904	101.87
Dizmang/Tammy L	The Yancy, A Condominium Unit 905	104.28
Lind/Sharon Graves	The Yancy, A Condominium Unit 906	148.13
Todd/Linda M	The Yancy, A Condominium Unit 1001	84.81
Brundage/Lanette M	The Yancy, A Condominium Unit 1002	90.32
Gillam/Jack L & JermeY S	The Yancy, A Condominium Unit 1003	98.77
Whitehead/Diana L	The Yancy, A Condominium Unit 1004	133.59
Megard/Ruth E	The Yancy, A Condominium Unit 1005	105.56
Aden/Steven G	The Yancy, A Condominium Unit 1006	

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		-
Myers/Jon M & Chandra	The Yancy, A Condominium Unit 1101	84.93
Porto/Mark T	The Yancy, A Condominium Unit 1102	90.41
Buckley/Lynn A	The Yancy, A Condominium Unit 1103	-
Myers/Jon M & Chandra	The Yancy, A Condominium Unit 1104	151.65
Boley/Loren E	The Yancy, A Condominium Unit 1105	105.71
Aulner/Christine	The Yancy, A Condominium Unit 1106	155.78
Home Federal Savings & Loan Assn	Hann's Fourth Add Lt 3	1,860.33
Artvest III	The Yancy, A Condominium Unit 002	11.61
Artvest III	The Yancy, A Condominium Unit 001	41.95
Ellison/Roxann T	Original Town W 18.9' Of E 33' Of S 25.1' Lt 7 Blk 65	55.31
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 101	36.43
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201B	59.03
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201C	148.58
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201D	111.85
Home Federal Savings & Loan	Original Town Pt Lts 1-2-3-4-7 & All 5 & 6 & Pt Vacated Alley Blk 89	378.96
Artvest III	The Yancy, A Condominium Unit 602	60.31
Calderon/Eliseo & Jessica	Jensen Sub Lt 2	94.69
Iglesia Evangelica Pentecostes	Ziller Sub Lt 2	-
Grand Island/City Of	Westervelt's Sub To The City Of Grand Island Vacated St South Of Lt 1	-
City Of Grand Island	Original Town S 1/2 Lt 1 Blk 57	-
City Of Grand Island	Parking Ramp Sub To The City Of Grand Island Lts 1-2-& 3	-

RESOLUTION 2015-BE-5 (A)

Hill/David C	Campbell's Sub To The City Of Grand Island Lts 10 & 11	93.09
	Total Assessment	94,660.99

Adopted by the City Council of the City of Grand Island, Nebraska, on September 8, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

R E S O L U T I O N 2015-BE-5 (B)

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Downtown Business Improvement District 2013, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$94,990.08; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within Downtown Business Improvement District 2013, such benefits are the sums set opposite the several descriptions as follows:

PARCEL	OWNER	PROPERTY DESCRIPTION	AMOUNT
00000310	Tallgrass Interstate Gas Transmission LLC	Centrally Assessed	21.24
00000380	Sourcegas Distribution LLC	Centrally Assessed	-
00000450	Northwestern Corporation	Centrally Assessed	4,314.47
00000620	Windstream Nebraska Inc	Centrally Assessed	3.55
00000640	Qwest Corporation	Centrally Assessed	3,369.44
00000705	At & T Communications	Centrally Assessed	16.79
00000840	At&T Mobility LLC	Centrally Assessed	23.79
00000845	NE Colorado Cellular Inc	Centrally Assessed	41.03
00000850	Sprint Nextel Wireless	Centrally Assessed	30.67
00000891	USCOC Of Nebraska/Kansas LLC-NE	Centrally Assessed	285.07
400004097	City Of G I	Original Town To The City Of Grand Island All Blks 52 & 53 & Pt Vac Kimball Ave	-
400004119	Bandasack/Chanh & Siphanh	Original Town N 100.5' E 2/3 Lt 1 Blk 54	295.72
400004127	Bandasack/Chanh & Siphanh	Original Town S 31.9' E 2/3 Of Lt 1 Blk 54	71.03
400004135	Wing Properties Inc	Original Town W 1/3 Lt 1 Blk 54	23.53

Approved as to Form ✕ _____ September 4, 2015 ✕ City Attorney

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400004143	Wing Properties Inc	Original Town Lt 2 Blk 54	572.81
400004151	City Of G I	Original Town To The City Of Grand Island Lt 3 Blk 54	-
400004178	City Of G I	Original Town To The City Of Grand Island Lt 4 Blk 54	-
400004186	WayNe/John W & Teresa A	Original Town N 1/2 W 2/3 Lt 6 & N 1/2 Lt 5 Blk 54	471.42
400004194	Katrouzos/Gus G	Original Town S 60' W 1/3 Lt 5 Blk 54	86.50
400004208	Katrouzos/Gus G	Original Town S 60' W 16' E 2/3 Lt 5 Blk 54	70.57
400004216	Edwards Building Corp	Original Town E 28' S 1/2 Lt 5 & N 6' W 38' S 1/2 Lt 5 Blk 54	81.49
400004224	Edwards Building Corp	Original Town W 22' S 1/2 Lt 6 Blk 54	65.06
400004232	Wing Properties Inc	Original Town E 22' W 44' S 1/2 & E 22' Lt 6 Blk 54	392.36
400004240	Wing Properties Inc	Original Town W 1/3 Lt 7 Blk 54	315.14
400004259	Wing Properties Inc	Original Town C 1/3 Lt 7 Blk 54	306.80
400004275	Wing Properties Inc	Original Town Lt 8 & E 1/3 Of Lt 7 XC 15' X 15' X 15' Sold To City Blk 54	751.32
400004305	Nathan Detroit Inc	Original Town N 1/2 Lt 1 Blk 55	489.48
400004313	Nathan Detroit's	Original Town N 44' Of S 1/2 Lt 1 Blk 55	326.88
400004321	IrviNe/Virginia	Original Town S 22' Lt 1 Blk 55	100.68
400004348	City Of G I	Original Town To The City Of Grand Island E 1/2 Lt 3 & All Lt 2 Blk 55	-
400004356	City Of G I	Original Town To The City Of Grand Island N 1/2 W 1/2 Lt 3 & N 1/2 Lt 4 Blk 55	-
400004364	Hoetfelker/Russell L	Original Town S 1/2 W 1/2 Lt 3 & S 1/2 Lt 4 Blk 55	377.58
400004372	Downtown Center LLC	Original Town N 67.5' Lt 5 Blk 55	51.15
400004380	Armstrong/Matthew E & JaNelle A	Original Town N 20' S 64.5' Lt 5 Blk 55	118.49
400004399	Erives Enterprises LLC	Original Town S 44.5' Lt 5 Blk 55	390.39
400004402	Famos Construction Inc	Original Town W 2/3 Lt 6 Blk 55	

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			357.61
400004429	Campos/Arthur V & Jeanene	Original Town E 1/3 Lt 6 Blk 55	145.52
400004437	Prairie Winds Art Center Inc	Original Town W 1/3 Lt 7 Blk 55	227.47
400004445	Merchen/Terrence R	Original Town E 2/3 Lt 7 Blk 55	853.60
400004461	T W Ziller Properties LLC	Original Town W 1/3 Lt 8 Blk 55	159.69
400004488	T W Ziller Properties LLC	Original Town C 1/3 Lt 8 Blk 55	160.02
400004496	T W Ziller Properties LLC	Original Town E 1/3 Lt 8 Blk 55	451.48
400004526	Downtown Center LLC	Original Town N 68' Lt 1 & All Lt 2 & E 1/2 Lt 3 Blk 56	171.89
400004534	Downtown Center LLC	Original Town N 22' S 42' & W 6' S 20' Lt 1 Blk 56	15.41
400004542	Downtown Center LLC	Original Town N 22' S 64' Lt 1 Blk 56	14.24
400004550	Downtown Center LLC	Original Town S 20' E 60' Lt 1 Blk 56	11.77
400004569	City Of G I	Original Town To The City Of Grand Island All Lt 4 & W 1/2 Lt 3 Blk 56	-
400004577	Mayhew/Carl & Susan A	Original Town W 1/3 Lt 5 Blk 56	278.65
400004585	Trintown LLC	Original Town E 2/3 Lt 5 Blk 56	453.34
400004593	Pohl/Helen E & James A	Original Town Lt 6 Blk 56	327.93
400004615	Johnson/DuaNe A & Dee Ann	Original Town Lt 7 Blk 56	373.46
400004623	Downtown Center LLC	Original Town Lt 8 Blk 56	4,934.52
400004631	City Of G I Park Lot	Original Town To The City Of Grand Island N 1/2 Lt 1 & All Lts 2-3 & 4 Blk 57	-
400004658	J & B Rentals LLC	Ziller Sub Lt 1	597.88
400004666	The Grand Foundation, Inc	Original Town To The City Of Grand Island E 2/3 Lt 6 Blk 57	-
400004674	T & S Land Development, LLC	Original Town Lt 7 Blk 57	939.90
400004682	Overland Building Corp	Original Town Lt 8 Blk 57	1,158.84
400004690	Firstier Bank National Assoc	Original Town Lts 1 & 2 Blk 58	

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			323.18
400004704	Firstier Bank National Assoc	Original Town N 1/2 Lt 4 & N 1/2 Lt 3 Blk 58	116.53
400004712	Firstier Bank National Assoc	Original Town Lt 5 & W 22' Lt 6 Blk 58	1,592.98
400004720	Firstier Bank National Assoc	Original Town S 1/2 Lt 3 & S 1/2 Lt 4 Blk 58	123.72
400004739	Stelk/Mark D	Jensen Sub Lt 1	154.65
400004747	Calderon/Eliseo & Jessica	Original Town W 1/3 Lt 7 Blk 58	239.15
400004755	LindNer-Bombeck Trustee/Marilyn A	Original Town C 1/3 Lt 7 Blk 58	323.08
400004763	Galvan/Jesus G & Victoria	Prensa Latina Sub Lt 1	102.87
400004771	Calderon/Eliseo & Jessica	Prensa Latina Sub Lt 2	103.83
400004798	Stelk/Mark D	Prensa Latina Sub Lt 4	321.93
400004801	Stelk/Mark D & Wanda L	Prensa Latina Sub Lt 3	398.64
400004828	Mead Building Centers	Original Town N 102.5' Lt 1 & All Lt 2 Blk 59	284.57
400004844	H & H Land Co	Original Town S 29.5' Lt 1 Blk 59	19.09
400004852	Third City Archers Inc	Original Town S 99' Lt 4 & All Lt 3 Blk 59	269.20
400004860	Mead Building Centers	Original Town N 33' Lt 4 Blk 59	144.98
400004879	Berta/Gary & Billie	Original Town Lt 5 Blk 59	566.77
400004887	Fe/Mision Cristiana Amor Y	Original Town E 23' W 46' Lt 6 Blk 59	183.96
400004895	Gerdes/Larry C & Mary Ann	Original Town W 23' Lt 6 Blk 59	183.00
400004909	Berta/Gary J & Billie J	Original Town E 20' Lt 6 & W 1/2 Lt 7 Blk 59	18.15
400004917	H & H Land Co	Original Town W 22' E 1/2 Lt 7 Blk 59	180.76
400004925	H & H Land Co	Original Town E 11' Lt 7 & All Lt 8 Blk 59	520.48
400004933	CKP LLC	Original Town Lts 1 & 2 Blk 60	502.92
400004941	CKP LLC	Original Town Lt 3 Blk 60	

RESOLUTION 2015-BE-5 (B)

			123.98
400004968	Business Properties	Original Town Lt 4 Blk 60	298.46
400004984	LB Audio LLC	Original Town Lts 5 & 6 Blk 60	736.47
400004992	Community Redevelopment~Authority	Original Town Lts 7 & 8 Blk 60	566.70
400005018	Abjal LLC	Original Town Lts 1 & 2 Blk 61	1,044.75
400005026	Abjal LLC	Original Town Lts 3 & 4 Blk 61	858.69
400005034	Junebug2 LLC	Original Town Lt 5 Blk 61	704.83
400005042	Hansen Properties LLC	Original Town Lts 6-7 & 8 Blk 61	809.87
400005050	D & A Investments LLC	Original Town S 44' Lt 1 Blk 62	194.96
400005069	D & A Investments LLC	Original Town N 88' Lt 1 Blk 62	514.32
400005077	D & A Investments LLC	Original Town Lt 2 Blk 62	291.87
400005085	Northwestern Public Service Company	Original Town To The City Of Grand Island S 66' Lt 4 & N 66' E 57' Lt 3 & S 66' Lt 3 Blk 62	-
400005093	D & A Investments LLC	Original Town N 66' W 9' Lt 3 & N 66' Lt 4 Blk 62	155.56
400005107	Moreno/Darren M	Original Town S 1/2 W 50' Lt 5 Blk 62	93.51
400005115	Midwest Premier Investments LLC	Original Town N 1/2 W 50' Lt 5 Blk 62	262.08
400005123	Vogel Enterprises Ltd An Ia Corp	Original Town E 16' Lt 5 & W 1/2 Lt 6 Blk 62	63.26
400005131	Vogel Enterprises Ltd An Ia Corp	Original Town E 1/2 Lt 6 & W 1/2 Lt 7 Blk 62	378.66
400005158	Grand Island Area Habitat For~Humanity Inc	Original Town To The City Of Grand Island E 1/2 Lt 7 & All Lt 8 Blk 62	-
400005166	Old Sears Development Inc	Original Town Lts 1 & 2 Blk 63	1,144.27
400005174	Old Sears Development Inc	Original Town E 2/3 Lt 3 Blk 63	366.94
400005182	Masonic Templecraft Asso Of Gi	Original Town W 1/3 Lt 3 & E 1/3 Lt 4 Blk 63	-
400005190	Centro Cristiano Internacional	Original Town To The City Of Grand Island W 2/3 Lt 4 Blk 63	-

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400005204	Wardens & Vestrymen Of St	St. Stephens Sub To The City Of Grand Island Lt 1	-
400005212	Wardens & Vestry St Stephens	St. Stephens Sub To The City Of Grand Island Lt 2	-
400005220	Hack/Monte C & Sheri S	Original Town S 88' Lt 8 Blk 63	401.63
400005239	T W Ziller Properties LLC	Original Town To The City Of Grand Island N 44' Lt 8 Blk 63	163.63
400005247	Nielsen/Thomas L & Lois E	Original Town E 1/3 Lt 1 Blk 64	412.88
400005255	Hand/Craig C	Original Town C 1/3 Lt 1 Blk 64	152.13
400005263	Bowen/Stephen T & Jacqueline E	Original Town W 1/3 Lt 1 Blk 64	195.21
400005271	Pham/Tammy	Original Town E 44' Lt 2 Blk 64	273.00
400005298	Trintown LLC	Original Town W 1/3 Lt 2 Blk 64	207.65
400005301	Double S Properties LLC	Original Town E 1/3 Lt 3 Blk 64	189.74
400005328	Saria E/Jose Isidro	Original Town W 2/3 Lt 3 Blk 64	234.09
400005336	Gerdes/Galen E & Tamera M	Original Town Lt 4 Blk 64	896.83
400005344	City Of G I	Original Town To The City Of Grand Island Lt 5 Blk 64	-
400005352	City Of G I	Original Town To The City Of Grand Island Lts 6 & 7 Blk 64	-
400005360	WagoNer/Lorna	Original Town N 22' Lt 8 Blk 64	182.13
400005379	Taylor/Terry N & Susan M	Original Town S 1/2 N 1/3 Lt 8 Blk 64	178.14
400005387	Shehein/E Lavern & Donna R	Original Town N 44' S 88' Lt 8 Blk 64	185.49
400005395	City Of G I	Original Town To The City Of Grand Island S 44' Lt 8 Blk 64	-
400005409	Edwards Building Corp	Original Town Lt 1 Blk 65	218.76
400005417	Nielsen/Thomas L & Lois E	Original Town E 1/3 Lt 2 Blk 65	167.59
400005425	Swanson/Constance K	Original Town C 1/3 Lt 2 Blk 65	157.98
400005433	Archway Partnership	Original Town W 1/3 Lt 2 Blk 65	248.12

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400005441	Bartenbach Real Estate, LLC	Original Town E 1/3 Lt 3 Blk 65	163.70
400005468	Iglesia Evengelica Pentecostes	Original Town To The City Of Grand Island C 1/3 Lt 3 Blk 65	-
400005476	Brown/Janelle L A	Original Town W 1/3 Lt 3 Blk 65	143.48
400005484	Hoffer/Allen & Linda	Original Town E 1/3 Lt 4 Blk 65	289.40
400005492	Lambrech/Harriet K	Original Town W 2/3 Lt 4 Blk 65	180.67
400005506	J & B Rentals LLC	Original Town S 44' N 1/2 Lt 5 Blk 65	234.72
400005514	Taylor/Terry N & Susan M	Original Town N 22' Lt 5 Blk 65	137.29
400005522	J O Enterprises Inc	Original Town S 1/2 Lt 5 Blk 65	292.08
400005530	J & B Rentals LLC	Original Town W 1/3 Lt 6 Blk 65	89.49
400005549	T W Ziller Properties LLC	Original Town E 2/3 Lt 6 Blk 65	171.34
400005557	T W Ziller Properties LLC	Original Town W 1/2 Lt 7 Blk 65	166.09
400005565	C & S Group LLC	Original Town N 55' E 1/2 Lt 7 & N 55' Lt 8 Blk 65	50.84
400005573	C & S Group LLC	Original Town Pt W 18.9' E 1/2 Lt 7 & N 29.9' E 14.1' Lt 7 & W 29' Of C 22' Of E 1/2 Lt 7 & N 29.9' Of S 55' Lt 8 XC N 6' S 31.1' E 40' Lt 8 Blk 65	175.55
400005581	Parmley/David J	Original Town C 22' E 4' Lt 7 & C 22' Lt 8 Blk 65	288.33
400005603	C & S Group LLC	Original Town S 25.1' E 14.1' Lt 7 & S 25.1' Lt 8 & N 6' S 31.1' E 40' Lt 8 Blk 65	226.61
400005611	Garcia/Juan F & Maria Dejesus	Original Town Lts 1 & 2 Blk 66	640.38
400005638	Garcia/Maria De Jesus	Original Town W 2/3 Lt 3 XC W 17.5' Of S 44' Blk 66	257.02
400005646	Vipperman/John Fredrick	Original Town E 1/3 Lt 3 Blk 66	233.93
400005654	Duda/James G	Original Town N 88' E 1/3 Lt 4 Blk 66	240.53
400005662	Wing Properties Inc	Original Town N 88' C 1/3 Lt 4 Blk 66	298.56
400005670	Wing Empire Inc	Original Town N 80' W 1/3 Lt 4 Blk 66	241.97

RESOLUTION 2015-BE-5 (B)

400005689	Tower 217, LLC	Original Town W 17 1/2' S 44' Lt 3 & N 8' S 52' W 22' & S 44' Lt 4 Blk 66	301.45
400005697	Bartenbach Real Estate, LLC	Original Town W 1/3 Lt 6 & All Lt 5 Blk 66	530.90
400005700	Bartenbach Real Estate, LLC	Original Town E 2/3 Lt 6 & W 1/3 Lt 7 Blk 66	276.20
400005719	Keeshan/James E & Mary Ann	Original Town E 2/3 Lt 7 Blk 66	280.99
400005727	Procon Management Inc	Old City Hall Condominium Property Regime Unit 001 (Basement)	134.15
400005735	City Of Gi	Original Town To The City Of Grand Island N 1/2 Blk 67	-
400005743	County Of Hall Nebraska	Original Town S 1/2 Blk 67	-
400005751	City Of Grand Island	Original Town To The City Of Grand Island E 1/3 Lt 2 & All Lt 1 Blk 68	-
400005786	S & V Investments LLC	Sv Sub Lt 1	1,835.78
400005794	Plaza Square Development LLC	Original Town W 22' Lt 6 & All Lt 5 Blk 68	140.04
400005808	Smith/Jonathan M	Original Town W 6' Lt 7 & E 2/3 Lt 6 Blk 68	263.79
400005816	Smith/Jonathan M	Original Town E 60' Lt 7 Blk 68	267.37
400005824	Plate/Tim C	Original Town Lt 8 Blk 68	243.21
400006588	Westerby/Douglas M & Mikaela N	Original Town Lt 1 Blk 77	124.28
400006596	201 E 2nd LLC	Original Town Lt 2 Blk 77	70.60
400006618	201 E 2nd LLC	Original Town Lts 3 & 4 Blk 77	1,570.32
400006626	City Of Grand Island Ne	Original Town To The City Of Grand Island Lts 5-6-7-8 Blk 77	-
400006685	City Of G I	Original Town To The City Of Grand Island All Blk 78 & Vacated Alley	-
400006707	Equitable Bldg & Loan Assn/The	Original Town Lt 1 Blk 79	359.80
400006715	Equitable Bldg & Loan Assn Of Gi	Original Town Lt 2 Blk 79	107.41
400006723	Equitable Bldg & Loan Assn/The	Original Town S 44' Lt 3 & S 44' Lt 4 Blk 79	1,428.40

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400006766	Equitable Bldg & Loan Assn Of GI	Original Town N 26' 10.5 Lt 8 Blk 79	27.57
400006774	Equitable Bldg & Loan Assn Of GI	Original Town S 17' 1.5 N 44' Lt 8 Blk 79	15.81
400006782	Equitable Bldg & Loan Assn Of GI	Original Town S 88' Lt 8 Blk 79	95.68
400006790	O'Neill/Joseph P	Original Town E 22' Lt 4 & W 22' Lt 3 Blk 80	187.83
400006809	O'Neill/Joseph P	Original Town W 44' Lt 4 Blk 80	135.75
400006812	Northwestern Bell Tele Co	Original Town To The City Of Grand Island Lts 5-6-7 Blk 80	-
400006820	Northwestern Bell Tele Co	Original Town To The City Of Grand Island N 44' Lt 8 Blk 80	-
400006839	Huston/David C	Original Town C 1/3 Lt 8 Blk 80	364.04
400006847	Federal Bldg	Original Town To The City Of Grand Island Lts 1-2 & E 44' Lt 3 Blk 80	-
400006863	Mitchell/Derek L & Ruth E	Original Town S 44' Lt 8 Blk 80	253.14
400006871	Victory Bible Fellowship Of The	Original Town To The City Of Grand Island Lt 1 Blk 81	-
400006898	Grand Island Area Chamber Of Commerce	Original Town To The City Of Grand Island E 2/3 Lt 2 Blk 81	-
400006901	Trampe/Ronald Eugene	Original Town W 1/3 Lt 2 Blk 81	161.35
400006928	Kansas Ne Assoc Of Seventh Day	Original Town To The City Of Grand Island E 1/3 Lt 3 Blk 81	-
400006936	Encinger Enterprises LLC	Original Town C 1/3 Lt 3 Blk 81	253.64
400006944	Krauss Enterprises LLC	Original Town W 1/3 Lt 3 & All 4 Blk 81	542.27
400006952	Mehring & Shada Properties LLC	Original Town Lt 5 Blk 81	452.70
400006960	Mehring & Shada Properties LLC	Original Town Lt 6 Blk 81	183.93
400006979	Wheeler Street PartNership	Original Town Lt 7 & S 2/3 Lt 8 Blk 81	909.46
400006987	Wheeler St PartNership	Original Town N 1/3 Lt 8 Blk 81	257.05
400006995	Grand Island Independent	Original Town Lt 1 & Pt Vac Alley Blk 82	86.74

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400007002	Grand Island Independent	Original Town Lt 2 & Pt Vac Alley Blk 82	300.12
400007010	Grand Island Independent	Original Town Lt 3 & Pt Vac Alley Blk 82	86.74
400007029	Grand Island Independent	Original Town Lt 4 & Pt Vac Alley Blk 82	188.67
400007037	Grand Island Independent	Original Town Lts 5-6-7-8 & Pt Vac Alley Blk 82	2,837.53
400007061	Grand Island Hospitality LLC	Original Town Lts 1 & 2 Blk 83	402.74
400007088	Jomida Inc A NE Corp	Original Town Lts 3 & 4 Blk 83	1,030.77
400007096	Calderon/Eliseo & Jessica	Original Town N 60.35' Lt 5 Blk 83	172.81
400007118	J & B Rentals LLC	Original Town S 71.65' Lt 5 Blk 83	187.01
400007126	Mateo P/Tomas	Original Town W 2/3 Lt 6 Blk 83	257.78
400007134	Perez/Sylvia	Original Town E 1/3 Lt 6 & All Lt 7 Blk 83	295.61
400007142	Wooden/Michael Owen & Sonya Kay	Original Town E 41' N 28' Lt 8 Blk 83	138.13
400007150	Wooden/Michael Owen & Sonya Kay	Original Town Pt N 1/3 & S 2/3 Lt 8 Blk 83~	200.68
400007169	Park	Original Town To The City Of Grand Island All Blk 84	-
400007177	Gatzemeyer/James O	Original Town Lt 1 Blk 85	514.26
400007185	Gatzemeyer/James O	Original Town Lt 2 Blk 85	193.46
400007193	Hope Harbor Inc	Original Town Lts 3 & 4 Blk 85	-
400007223	Grand Island Liederkranz	Original Town Pt Lts 1-2-3 & 4 Blk 87	304.95
400007304	City Of G I	Original Town To The City Of Grand Island All Blk 88	-
400007312	Dodge & Elk Park Lots	Original Town To The City Of Grand Island Pt Blk 89	-
400007320	Enviro-Clean Contractors Inc	Original Town N 60' Fr Lts 1 & 2 & N 60' Of E 24' Of Lt 3 Blk 89	330.64
400007363	Hall Co	Original Town To The City Of Grand Island Strip 8' X 66' & Pt Lt 8 Blk 91	-

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400007371	Dominick/Audrey & Eugene	Original Town E 6' N 103' E 37' S 29' Lt 2 & All Lt 1 Blk 92	-
400007398	City Of G I	Original Town To The City Of Grand Island Lt 2 XC E 6' N 103' & E 37' S 29' Lt 2 Blk 92	-
400007401	City Of G I	Original Town To The City Of Grand Island E 50' Lt 3 Blk 92	-
400007428	City Of G I	Original Town To The City Of Grand Island W 16' Lt 3 & All Lt 4 Blk 92	-
400029022	Emery/Gregory D & CharleNe A	Campbell's Sub E 51' 8 Lts 1-2-3	92.15
400029030	Wagoner/Lorna	Campbell's Sub W 75'4 Lts 1-2-3	286.21
400029049	Hastings Grain Inspection Inc	Campbell's Sub Lts 4-5-6 & N 10' Lt 7	171.43
400029057	Hastings Grain Inspection Inc	Campbell's Sub S 12' Lt 7 & All Lt 8	245.67
400029065	Two Brothers Inc	Campbell's Sub 32' X 127' Lt 9	224.84
400029073	Hill/David C	Campbell's Sub To The City Of Grand Island Lts 10-13	430.96
400039605	Hall Co	Court House Add To The City Of Grand Island Lt 1	-
400039613	Hall Co	Court House Add To The City Of Grand Island Lt 2	-
400039621	Hall Co	Court House Add To The City Of Grand Island Lt 3	-
400039648	Hall Co	Court House Add To The City Of Grand Island Lt 4	-
400042169	County Of Hall Nebraska	Hann's Add To The City Of Grand Island N 31' Lt 2 & S 13.75' Lt 1 Blk 1~	-
400042177	County Of Hall	Hann's Fourth Add To The City Of Grand Island Lt 2	-
400042185	Loeffler/Edward A & JaNe A	Hann's Add N 14' Lt 3 & S 26' Lt 2 Blk 1~	303.91
400042193	Campbell/Hunter A H & Kathleen A	Hann's Add N 7' Pt Lt 4 & S 43' Lt 3 Blk 1~	273.07
400042207	Moreno/Reynaldo	Hann's Add E 60' Of S 50' Of Lt 4 Blk 1~~	235.61
400042215	Campbell/Kathleen A	Hann's Add W 67' Of S 50' Of Lt 4 Blk 1~	131.06
400042525	County Of Hall	Hann's Fourth Add To The City Of Grand Island Lt 1	-
400042533	Marsh Properties LLC	Hann's Second Add S 5' Of Lt 2 & All Lt 3 Blk 4	515.84

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400042541	Williams/Casey J & Misti A	Hann's Fifth Sub Lt 2	191.77
400042568	Mueller/Robert J	Hann's Fifth Sub Lt 1	124.24
400042576	Two Brothers Inc	Hann's 3Rd Add W 111' X 118' Blk 5	465.83
400042584	Rosales-Monzon/Carlos A	Hann's 3Rd Add N 52.5' Of E 91.9' Of Blk 5	251.43
400042592	Royle/Cecilia B	Hann's 3Rd Add E 56' Of W 174' Of Blk 5	167.99
400042606	Valenzuela/Linda L	Hann's 3Rd Add S 58.5' Of E 91.9' Of Blk 5	242.56
400080532	Hoos Insurance Agency Inc	Railroad Add Lt 4 & Pt Vac St Blk 97	283.08
400080540	Sanchez/Filemon	Railroad Add N 1/2 Lt 1 Blk 98	23.03
400080559	Sanchez/Filemon	Railroad Add S 1/2 Lt 1 Blk 98	325.42
400080567	Chairman Investments LLC	Railroad Add Lt 2 Blk 98	118.92
400080575	KuehNer/Carolyn E	Railroad Add W 1/2 Lt 3 Blk 98	163.82
400080583	Schafer/Lee Ann G & Michael W	Railroad Add E 1/2 Lt 3 Blk 98	179.23
400080591	Plate/Tim C	Railroad Add N 86' Lt 4 Blk 98	95.68
400080605	Plate/Tim C	Railroad Add S 46' Lt 4 Blk 98	174.66
400080613	Plate/Tim C	Railroad Add Lt 5 Blk 98	582.99
400080621	Plate/Tim C	Railroad Add Lt 6 Blk 98	256.97
400080648	Benitez/Floriberto Sanchez	Railroad Add W 52' Lt 7 Blk 98	234.97
400080656	Sanchez/Filemon	Railroad Add E 14' Lt 7 & All Lt 8 Blk 98	464.51
400080990	Vaclavek/Lee Ann	Railroad Add Fr Lt 1 & Fr Lt 2 Blk 105	122.58
400081008	BlackstoNe Residence, LLC	Railroad Add Lt 3 Blk 105	216.93
400081016	Lazendorf Holdings Limited~Partnership	Railroad Add Lt 4 Blk 105	389.42
400081040	BlackstoNe Residence, LLC	Railroad Add Lt 5 & Fr Lts 6 & 7 XC City Blk 105	1,125.93
400081059	Starkel/Jerid & Tracy	Railroad Add Lts 1 & 2 Blk 106	

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			651.71
400081067	C & S Group LLC	Railroad Add Lt 3 Blk 106	214.37
400081075	Fernandez/Pedro	Railroad Add Lt 4 Blk 106	341.77
400081105	Muffler Shop Inc/The	Railroad Add Lts 1 & 2 Blk 107	452.69
400081113	Muffler Shop Inc/The	Railroad Add Lts 3 & 4 Blk 107	187.25
400081121	Lane Home Improvement	Railroad Add S 2/3 Lt 5 Blk 107	60.59
400081148	Lane Home Improvement	Railroad Add N 1/3 Lt 5 Blk 107	72.90
400081156	Midwest Premier Investments LLC	Railroad Add Lt 6 Blk 107	296.79
400081164	Midwest Premier Investments LLC	Railroad Add Lt 7 XC N 60' Of E 22' & XC E 29.54' Of S 71.50' Blk 107	218.56
400081172	Janda DDS PC/David E	Railroad Add S 72' Lt 8 & E 29.54' Of S 71.50' Lt 7 Blk 107	323.69
400081180	Clinch/John & Barbara	Railroad Add N 60' Of E 22' Lt 7 & N 60' Lt 8 Blk 107	272.40
400081199	Fox/Richard & Marilyn	Railroad Add Lts 1 & 2 Blk 108	487.35
400081202	Westgate Properties LLC	Railroad Add E 37' Lt 3 Blk 108	206.14
400081210	Douglas Bookkeeping Service Inc	Railroad Add W 29' Lt 3 & All Lt 4 Blk 108	592.93
400081229	Placke/Donald J & Janet L	Railroad Add S 88' Lt 5 Blk 108	136.68
400081237	Placke/Donald J & Janet L	Railroad Add N 44' Lt 5 Blk 108	60.69
400081245	Brewer Properties LLC	Railroad Add Lt 6 Blk 108	307.77
400081253	Bosselman Inc	Railroad Add Lts 7 & 8 Blk 108	592.34
400081261	Gilroy/David A & Carolyn J	Railroad Add S 61' Lt 1 & S 61' Lt 2 Blk 109	208.35
400081288	Haney/Thomas W & DiaNe K	Railroad Add N 71' Lt 1 & N 71' Lt 2 Blk 109~	139.44
400081296	Roebuck Enterprises, LLC	Railroad Add E 59.5' Lt 3 Blk 109	154.09
400081318	Roebuck Enterprises, LLC	Railroad Add E 52'11 Lt 4 & W 6.5' Lt 3 Blk 109~	71.68
400081326	Lindell/Timothy C & Trina	Railroad Add E 52' 11 Of Lt 5 & All Lt 6 Blk 109	

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			221.80
400081334	LPB, LLC	Railroad Add Lts 7 & 8 Blk 109	720.73
400113651	Hall Co	Westervelt's Sub To The City Of Grand Island Lt 2	-
400113678	Hall Co	Westervelt's Sub To The City Of Grand Island Lt 3	-
400113686	Hall Co	Westervelt's Sub To The City Of Grand Island N 52 1/3' Of W 150' Lt 4	-
400113694	Hall Co	Westervelt's Sub To The City Of Grand Island Lt 5	-
400113708	County Of Hall	Westervelt's Sub To The City Of Grand Island W 86' Of E 165' Of 4 & W 86' Of E 165' Of N 48.5' Lt 5	-
400113716	County Of Hall	Westervelt's Sub To The City Of Grand Island W Pt Of N 48.5' X 150' Lt 5 & 26.17' X 150' Of W Pt Lt 4	-
400135868	Schager/Margo	Gilbert's Sub North, Part Of Blk 79, Original Town 22' X 99' Lt A	161.24
400135876	Equitable Building & Loan Assoc	Gilbert's Sub North, Part Of Blk 79, Original Town Lt B	168.39
400143259	Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 102	151.39
400143267	Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 103	218.92
400143275	Equitable Building & Loan Assn/The	The Yancy, A Condominium Unit 104	544.80
400143283	Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201A	488.42
400143291	Devco Investment Corporation	The Yancy, A Condominium Unit 301	103.84
400143305	George/Mollie Jo	The Yancy, A Condominium Unit 302	75.41
400143313	Farr/Thomas M & Nita J	The Yancy, A Condominium Unit 303	107.26
400143321	Zins/William L	The Yancy, A Condominium Unit 304	98.83
400143348	Myers/Jon M & Chandra L	The Yancy, A Condominium Unit 305	168.40
400143356	Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 401	76.64
400143364	Artvest III, A NE General Partner	The Yancy, A Condominium Unit 402	87.44
400143372	Artvest III, A NE General	The Yancy, A Condominium Unit 403	

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	Partner		83.95
400143380	Edwards Building Corp	The Yancy, A Condominium Unit 404	138.83
400143399	Artvest III, A NE General Partner	The Yancy, A Condominium Unit 405	84.36
400143402	Powers/Yolanda L	The Yancy, A Condominium Unit 406	119.00
400143410	Fordham/Wyndell F & Barbara B	The Yancy, A Condominium Unit 407	130.66
400143429	Luce/Eric D	The Yancy, A Condominium Unit 501	110.72
400143437	Artvest III, A NE General Partner	The Yancy, A Condominium Unit 502	89.87
400143445	Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 503	84.01
400143453	Sindelar/Kody	The Yancy, A Condominium Unit 504	106.01
400143461	Artvest III, A NE General Partner	The Yancy, A Condominium Unit 505	84.43
400143488	Myers/Jon M & Chandra L	The Yancy, A Condominium Unit 506	119.09
400143496	Mowitz/Lynn	The Yancy, A Condominium Unit 507	134.65
400143518	Artvest III, A NE General Partner	The Yancy, A Condominium Unit 601	77.40
400143526	Artvest III	The Yancy, A Condominium Unit 602	90.02
400143534	Shaw/Stephanie A	The Yancy, A Condominium Unit 603	120.62
400143542	ClyNe/Thomas B	The Yancy, A Condominium Unit 604	97.18
400143550	Artvest III, A NE General Partner	The Yancy, A Condominium Unit 605	84.52
400143569	Myers/Jon M	The Yancy, A Condominium Unit 606	83.60
400143577	Arp/CharmaiNe L	The Yancy, A Condominium Unit 607	126.30
400143585	Brundage/LaNette M	The Yancy, A Condominium Unit 701	84.63
400143593	Artvest III, A NE General Partner	The Yancy, A Condominium Unit 702	90.14
400143607	Johnson/Margaret A	The Yancy, A Condominium Unit 703	84.26
400143615	Burtscher/Jan L	The Yancy, A Condominium Unit 704	139.14

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400143623	Rathjen/Michelle R	The Yancy, A Condominium Unit 705	92.96
400143631	Long/Clifton J	The Yancy, A Condominium Unit 706	-
400143658	Vodehnal/Lloyd L	The Yancy, A Condominium Unit 707	-
400143666	Artvest III, A NE General Partner	The Yancy, A Condominium Unit 801	77.55
400143674	Mapes & Co General Partnership	The Yancy, A Condominium Unit 802	90.23
400143682	Mapes & Co General Partnership	The Yancy, A Condominium Unit 803	98.65
400143690	Myers/Mollie A	The Yancy, A Condominium Unit 804	159.42
400143704	Alexander/Wendy L	The Yancy, A Condominium Unit 805	104.22
400143712	Nelson/Jack L	The Yancy, A Condominium Unit 806	-
400143720	Leonard/Dennis R	The Yancy, A Condominium Unit 901	77.58
400143739	EvNen/Everett A & ElaiNe S	The Yancy, A Condominium Unit 902	90.29
400143747	EvNen/Everett A & ElaiNe S	The Yancy, A Condominium Unit 903	98.71
400143755	Atkins/Ann C	The Yancy, A Condominium Unit 904	145.52
400143763	Dizmang/Tammy L	The Yancy, A Condominium Unit 905	104.28
400143771	Lind/Sharon Graves	The Yancy, A Condominium Unit 906	148.13
400143798	Todd/Linda M	The Yancy, A Condominium Unit 1001	84.81
400143801	Fogland/Dan & Chris	The Yancy, A Condominium Unit 1002	90.32
400143828	Gillam/Jack L & Jerney S	The Yancy, A Condominium Unit 1003	98.77
400143836	Whitehead/Diana L	The Yancy, A Condominium Unit 1004	190.85
400143844	Megard/Ruth E	The Yancy, A Condominium Unit 1005	105.56
400143852	Aden/Steven G	The Yancy, A Condominium Unit 1006	-
400143860	Myers/Jon M & Chandra	The Yancy, A Condominium Unit 1101	84.93

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400143879	Porto/Mark T	The Yancy, A Condominium Unit 1102	90.41
400143887	Buckley/Lynn A	The Yancy, A Condominium Unit 1103	-
400143895	Myers/Jon M & Chandra	The Yancy, A Condominium Unit 1104	151.65
400143909	Boley/Loren E	The Yancy, A Condominium Unit 1105	105.71
400143917	Mowitz/Lynn	The Yancy, A Condominium Unit 1106	155.78
400144247	Home Federal Savings & Loan Assn	Hann's Fourth Add Lt 3	1,860.33
400287218	Artvest III	The Yancy, A Condominium Unit 002	11.61
400287226	Artvest III	The Yancy, A Condominium Unit 001	41.95
400287390	Ellison/Roxann T	Original Town W 18.9' Of E 33' Of S 25.1' Lt 7 Blk 65	55.31
400292963	Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 101	36.43
400292971	Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201B	59.03
400292998	Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201C	148.58
400293005	Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201D	111.85
400294982	Home Federal Savings & Loan	Original Town Pt Lts 1-2-3-4-7 & All 5 & 6 & Pt Vacated Alley Blk 89	378.96
400295857	Artvest III	The Yancy, A Condominium Unit 602	60.31
400325705	Calderon/Eliseo & Jessica	Jensen Sub Lt 2	94.69
400367009	Iglesia Evangelica Pentecostes	Ziller Sub Lt 2	-
400401681	Grand Island/City Of	Westervelt's Sub To The City Of Grand Island Vacated St South Of Lt 1	-
400424177	City Of Grand Island	Original Town S 1/2 Lt 1 Blk 57	-
400475235	City Of Grand Island	Parking Ramp Sub To The City Of Grand Island Lts 1-2-& 3	-
400495505	Hill/David C	Campbell's Sub To The City Of Grand Island Lts 10 & 11	93.09
		Total Assessment	94,990.08

RESOLUTION 2015-BE-5 (B)

Adopted by the City Council of the City of Grand Island, Nebraska, on September 8, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 8, 2015

Council Session

Item D-2

#2015-BE-6 - Consideration of Determining Benefits for Fonner Park Business Improvement District 2013

This item relates to Ordinance item F-3.

Staff Contact: William Clingman, Interim Finance Director

Council Agenda Memo

From: William Clingman, Interim Finance Director

Meeting: September 8, 2015

Subject: Determining Benefits for Fonner Park Business Improvement District 2013, South Locust Street from Stolley Park Road to Fonner Park Road and Approving the Assessments

Presenter(s): William Clingman, Interim Finance Director

Background

On August 13, 2013, the City Council adopted Ordinance No. 9437 creating Fonner Park Business Improvement District 2013 for a period of three years. This district extends from South Locust Street, Stolley Park Road to Fonner Park Road. The 2015-2016 Budget, as approved by Council, provides for special assessments in the amount of \$8.00 per front footage for a total of \$39,599.48 for the 4,950 front footage.

Discussion

The City Council, in its capacity as the Board of Equalization, is required to determine the benefits of the District and take action on the assessments as provided for in the associated Ordinance.

Alternatives

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

1. Approve the benefits for the District and related assessments.
2. Deny the benefits and assessments.

Recommendation

City Administration recommends that the Council approve the benefits of Fonner Park Business Improvement District 2013 and related assessments.

Sample Motion

Board of Equalization: Move to approve the benefits accruing to Fonner Park Business Improvement District 2013 as presented.

Ordinance: Move to approve the assessments as provided for in the related Ordinance.

R E S O L U T I O N 2015-BE-6

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Fonner Park Business Improvement District 2013, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$39,599.48; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within Fonner Park Business Improvement District 2013, such benefits are the sums set opposite the several descriptions as follows:

OWNER	LEGAL	Amount
Westerby/Michael J & Mandy	Janisch Sub Pt Lt 1	959.64
Mcdermott/Niels C	Brownell Sub XC .0051 AC To Row Lt 1 XC E 10'	399.86
Wiltgen Corp II	Kirkpatrick Sub Lt 5	564.38
Wiltgen Corp II	Kirkpatrick Sub Lt 6	555.93
Da-Ly Properties LLC	Labelindo Second Sub Pt Lt 1 XC 18.3 Ft To City	2,236.61
Zana/James Scott	R & R Sub Pt Lt 1	1,125.78
Casey's Retail Co	Pleasant Home Sub XC City E 1/2 Of S 1/2 Blk 9	1,123.06
Locust Street LLC	Pleasant Home Sub XC City Blk 16	2,236.42
Oberg/Danny K	Roepke Sub Pt Lt 2 & Pt Lt 1	1,234.71
Oberg/Danny K	Roepke Second Sub Pt Lt 1	363.99
Edwards Building Corp	Fonner Sub Lt 1 XC City	1,199.51
Grand Island Associates LLC	Fonner Fourth Sub Lt 1	3,919.64
Far Reach LLC	Fonner Second Sub XC City Lt 5	1,598.90
Far Reach LLC	Fonner Second Sub XC City Lt 6	3,201.24
Three Circle Irrigation Inc	Fonner Third Sub Pt Lt 1 & Pt Lt 3	2,718.63

Approved as to Form ✕ _____ September 4, 2015 ✕ City Attorney

RESOLUTION 2015-BE-6

Edwards Building Corp	Fonner Third Sub Replatted Pt Lt 3	1,120.00
Staab/Kenneth W & Rose Mary	Miscellaneous Tracts 21-11-9 XC To City 52' X 257' Pt SE 1/4 SE 1/4	415.87
Staab Ph Units LLC	Miscellaneous Tracts 21-11-9 Pt SE 1/4 SE 1/4 .20 AC To City .817 AC	1,080.74
Reilly/Michael J & Carey M	JNW Sub Lt 1	1,232.00
Edwards Building Corp	JNW Second Sub Lt 1	1,326.66
Sax Pizza Of America Inc	Sax's Second Sub Lt 2	864.69
Braddy/Cindy	Miscellaneous Tracts XC To City 21-11-9 Pt SE 1/4 SE 1/4 .78 AC	1,082.14
Arec 7, LLC	Miscellaneous Tracts 21-11-9 XC City Pt SE 1/4 SE 1/4 1.17 AC	1,599.86
Sax Pizza Of America Inc	Sax's Second Sub Lt 1	997.53
Goodwill Indust Of Greater Nebr	Goodwill Sixth Sub Lt 2	1,475.29
Hall County Livestock Improvement Assn	Miscellaneous Tracts 22-11-9 To The City Of Grand Island Pt SW 1/4 SW 1/4 & Pt NW 1/4 SW 1/4 XC .15 A City & 1.03 AC Fonner Rd XC .05 AC City XC .98 AC City 23.97 AC	2,651.51
Bosselman Pump & Pantry Inc	R & R Sub Pt Lt 2	1,114.82
Preferred Enterprises LLC	Fonner Fourth Sub To City Row Pt Lt 2	1,200.07
	Total Assessments	39,599.48

Adopted by the City Council of the City of Grand Island, Nebraska, on September 8, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

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City of Grand Island

Tuesday, September 8, 2015

Council Session

Item D-3

#2015-BE-7 - Consideration of Determining Benefits for South Locust Business Improvement District 2013

This item relates to Ordinance item F-4.

Staff Contact: William Clingman, Interim Finance Director

Council Agenda Memo

From: William Clingman, Interim Finance Director

Meeting: September 8, 2015

Subject: Determining Benefits for South Locust Business Improvement District 2013, South Locust Street, Hwy 34 to Stolley Park Road and Approving the Assessments

Presenter(s): William Clingman, Interim Finance Director

Background

On August 13, 2013, the City Council adopted Ordinance No. 9438 creating South Locust Business Improvement District (BID) 2013 for a period of three years. This district extends on South Locust Street from Highway 34 to Stolley Park Road. The 2015-2016 Budget, as approved by Council, provides for special assessments in the amount of \$7.25 per front footage for a total of \$71,152 for the 9,814 front footage.

Discussion

The City Council, in its capacity as the Board of Equalization, is required to determine the benefits of the District and take action on the assessments as provided for in the associated Ordinance.

Alternatives

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

1. Approve the benefits for the District and related assessments.
2. Deny the benefits and assessments.

Recommendation

City Administration recommends that the Council approve the benefits of South Locust Business Improvement District 2013 and related assessments.

Sample Motion

Board of Equalization: Move to approve the benefits accruing to South Locust Business Improvement District 2013 as presented.

Ordinance: Move to approve the assessments as provided for in the related Ordinance.

R E S O L U T I O N 2015-BE-7

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for South Locust Business Improvement District 2013, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$71,149.86; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within South Locust Park Business Improvement District 2013, such benefits are the sums set opposite the several descriptions as follows:

PARCEL	OWNER	LEGAL	AMOUNT
400028824	MMY Hospitality LLC	Burch Sub W 273' Lt 1 XC City	1,015.76
400028832	Casey's Retail Company	Burch Sub W 125' Lt 2-3-4 XC City	1,305.18
400028840	Fugate/J Larry	Burch Sub Lt 5 XC City	867.94
400028859	Williams/Michael S & Sandra S	Burch Second Sub Lt 1 XC City	1,018.62
400045478	Eating Establishment/The	Runza Sub Lt 1 XC City	1,122.77
400045494	Willis/Ronald J & Lori D	Holcomb's Highway Homes E 100' Lt 12 XC City & E 100' Lt 13 XC City	1,450.00
400045508	Willis/Ronald J	Holcomb's Highway Homes Lt 14 XC City	794.31
400045516	Hansen/Ryan & Darcy	Holcomb's Highway Homes Lt 15 XC City	786.17
400045524	Mueller/John G & Dianna D	Bartz Sub Lt 1	790.26
400045559	Mehring/Donald D	Shovlain Second Sub Lt 3	1,126.44
400045567	Wratten/Calvin J & Donna	Holcomb's Highway Homes S 52' Lt 19 & N 1' Lt 20	379.42
400045575	Video Kingdom Of Grand Island Inc	Holcomb's Highway Homes S 108' Lt 20 XC City	790.37
400045583	Kershner Properties, LLC	Holcomb's Highway Homes N 60' Lt 22 XC City	429.52
400045591	Holiday Plaza LLC	Holcomb's Highway Homes Lt 21 XC City	790.37

Approved as to Form ✕ _____ September 4, 2015 ✕ City Attorney

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400045605	Da-Ly Properties LLC	Holcomb's Highway Homes N 12' Lt 24 XC City & S 98' Lt 23 XC City	797.50
400045613	Kershner Properties, LLC	Holcomb's Highway Homes S 49' Lt 22 & N 11' Lt 23 XC City	434.97
400045621	Llamas Jr/Moises	Holcomb's Highway Homes S 97' Lt 24 XC City & N 38' Lt 26 XC City & All 25 XC City	1,768.53
400045648	Larsen/Marion D	Holcomb's Highway Homes N 79' Lt 27 XC City & S 71' Lt 26 XC City	1,087.97
400060965	McCloud Super 8 Motel Inc	Matthews Sub Pt Lt 25 XC City	1,794.23
400060973	Lawrey/William E & Sandra L	Garrison Sub Lt 1 XC City	1,639.48
400063158	City Of Grand Island	Mil-Nic Second Sub To The City Of Grand Island Lt 1	-
400063166	Nebraska Mil-Nic	Mil-Nic Second Sub Lt 2	1,983.58
400086468	Paulsen And Sons Inc	Roush's Pleasantville Terrace Sub Lts 1 & 28 XC City & All Lts 2-3-26-27	1,450.46
400092026	Mehring/Donald D	Shovlain Second Sub Lt 2	870.16
400142988	Carpenter/Rex E & Jonadyne A	Woodland First Sub Lt 1 200' X 400' XC City	1,445.81
400142996	Carpenter/Rex E & Jonadyne A	Woodland First Sub Lt 2 200' X 400' XC City	1,450.29
400143003	Equitable Federal Savings	Woodland First Sub Lt 3 XC City	1,450.45
400143011	Oberg/Danny K	Woodland First Sub Lt 4 XC City	1,443.04
400143038	Riley's Auto Sales LLC	Woodland First Sub Lt 5 XC City	1,450.45
400143054	Rasmussen Jr/Richard S	Woodland First Sub N 50' Of E 260' Lt 6 XC City	361.43
400143062	Pam's Rentals LLC	Woodland First Sub S 126' Of E 260' Lt 6 XC City	918.08
400143070	Alpha Corp	Woodland First Sub E 260' Lt 8 XC City	1,518.54
400143127	Southeast Crossings LLC	Woodland Second Sub Lt 11 XC City	3,937.62
400143178	Bosselman Inc	Woodland Second Sub Lt 8	1,082.69
400143186	Carpenter Real Estate Inc	Woodland Second Sub Lt 9	1,087.72
400143194	Laub-Otto, LLC	Woodland Second Sub Lt 10	

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			1,151.96
400143208	Rasmussen Jr/Richard S	Woodland Third Sub Lt 1 XC N 25' Of E 260' XC City	543.20
400143216	Arp/Dale & Kathleen	Woodland Third Sub N 25' Of E 260' Lt 1 XC City & Lt 2 XC City	905.71
400143232	Mcdermott & Miller, P C	Woodridge South Sub Lt 1 XC City	1,830.79
400143240	Larsen/Marion D	Woodridge South Sub Lt 2 XC City	787.96
400148382	South Pointe Development LLC	South Pointe Sub Lt 1	1,778.94
400148390	Milton Motels LLC	Miscellaneous Tracts 27-11-9 Pt N 1/2 SW 1/4 SW 1/4 3.03 A	3,654.00
400148412	Platte Valley State Bank &	Equestrian Meadows Sub Lt 1	1,292.08
400148420	Community Redevelopment Authority	Desert Rose Sub Pt Lt 1 XC City	3,101.77
400148439	Robb/Theodore J	Miscellaneous Tracts 27-11-9 Pt NW 1/4 SW 1/4 XC City 5.08 Ac	2,436.08
400148447	RIGI Hospitality LLC	Miscellaneous Tracts 27-11-9 Pt NW 1/4 SW 1/4 Pt Lt 4 Island XC City 4.85 Ac	2,300.21
400148471	Llamas/Moises & Olivia	Knox Sub Lot 1 XC City	1,013.80
400148528	All Faiths Funeral Home LLC	Miscellaneous Tracts 27-11-9 Pt NW 1/4 NW 1/4 SW 1/4 2.34 Ac	1,740.01
400148579	Pharmacy Holdings LLC	Equestrian Meadows Sub Lt 2	1,051.19
400148714	Willis/Ronald J & Lori D	Miscellaneous Tracts 28-11-9 Pt NE 1/4 NE 1/4 XC City .445 Ac	725.00
400151340	Robb/Mason D	Knox Third Sub Lt 2 XC City	957.32
400347849	Robb/Ted	Knox Third Sub Lt 3 XC City	558.68
400397110	O'Reilly Auto Enterprises, LLC	Runza Sub Lt 2 XC City	1,128.40
400398192	Robb/Mason D	Knox Third Sub Lt 1 XC City	1,117.61
400418517	Faulkner/Mark A & Suzanne G	Equestrian Meadows Sub Lt 3	1,335.29
400495529	Heritage Hospitality Inc	Vanosdall Sub Lt 1	585.48
400495530	Wayne Vanosdall Sanitation	Vanosdall Sub Lt 2	514.25

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		Total Assessment	71,149.86
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Adopted by the City Council of the City of Grand Island, Nebraska, on September 8, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 8, 2015

Council Session

Item E-1

**Public Hearing on Amendment to the Redevelopment Plan for
CRA Area 2 located at 1607 South Locust Street (Bosselman Real
Estate, LLC)**

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: September 8, 2015

Subject: Amendment to Redevelopment Plan for CRA Area 2

Presenter(s): Chad Nabity, AICP
CRA Director

Background

In 1999, the Grand Island City Council declared property referred to as CRA Area 2 as blighted and substandard and approved a generalized redevelopment plan for the property. The generalized redevelopment plan authorized the use of Tax Increment Financing (TIF) for the acquisition of property, redevelopment of property, site preparation including demolition, landscaping and parking. TIF can also be used for improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage.

Bosselman Real Estate LLC as the developer has submitted a proposed amendment to the redevelopment plan that would provide for site acquisition, necessary clearance, utility extensions, renovation of the existing building and planning activities and the subsequent construction of a 100 room hotel and small office center at 1607 S. Locust Street in Grand Island, Nebraska, Lot 1 of Fonner Fourth Subdivision in the City of Grand Island.

The CRA reviewed the proposed development plan on August 19, 2015 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on September 2, 2015. 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 2, 2015. The Planning Commission approved Resolution 2015-06 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island.

Discussion

Tonight, Council will hold a public hearing to take testimony on the proposed plan amendment (including the cost benefit analysis that was performed regarding this proposed project) and to enter into the record a copy of the plan amendment, the draft TIF 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 2 and authorizes the CRA to execute a contract for TIF based on the plan amendment. The redevelopment plan amendment permits for site acquisition, necessary clearance, utility extensions, renovation of the existing building and planning activities and the subsequent construction of a 100 room hotel and small office center at 1607 S. Locust Street in Grand Island, Nebraska. 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. There are more than \$8.200,000 of identified expenses eligible for Tax increment financing with the proposed redevelopment plan amendment it is anticipated that this project will generate \$6,552,000 worth of increment over 15 years. The bond for this project will be issued for a period of 15 years and will end upon final payment of the bond principal and any associated interest.

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

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 2
July 2015**

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area 2 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a commercial project in Area 2.

**Executive Summary:
Project Description**

THE ACQUISITION OF PROPERTY AT 1607 SOUTH LOCUST STREET AND THE SUBSEQUENT SITE WORK, RENOVATIONS, UTILITY IMPROVEMENTS, ENGINEERING, LANDSCAPING AND PARKING IMPROVEMENTS NECESSARY FOR REBUILDING CORPORATE OFFICE FOR BOSSELMAN COMPANIES ALONG WITH A MOTEL AND SEPARATE PROFESSIONAL OFFICE SPACE AT THIS LOCATION.

The use of Tax Increment Financing (TIF) to aid in the acquisition of property, rehabilitation of the existing building, necessary site work and installation of public utilities and utility connections necessary to develop this site. The use of TIF makes it feasible to complete the proposed project within the timeline presented. This project developer has stated that the project will not be completed at this location without the use of TIF.

The acquisition, rehabilitation, site work and construction of all improvements will be paid for by the developer. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the acquisition, site work and remodeling. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2017 towards the allowable costs and associated financing for the acquisition and site work.

TAX INCREMENT FINANCING TO PAY FOR THE ACQUISITION OF THE PROPERTY AND RELATED SITE WORK WILL COME FROM THE FOLLOWING REAL PROPERTY:

Property Description (the “Redevelopment Project Area”)

This property is located east of Locust Street south of State Fair Boulevard and west of Fonner Park in south central Grand Island, the attached map identifies the subject property and the surrounding land uses:

- **Legal Description** Lot 1 of Fonner Fourth Subdivision (It is anticipated this property will be re-subdivided to accommodate phases 2 and 3 of this proposal.



The tax increment will be captured for the tax years the payments for which become delinquent in years 2018 through 2031 inclusive.

The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from the construction of new commercial space on this property.

Statutory Pledge of Taxes.

Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in the Redevelopment Project Area shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be January 1, 2017. 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 September 13, 1999.[§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 consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to acquire the necessary property and provide the necessary site work for the construction of a permitted use on this property.

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

a. Land Acquisition:

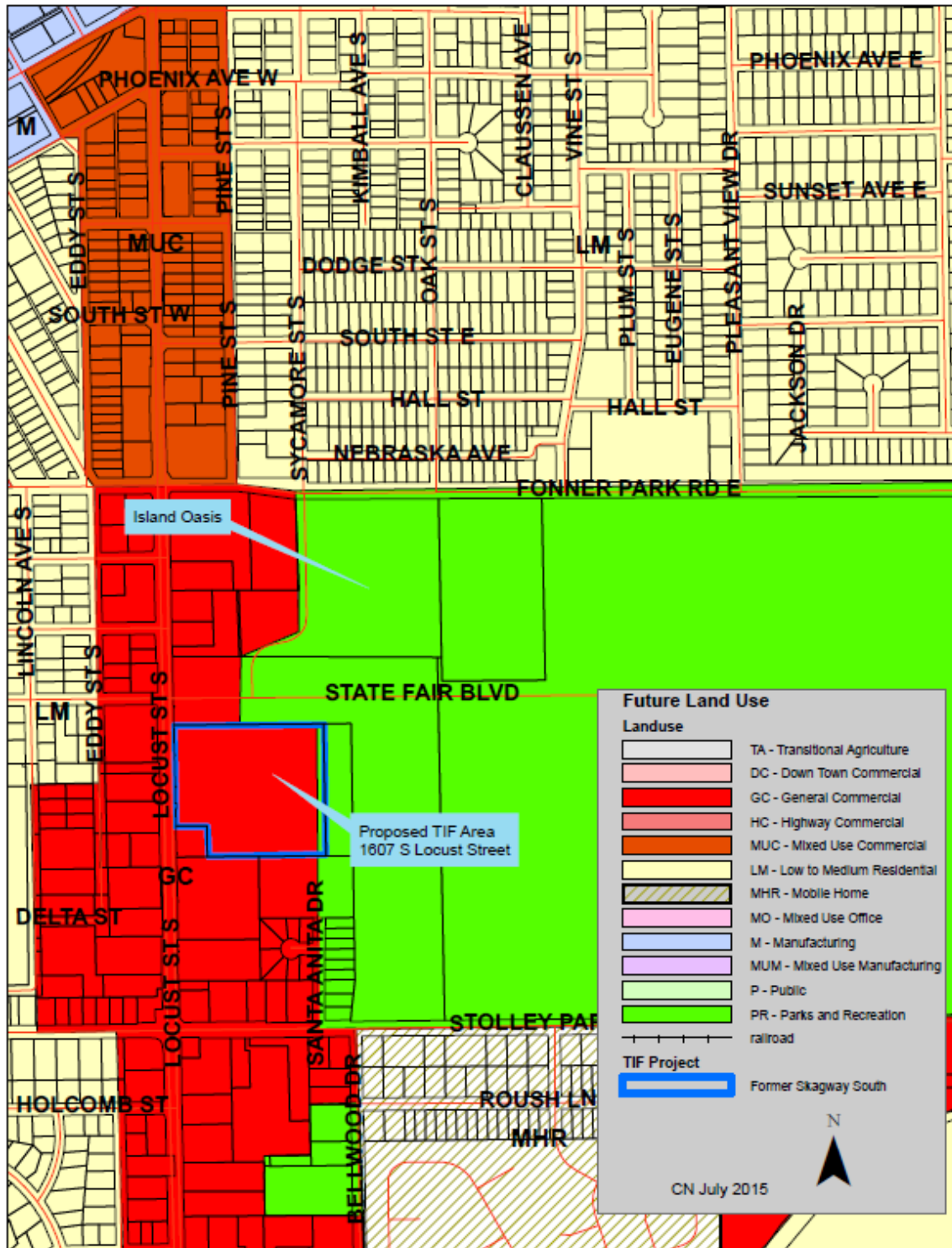
The Redevelopment Plan for Area 2 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority. The applicant will be acquiring the property from the current owner.

b. Demolition and Removal of Structures:

The project to be implemented with this plan will not require demolition of any existing structures.

c. Future Land Use Plan

See the attached map from the 2004 Grand Island Comprehensive Plan. The site is planned for commercial development within this arterial corridor allowing for maximum exposure. Residential and hotel uses are also permitted in this area [§18-2103(b) and §18-2111]. The attached map also is an accurate site plan of the area after redevelopment. [§18-2111(5)]



City of Grand Island Future Land Use Map

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

The area is zoned B2-AC General Business zone with an Arterial Commercial Overlay District. No zoning changes are anticipated with this project. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use

The developer is proposing to remodel the existing retail building for a combination of retail uses, office uses and residential dormitories. In addition there are future phases that anticipate the development of a 100 room motel at the northwest corner of the site and additional in-line professional office space along the southern property line. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

Sewer and water are available to support this development. Connections for water and sewer will have to be extended to serve the proposed future development.

No other utilities would be impacted by the development.

The developer will be responsible for replacing any sidewalks damaged during construction of the project.

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

4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. This amendment does not provide for acquisition of any residences and therefore, no relocation is contemplated. [§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]

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

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

The developer is proposing to purchase this property for redevelopment for \$1,700,000 provided that TIF is available for the project as defined. The cost of property acquisition is being included as a TIF eligible expense. Costs for site preparation, utility extensions, building plans, and renovation of the existing building \$6,591,600 and are included as TIF eligible expenses for phase 1. Phase 2 eligible expenses include sitework/utility extensions, architecture and legal fees of \$315,000. Phase 3 eligible expenses include architecture and legal fees of \$120,000. The total amount of the TIF eligible expenses in this request is over \$8,700,000 It is estimated based on the proposed increased valuation for Phase 1 of the project of \$11,617,706 will result in \$3,836,200 of increment generated over a 15 year period. Phase 2 would generate an increase in value of \$8,083,00 with \$2,491,229 generated over a 14 year period. Phase 3 would generate an increase of \$787,000 with \$225,230 generated over a 13 year period. A total of \$6,552,000 of TIF would be available to cover \$8,726,600 worth of TIF eligible expenses. It is anticipated that the developer will spend almost \$2,175,000 more on eligible expenses than will be generated by the tax increment.

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

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

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$6,552,000 for the project from the proceeds of the TIF Indebtedness issued by the Authority. 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 after January 1, 2018 through December 2032.

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, in that it will allow for the utilization of the existing building and development of additional commercial facilities at this location. This lot is surrounded by similar commercial uses. This will not increase traffic in the area. New commercial development will raise property values and provide a stimulus to keep surrounding properties properly maintained. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions.

8. Time Frame for Development

Development of Phase 1 of this project is anticipated to be completed between January of 2016 and December of 2016. Excess valuation should be available for this project for 15 years beginning with the 2017 tax year. It is anticipated that Phases 2 and 3 will be completed within 5 years of the beginning of the project depending on market conditions.

9. Justification of Project

The property is located at the entrance to the Fonner Park and the Nebraska State Fair Grounds. These facilities are enjoyed and visited by hundreds of thousands of people each year. This commercial property was vacated in May of 2015 and this is an excellent chance to redevelop the property as the corporate headquarters for a Grand Island based company that does business all over the United States. The proposed project will be highly visible and complement the image of both the Community and the Bosselman Companies. The potential addition of a hotel at this location increases the synergy between Fonner Park and the Bosselman Conference center and South Locust. This will provide hotel rooms within close walking distance to these facilities. This project does not propose to tear down or substantially alter any buildings with historic value.

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 Bosselman Skagway South Redevelopment Project, including:

Project Sources and Uses. Approximately \$6,552,000 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This project has \$8,726,600 worth of TIF eligible expenses. The developer will be responsible for funding the additional \$2,174,600 as private investment. The total private investment on this project is the total of the costs not eligible for TIF \$11,215,000 plus the \$2,174,600 of TIF eligible costs that will not be covered by the Tax Increment for a total private investment of \$13,389,600. This \$6,552,000 investment by the Authority and the people of Grand Island will leverage \$13,389,600 in private sector financing; a private investment of \$2.04 for every TIF dollar investment.

Use of Funds. Phase 1			
Description	Eligible for TIF Funds	Private Funds	Total
Site Acquisition	\$1,700,000		\$1,700,000
Utilities/On Site Improvements	\$500,000		\$500,000
Legal Private	\$5,000		\$5,000
Legal CRA Cost ¹	\$35,000		\$35,000
Fees ¹	\$1,600		\$1,600
Architecture	\$60,000		\$60,000
Building Rehabilitation Costs	\$6,000,000		\$6,000,000
Soft Costs		\$215,000	\$215,000
Personal Property		\$750,000	\$750,000
TOTALS	\$8,301,600	\$965,000	\$9,266,600

¹ Not included on application but shown as an eligible expense to be paid by the developer.

Use of Funds. Phase 2			
Description	Eligible for TIF Funds	Private Funds	Total
Site Acquisition	\$0		\$0
Utilities/On Site Improvements	\$0		\$0
Legal Private Fees	\$5,000	\$	\$5,000
Architecture	\$60,000	\$	\$60,000
Building Costs		\$9,000,000	\$9,000,000
Soft Costs		\$205,000	\$205,000
Personal Property		\$	\$
TOTALS	\$315,000	\$9,215,000	\$9,530,000

Use of Funds. Phase 3			
Description	Eligible for TIF Funds	Private Funds	Total
Site Acquisition	0		0
Utilities/On Site Improvements	\$100,000		\$100,000
Legal Private Fees	\$5,000		\$5,000
Architecture	\$15,000		\$15,000
Building Costs	\$	1,000,000	\$1,000,000
Soft Costs		\$30,000	\$30,000
Personal Property		\$	\$
TOTALS	\$120,000	\$1,030,000	\$1,150,000

Tax Revenue. The property to be redeveloped has a January 1, 2015, valuation of approximately \$2,290,814. Based on the 2014 levy this would result in a real property tax of approximately \$50,292. It is anticipated that the assessed value will increase by almost \$20,500,000 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$451,000 annually resulting in \$6,552,000 of increment over the 15 year period. 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 2014 assessed value:	\$ 2,290,814
Estimated value after completion	\$ 22,778,988
Increment value	\$ 20,488,175
Annual TIF generated (estimated)	\$ 451,017
TIF bond issue	\$ 6,552,000

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

The redevelopment project area currently has an estimated valuation of \$2,290,814. The proposed redevelopment and commercial construction at this location will result in an additional \$20,488,175 of taxable valuation based on valuations of similar properties. 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. The project will not add any tax burdens to taxing entities. Therefore no tax shifts will occur.

(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. Fire and police protection are available and should not be impacted by this development.

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

This project will not negatively impact employers or employees in the area directly. Bosselman Companies will be able to continue employing people within the City of Grand Island.

(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

No impacts are anticipated outside of the city or immediate area to total employment from this project other than the incremental increase due to the construction.

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

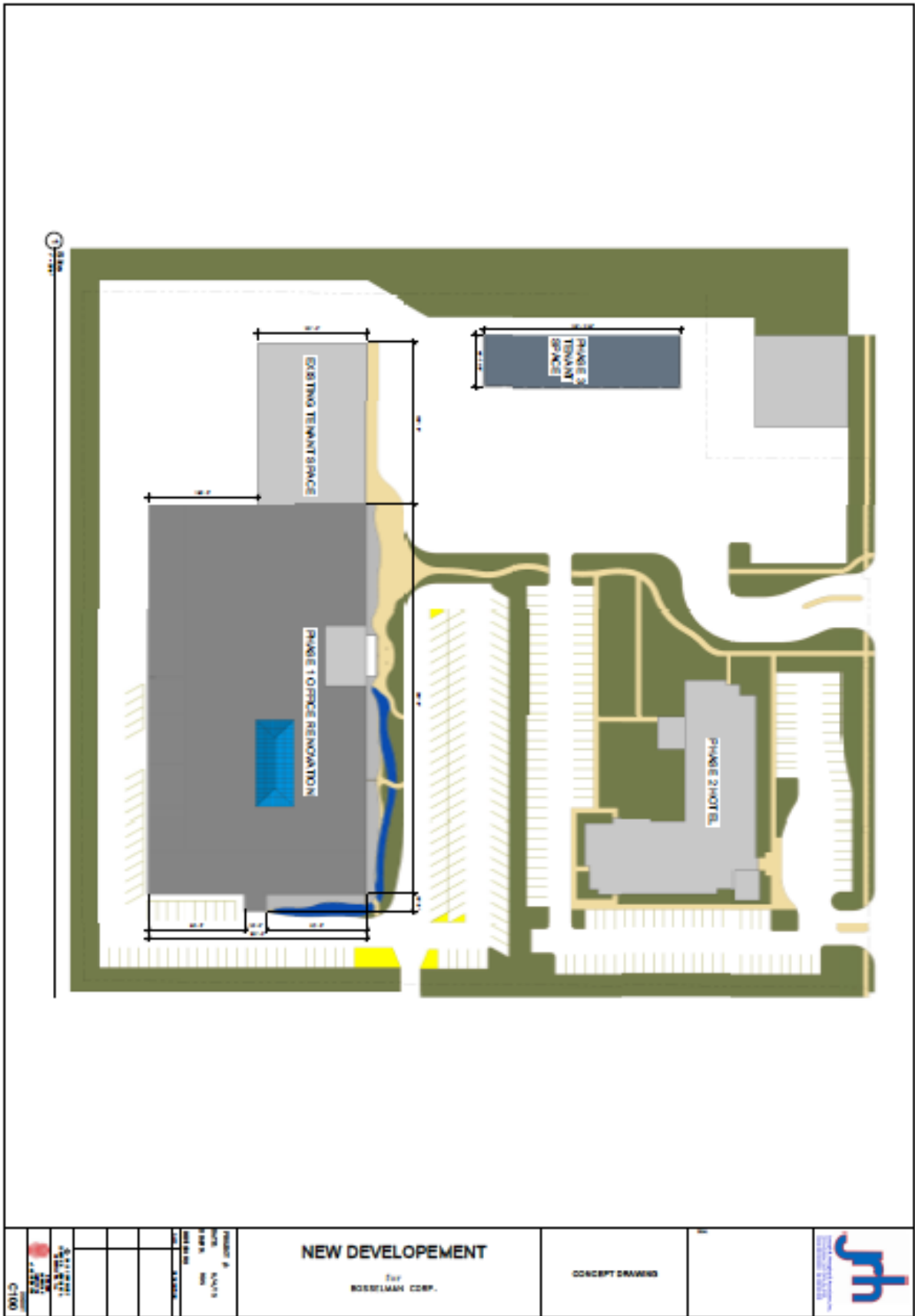
This project will utilize a piece of property in the Grand Island City Limits that is at the entrance to the Fonner Park and the Nebraska State Fair grounds. This property has been the home of Skagway South for more than 20 years. Skagway closed this past May leaving the building mostly vacant. This project will change this entrance in to the fairgrounds in a positive way, rehabilitate and reutilize the existing building and provide hotel rooms within walking distance of the fairgrounds.

Time Frame for Development

Development of this project is anticipated to be completed during between October 2015 and December of 2018, depending on the market demand for the buildings in phases 2

and 3. The date of TIF will be established with the approved contract but it is anticipated that the base tax year should be calculated on the value of the property as of January 1, 2016. Excess valuation should be available for this project for 15 years beginning with the 2017 tax year. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years or an amount not to exceed \$6,552,000 the projected amount of the eligible expenses for this project. Based on the purchase price of the property and estimates of the expenses of renovation activities and associated engineering fees, the developer will spend more than \$8,700,000 on TIF eligible activities.

See Attached Site Plan





BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name: Bosselman Real Estate, LLC
3123 W. Stolley Park Road, PO Box 4905
Grand Island, NE 68802-4905

Telephone: 308-381-5501 ext. 147
Contact: Gus Patsios

Brief Description of Applicant's Business:

Bosselman Real Estate, LLC is a Nebraska limited liability company affiliated with the Bosselman Retail Companies. Founded in 1948, the Bosselman Companies has expanded throughout 24 states with over 1,400 employees. A family company in its third generation, Bosselman is comprised of 49 convenience stores, 44 truck repair shops, 12 hotels, 5 restaurants, 5 quick serve food locations, an indoor professional football team, storage, vending, and truck rental services, and Nebraska's premier travel center. Bosselman corporate headquarters are located in Grand Island, Nebraska.

Present Ownership Proposed Project Site:

Parcel #400130572
Grand Island Associates LLC
An Illinois LTD Liability Company
16619 S. Manchester Rd.
Tinley IL. 60477

Proposed Project:

The redevelopment of the former Skagway building located at 1607 South Locust Street into to a vibrant corporate office setting with bistro, retail liquor store, hotel and convention center, and commercial professional office plaza. The property is comprised of 10.10 acres with 73,313 square feet under roof. The existing building is brick exterior

with steel internal structure. Bosselman Real Estate, LLC will execute a three phase plan for the renovation of the existing building and development of a new hotel and professional commercial office building.

PHASE ONE: Bosselman Real Estate, LLC proposes a complete renovation of the existing Skagway building including exterior windows, new façade, paint, roof, HVAC, interior demolition, parking lot repair, site beautification construction to convert the structure to a class A, state-of-the-art corporate office facility totaling 42,000 square feet, plus warehouse space. Phase One also includes a 4,000 square foot bistro/catering venture and a 2,500 square foot retail liquor store. The current façade will be completely removed and replaced with new branding to include Bosselman signage, awnings, paint, lighting, windows, and water feature. Exterior amenities will include secure parking with site lighting, new asphalt overlay, and landscaping.

PHASE TWO: Bosselman Real Estate, LLC proposes a ground up build of a branded hotel/convention center with an estimated 100 rooms.

PHASE THREE: Bosselman Real Estate, LLC proposes a professional commercial office building, with (6) 1,500 square foot suites for lease. (See Exhibit A)

Estimated Project Costs: Phase I Skagway Building

Acquisition Costs:

A. Land	\$ 578,000
B. Building	\$ 1,122,000

Construction Costs:

A. Renovation or Building Costs:	\$ 6,000,000
B. On-Site Improvements:	\$ 500,000

Soft Costs:

A. Architectural & Engineering Fees:	\$ 60,000
B. Financing Fees:	\$ 15,000
C. Legal/Developer/Audit Fees:	\$ 5,000
D. Contingency Reserves:	\$ 200,000
E. Personal Property:	<u>\$ 750,000</u>
TOTAL	\$ 9,230,000

Total Estimated Market Value at Completion: Phase I \$13,908,520

Estimated Project Costs: Phase II Hotel/Convention Center

Acquisition Costs:

A. Land	\$ 0
B. Building	\$ 0

Construction Costs:

A. Renovation or Building Costs:	\$ 9,000,000
B. On-site improvements:	\$ 250,000

Soft Costs:

A. Architectural & Engineering Fees:	\$ 60,000
B. Financing Fees:	\$ 15,000
C. Legal/Developer/Audit Fees:	\$ 5,000
D. Contingency Reserves:	\$ 200,000
E. Other (Please Specify)	\$ 0
TOTAL	\$ 9,530,000

Total Estimated Market Value at Completion: Phase II \$ 8,083,434

Estimated Project Costs: Phase III Office Center

Acquisition Costs:

A. Land	\$ 0
B. Building	\$ 0

Construction Costs:

A. Renovation or Building Costs:	\$ 1,000,000
B. On-Site Improvements:	\$ 100,000

Soft Costs:

A. Architectural & Engineering Fees:	\$ 15,000
B. Financing Fees:	\$ 5,000
C. Legal/Developer/Audit Fees:	\$ 5,000
D. Contingency Reserves:	\$ 25,000
E. Other (Please Specify)	\$ 0
TOTAL	\$1,150,000

Total Estimated Market Value at Completion: Phase III \$ 787,035

Estimated Project Costs: \$19,925,000

Total Estimated Market Value at Completion: \$22,778,989

Source of Financing:

A. Developer Equity:	\$ 2,000,000
B. Commercial Bank Loan:	\$ 17,925,000
Tax Credits:	
1. N.I.F.A.	\$ 0
2. Historic Tax Credits	\$ 0
D. Industrial Revenue Bonds:	\$ 0
E. Tax Increment Assistance:	\$6,552,000
F. Other (Façade Improvement)	\$ 300,000

Architect: Ryan Sterns
Hewgley and Associates
702 S. Bailey
North Platte, NE 69101
308-534-4983

General Contractor: Matt Krieser
Bosselman Administrative Services, Inc.
3123 W. Stolley Park Road, PO Box 4905
Grand Island Ne. 68802-4905
308-382-5501 ext. 170

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

Phase I
Base \$2,290,814
Expected value \$13,908,520
Annual Tax Increment \$255,747
15 year \$3,836,200

Phase II
Base \$0
Expected Value \$8,083,434
Annual Tax Increment \$177,945
14 year \$2,491,229

Phase III
Base \$0
Expected Value \$787,035
Annual tax Increment \$17,325
13 year \$225,230

Project Construction Schedule:

Construction Start Date: 10/15/2015
Construction Completion Date: See phased timeline

Phased Project Timeline:

2015 10% Complete
2016 100% Phase I Complete
2017 25% Phase II Complete
2018 100% Phase II Complete
2019 100% All Phases Complete

TAX INCREMENT FINANCING REQUEST INFORMATION

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

Bosselman Real Estate, LLC is requesting tax increment financing in the amount of \$6,552,000 over 15 years. The purpose is to purchase, renovate and develop the former Skagway south facility located at 1607 South Locust Street, Grand Island, Nebraska. The location would be converted from a grocery store to corporate office building. Exterior renovations include new façade, paint, windows, signage, roof, HVAC roof units, parking lot improvement. Interior will include demolition of old interior walls, new flooring, office spaces, conference rooms, electrical, IT, lighting, HVAC, plumbing, duct work, and paint. Project also includes a new hotel/convention center and commercial professional office center.

Statement Identifying Financial Gap and Necessity for use of Tax Increment Financing for Proposed Project: Due to the poor condition of the building and parking lot, financial analysis has determined without TIF, the building acquisition costs, demolition, renovation, and new construction costs are too high to support a reasonable ROI on the project.

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:

2012 Sayre, OK. Boss Truck Shop
2013 Sullivan, MO. Boss Truck Shop
2013 Tucumcari, NM. Boss Truck Shop
2013 LaVista, NE. Pump & Pantry
2013 Fremont, NE. Pump & Pantry
2013 370 Omaha, NE. Pump & Pantry
2013 York, NE. Pump & Pantry
2013 Gretna, NE. Boss Truck Shop
2013 Rawlins, NE. Boss Truck Shop
2014 Bellevue, NE. Pump & Pantry
2014 Lincoln, NE. Quality Inn
2014 Bellevue, NE. Comfort Inn
2014 Grand Island, NE. Quaker Steak & Lube
2015 Cairo, NE. Pump & Pantry

IV. Please Attach Applicant's Corporate/Business Annual Financial Statements for the Last Three Years. Since this is a new LLC set up on June 26, 2015 for the purposes of buying and developing this property there are no financial statements available for the last 3 years.

Skagway South



Skagway Front



Northwest Front



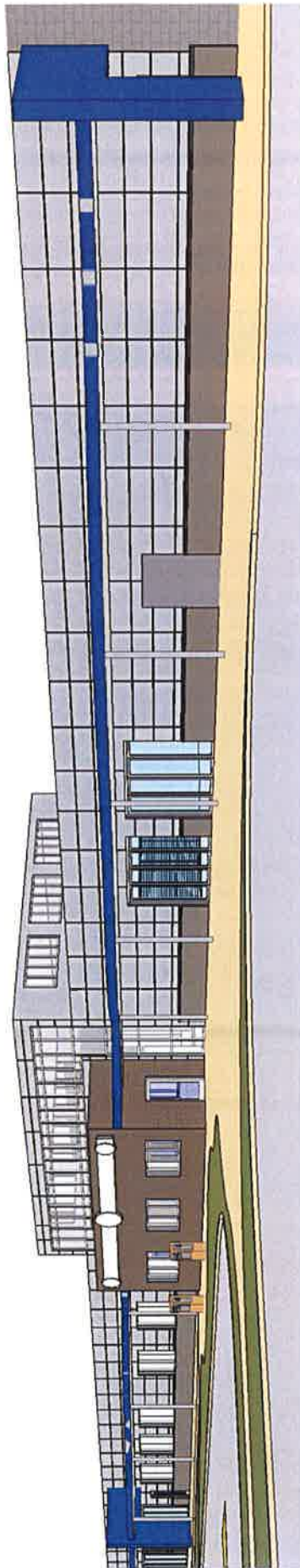
Northwest Corner



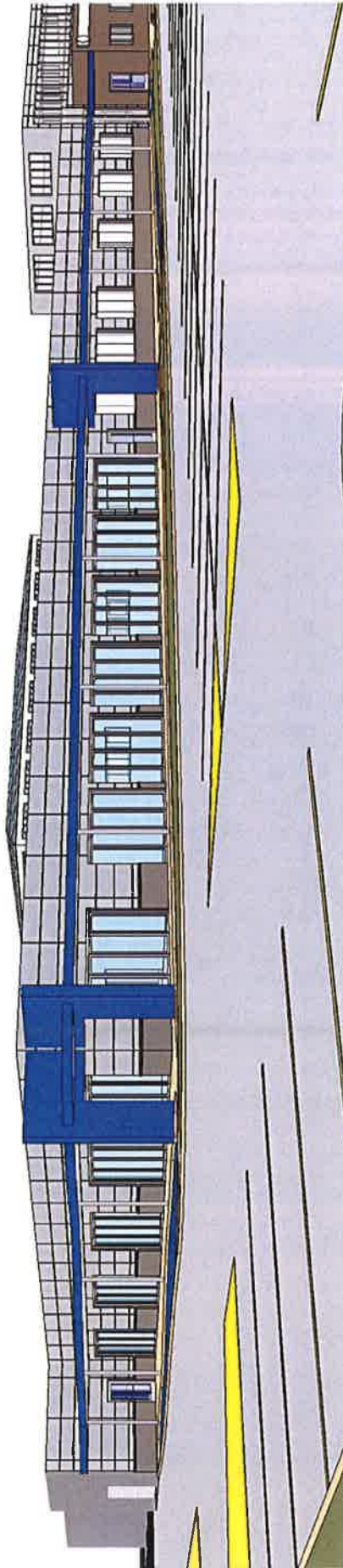
Northeast Corner

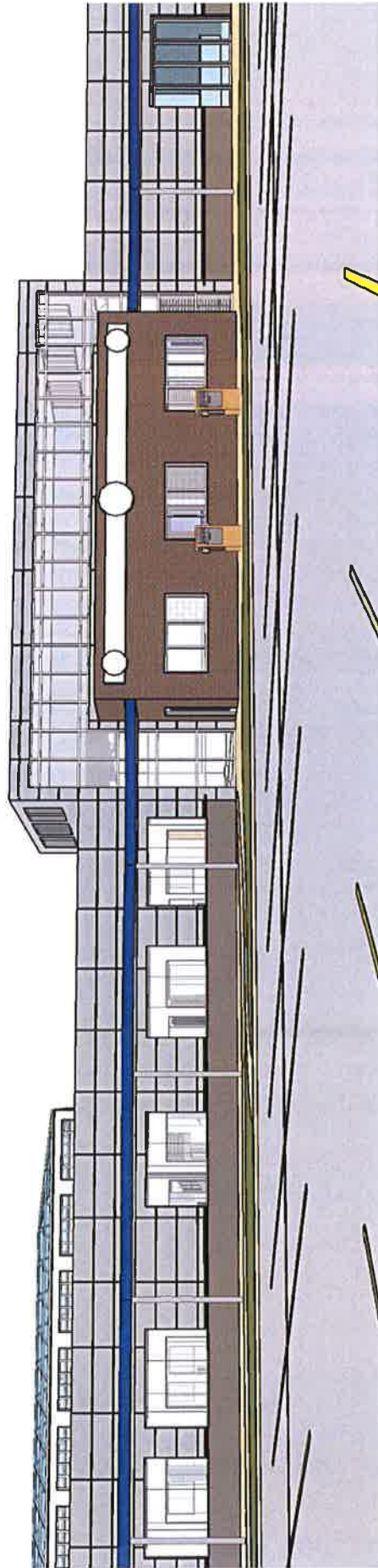


Post Office Box 1968
Grand Island, Nebraska 68802-1968
Phone: 308 385-5240
Fax: 308 385-5423
Email: cnabity@grand-island.com









HALL COUNTY ASSESSOR'S OFFICE



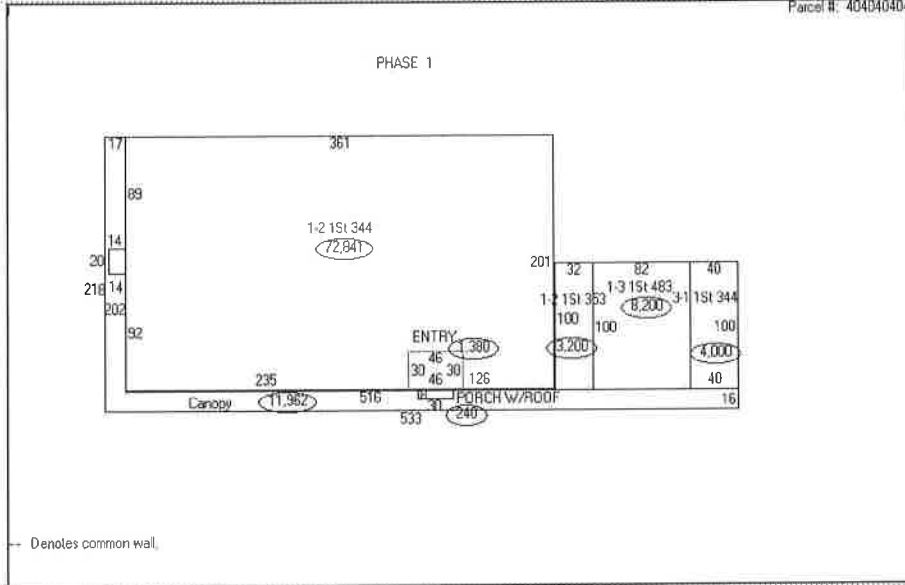
Commercial Property Record Card -Inactive Record



Data Provided By: JANET L. PELLAND County Assessor. Printed on 07/07/2015 at 08:55:04A

Parcel Information		Ownership Information	
Parcel Number	404040404	Current Owner	BOSELMAN REAL ESTATE DEVELOPMENT
Map Number		Address	3123 W STOLLEY PARK RD, STE A
Situs	1607 SOUTH LOCUST	City St. Zip	GRAND ISLAND NE 68802-
Legal	WHAT IF FOR BOSELMAN (OLD SKAGWAY SOUTH LOCATION)	Cadastral #	

Property Data			
Neighborhood	275	Topography	
Lot Width		Street	
Lot Depth		Utilities	
Units Buildable	440178	Amenities 1	
Value Method	SF	Amenities 2	
		Number of Units	440178
		Unit Value	2.33
		Adjustment	0.75
		Lot Value	769,211



Building Data														
Bldg.	Sec.	Code	Description	Year	Cls.	Qual.	Cond.	Area	Perm.	Stor.	Hght.	Sec. RCN	Phys. Func.	RCNLD
1	2	344	OFFICE BUILDING	1993	C	400	40	72,841	1,152		1	15 10,253,828		10,253,828
1	3	353	RETAIL STORE	1970	C	300	40	3,200	264		1	16 336,928	15%	286,389
1	4	483	FITNESS CENTER	1970	C	300	40	8,200	364		1	16 768,258	15%	653,019
1			PAVING, ASPHALT	2015				440,120				990,270		990,270
1			OPEN PORCH W/ROOF	2015				240				3,302		3,302
1			CANOPY, ROOF/SLAB	2015				11,962				221,297		221,297
3	1	344	OFFICE BUILDING	1970	C	300	40	4,000	280		1	16 430,120	15%	365,602
3	1	344	OFFICE BUILDING	1970	C	300	40	4,000	280		1	16 430,120	15%	365,602

Cost Approach From Marshall & Swift			Potential Gross Income		
				Contract	Market
Total Building Area	92,241				
Total Building RCN	12,219,254	Vacancy & Collection Loss			
Total Refinements	1,214,869	Effective Income			
Total Replacement Cost New	13,434,123	Total Expenses			
Total Phys. & Func. Depreciation	(294,814)	Net Operating Income			
RCN Less Phys. & Func.	13,139,309	Capitalization Rate			
Economic Depreciation		Income Approach			
Accrued Economic depreciation		Final Value Reconciliation			13,908,520
Total RCN Less Depreciation	13,139,309				
Additional Lump Sums					
Land Value	769,211				
Total Cost Value	13,908,520				
Value Per Res Unit					
Value Per Sq. Ft.	150.78				

*DATA USED FOR COST CALCULATIONS SUPPLIED BY MARSHALL & SWIFT which hereby reserves all right herein.

HALL COUNTY ASSESSOR'S OFFICE



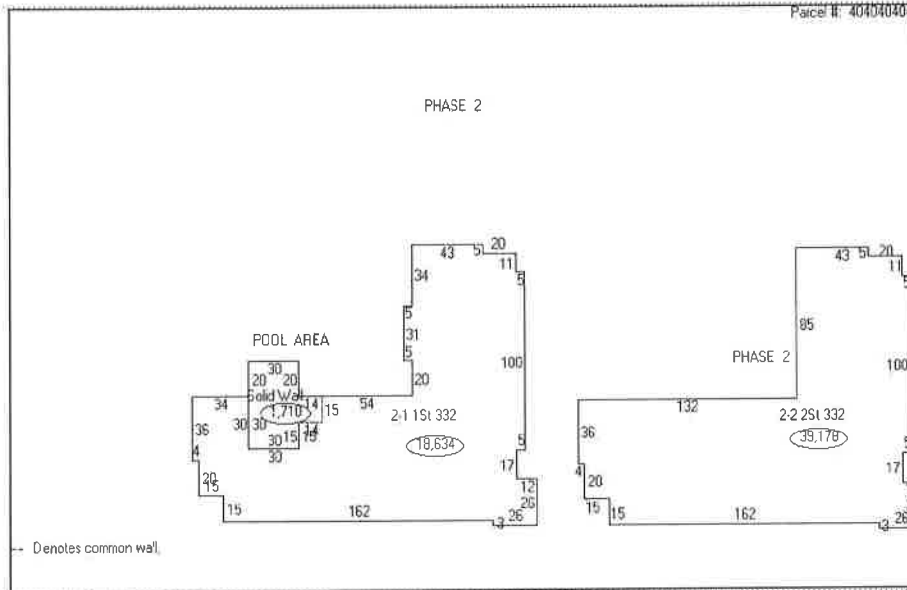
Commercial Property Record Card -Inactive Record



Data Provided By: JANET L. PELLAND County Assessor. Printed on 07/06/2015 at 08:41:48A

Parcel Information		Ownership Information	
Parcel Number	404040404	Current Owner	BOSELMAN REAL ESTATE DEVELOPMENT
Map Number		Address	3123 W STOLLEY PARK RD, STE A
Situs	1607 SOUTH LOCUST	City St. Zip	GRAND ISLAND NE 68802-
Legal	WHAT IF FOR BOSELMAN (OLD SKAGWAY SOUTH LOCATION)	Cadastral #	

Property Data		
Neighborhood	275	Topography
Lot Width		Street
Lot Depth		Utilities
Units Buildable		Amenities 1
Value Method		Amenities 2
		Number of Units
		Unit Value
		Adjustment
		Lot Value



Building Data														
Bldg.	Sec.	Code	Description	Year	Cls.	Qual.	Cond.	Area	Perm.	Stor.	Hght.	Sec. RCN	Phys. Func.	RCNLD
			SWIM POOL, COM	2015				1,841				94,130		94,130
			SPRINK SYS WET PIP	2015				59,653				140,185		140,185
			ELEV, ELEC, PASSNG	2015				2				204,750		204,750
			PAVING, ASPHALT	2015				440,120				990,270	100%	
2	1	343	MOTEL	2015	C		400	40	18,634	812	1	16,249,043		2,493,043
2	2	343	MOTEL	2015	C		400	40	39,178	742	2	15,509,017		5,099,017
2			SOLID WALL PORCH						1,710			52,309		52,309

Cost Approach From Marshall & Swift				Potential Gross Income			
				Contract		Market	
Total Building Area			57,812				
Total Building RCN			7,592,060				
Total Refinements			1,481,644				
Total Replacement Cost New			9,073,704				
Total Phys. & Func. Depreciation			(990,270)				
RCN Less Phys. & Func.			8,083,434				
Economic Depreciation							
Accrued Economic depreciation							
Total RCN Less Depreciation			8,083,434				
Additional Lump Sums							
Land Value							
Total Cost Value			8,083,434				
Value Per Res Unit							
Value Per Sq. Ft.			139.82				
*DATA USED FOR COST CALCULATIONS SUPPLIED BY MARSHALL & SWIFT which hereby reserves all right herein.							

HALL COUNTY ASSESSOR'S OFFICE



Commercial Property Record Card



Data Provided By: JANET L. PELLAND County Assessor. Printed on 07/02/2015 at 04:38:08P

Parcel Information

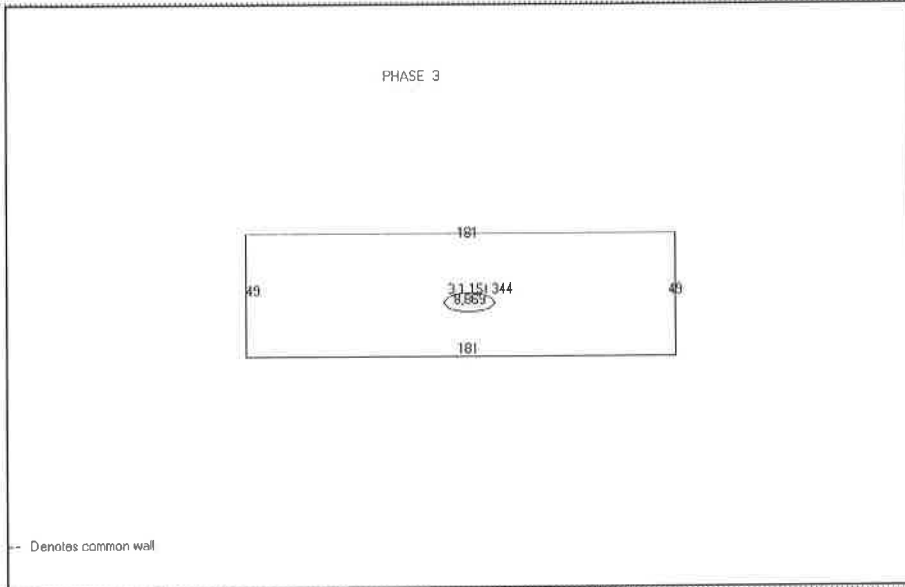
Parcel Number 404040404
 Map Number
 Situs 1607 SOUTH LOCUST
 Legal WHAT IF FOR BOSSELMAN (OLD SKAGWAY SOUTH LOCATION)

Ownership Information

Current Owner BOSSELMAN REAL ESTATE DEVELOPMENT
 Address 3123 W STOLLEY PARK RD, STE A
 City St. Zip GRAND ISLAND NE 68802-
 Cadastral #

Property Data

Neighborhood 275	Topography	Number of Units
Lot Width	Street	Unit Value
Lot Depth	Utilities	Adjustment
Units Buildable	Amenities 1	Lot Value
Value Method	Amenities 2	



Building Data

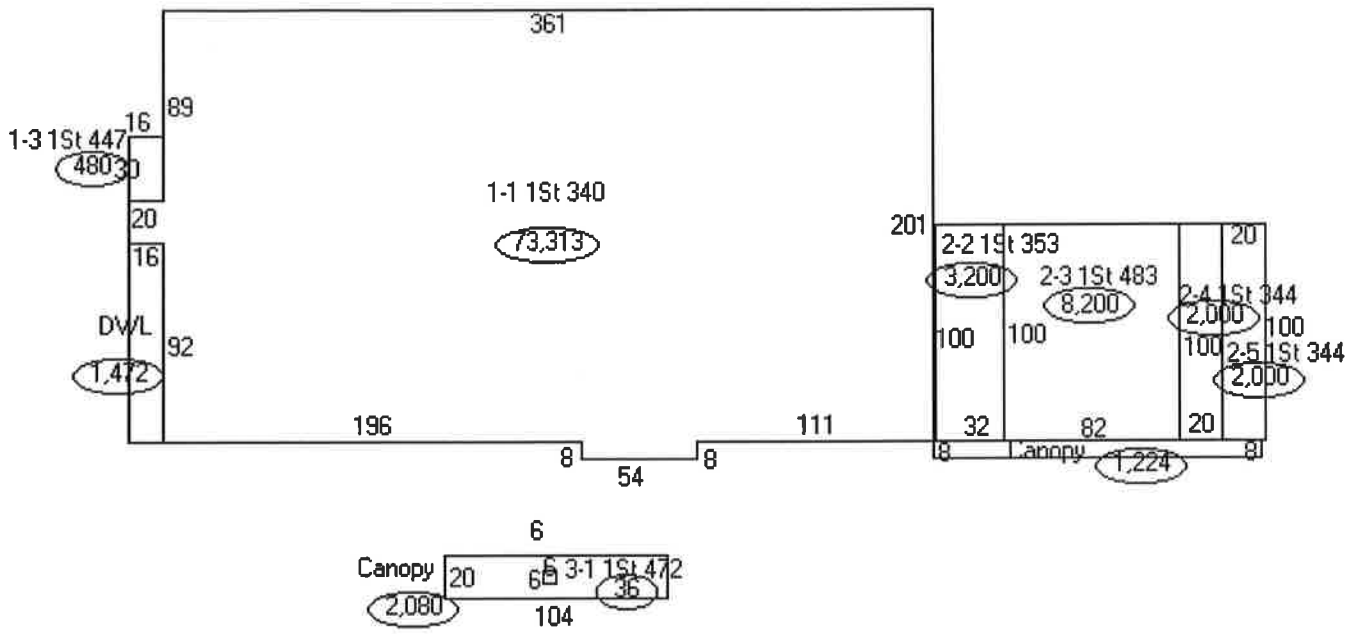
Bldg.	Sec.	Code	Description	Year	Cls.	Qual.	Cond.	Area	Perm.	Stor.	Hght.	Sec. RCN	Phys. Func.	RCNLD
			SPRINK SYS WET PIP	2015				8,869				20,842		20,842
3	1	344	OFFICE BUILDING	2015	S	300	40	8,869	460	1	12	766,193		766,193

Cost Approach From Marshall & Swift

Potential Gross Income

Total Building Area	8,869	Vacancy & Collection Loss	
Total Building RCN	766,193	Effective Income	
Total Refinements	20,842	Total Expenses	
Total Replacement Cost New	787,035	Net Operating Income	
Total Phys. & Func. Depreciation		Capitalization Rate	
RCN Less Phys. & Func. Economic Depreciation	787,035	Income Approach	
Accrued Economic depreciation		Final Value Reconciliation	787,035
Total RCN Less Depreciation	787,035		
Additional Lump Sums			
Land Value			
Total Cost Value	787,035		
Value Per Res Unit			
Value Per Sq. Ft.	88.74		

*DATA USED FOR COST CALCULATIONS SUPPLIED BY MARSHALL & SWIFT which hereby reserves all right herein.



Denotes common wall.



Janet Pelland
Assessor

Hall County Assessor

121 South Pine Street, Suite 1
Grand Island, NE 68801-6099
Phone: (308) 385-5050
Fax: (308) 385-5059
TDD: (800) 833-7352



Barb Stoddard
Deputy Assessor

Property Summary [\(Appraisal Details\)](#)

Parcel Information

Parcel Number: 400130572
Map Number: 3315-00-0-11917-000-0001
Situs: 01607 \S LOCUST
Legal: FONNER FOURTH SUB LT 1
Cadastral: 0003-0036-0034

Ownership Information

Current Owner: GRAND ISLAND ASSOCIATES LLC
AN ILLINOIS LTD LIABILITY CO
Address: 16619 S MANCHESTER RD
City, State: TINLEY PARK IL
Zipcode: 60477-0000

Current Valuation

Land Value: 769,211
Impr. Value: 0
Outbuildings: 2,063,156
Total Value: 2,832,367
Exemptions: 0
Taxable Value: 2,832,367

Assessment Data

District: 5
School Base: GRAND ISLAND 2
Affiliated Code:
Neighborhood: 275
Greenbelt Area:
Greenbelt Loss: 0

Property Classification

Status: Improved
Use: Commercial
Zoning: 03
Location: Urban
City Size: 12,001-100,000
Lot Size: 06

Sales History

NO SALES HISTORY RECORDS FOUND

Building Permits

Permit No.	Date	Description	Amount
	1/1/2016	45 DAY SIGN	
	1/1/2015	INTERIOR REMODEL/NEW TENANTS/UPDATES	
	1/1/2014	INTERIOR REMODEL/NO CHANGE IN VALUE FOR 2014	
	1/1/2008	RENOVATION OF DELI AREA COMPLETE	
	1/1/2006	REMODEL COMPLETE/COMMERCIAL UPDATE	
	1/1/2002	ADD 24 HR SELF SERVE GAS STATION/7.15% TAX EQUALIZATION AND REVIEW COMMISSION INCREASE	

Historical Valuation Information

Year	Billed Owner	Land	Impr.	Outbldg	Total	Exempt	Taxable	Taxes
2014	GRAND ISLAND ASSOCIATES LLC	769,211	0	1,521,603	2,290,814	0	2,290,814	50,291.92
2013	GRAND ISLAND ASSOCIATES LLC	769,211	0	1,521,603	2,290,814	0	2,290,814	48,917.66

2012	GRAND ISLAND ASSOCIATES LLC	769,211	0	1,521,603	2,290,814	0	2,290,814	49,371.64
2011	GRAND ISLAND ASSOCIATES LLC	769,211	0	1,521,603	2,290,814	0	2,290,814	48,497.18
2010	GRAND ISLAND ASSOCIATES LLC	769,211	0	1,521,603	2,290,814	0	2,290,814	46,833.76
2009	GRAND ISLAND ASSOCIATES LLC	769,211	0	1,521,603	2,290,814	0	2,290,814	46,396.00
2008	GRAND ISLAND ASSOCIATES LLC	769,211	0	1,521,603	2,290,814	0	2,290,814	45,743.72
2007	GRAND ISLAND ASSOCIATES LLC	769,211	0	1,436,756	2,205,967	0	2,205,967	43,927.60
2006	GRAND ISLAND ASSOCIATES LLC	769,211	0	1,436,756	2,205,967	0	2,205,967	45,194.40
2005	GRAND ISLAND ASSOCIATES LLC	771,149	0	1,438,384	2,209,533	0	2,209,533	45,120.70
2004	GRAND ISLAND ASSOCIATES LLC	771,149	0	1,438,384	2,209,533	0	2,209,533	44,591.00
2003	GRAND ISLAND ASSOCIATES LLC	771,149	0	1,438,384	2,209,533	0	2,209,533	48,494.72
2002	GRAND ISLAND ASSOCIATES LLC	771,149	0	1,438,384	2,209,533	0	2,209,533	46,958.74
2001	GRAND ISLAND ASSOCIATES LLC	719,691	0	1,295,431	2,015,122	0	2,015,122	42,040.50
2000	GRAND ISLAND ASSOCIATES LLC	719,691	0	1,295,431	2,015,122	0	2,015,122	44,324.12
1999	GRAND ISLAND ASSOCIATES LLC		2,015,122		2,015,122	0	2,015,122	43,742.86
1998	GRAND ISLAND ASSOCIATES LLC		1,886,600		1,886,600	0	1,886,600	41,735.00
1997	SPIRAL REALTY CORP. A DELAWARE CORP		1,886,600		1,886,600	0	1,886,600	44,068.34
1996	SPIRAL REALTY CORP. A DELAWARE CORP		1,886,600		1,886,600	0	1,886,600	43,159.18
1995	SPIRAL REALTY CORP. A DELAWARE CORP		1,886,600		1,886,600	0	1,886,600	41,827.82
1994	SPIRAL REALTY CORP. A DELAWARE CORP		1,414,831		1,414,831	0	1,414,831	34,162.52

Parcel Comments

Number

Comment

1/99 PLAT PT LT 1 FONNER 2ND SUB 8/98 \$1800000 COURT

Photos/Sketches

Filedate: 7/6/2015 11:00:05 PM



THOMSON REUTERS

Hall County Treasurer



Peg Pesek
Treasurer

121 South Pine Street, Suite 2
Grand Island, NE 68801-6099
Phone: (308) 385-5025
Fax: (308) 385-5043
TDD: (800) 833-7352



Alaina Verplank
Deputy Treasurer

Parcel Information

Parcel Number: 400130572
Map Number: 3315-00-0-11917-000-0001
Situs: 01607 1S LOCUST
Legal: FONNER FOURTH SUB LT 1
Cadastral: 0003-0036-0034

Ownership Information

Current Owner: GRAND ISLAND ASSOCIATES LLC
AN ILLINOIS LTD LIABILITY CO
Address: 16619 S MANCHESTER RD
City, State: TINLEY PARK IL
Zipcode: 60477-0000

Current Tax Year 2014

Type	Statement #	Gross Tax	Tax Amount Exempt	Net Tax	Misc Amnts	Total Tax	Balance
REAL	2014-400130572RP	50,291.92	0	50,291.92	0.00	50,291.92	25,145.96

Current Tax Year Interest as of 7/7/2015

Type	Statement #	Balance	Interest	Fees	Total
REAL	2014-400130572RP	25,145.96	0.00	0.00	25,145.96

5 Year Tax History

Type	Statement No.	Payment Date	Receipt No.	Tax Amount	Interest	Total Payment
REAL	2014-400130572RP	04-09-2015	2014-1504614	25,145.96	0.00	25,145.96
REAL	2013-400130572RP	04-02-2014	2013-1403849	24,458.83	0.00	24,458.83
REAL	2013-400130572RP	08-11-2014	2013-1425856	24,458.83	0.00	24,458.83
REAL	2012-400130572RP	08-08-2013	2012-1326369	24,685.82	0.00	24,685.82
REAL	2012-400130572RP	04-05-2013	2012-1304304	24,685.82	0.00	24,685.82
REAL	2011-0020916RP	08-10-2012	2011-1227690	24,248.59	0.00	24,248.59
REAL	2011-0020916RP	04-19-2012	2011-1207785	24,248.59	0.00	24,248.59
REAL	2010-0020974RP	04-18-2011	2010-1106513	23,416.88	0.00	23,416.88
REAL	2010-0020974RP	08-12-2011	2010-1128044	23,416.88	0.00	23,416.88

Prior Tax Years Interest as of 7/7/2015

NO INFORMATION FOUND FOR THIS PARCEL

Filedate: 7/6/2015 11:00:05 PM



THOMSON REUTERS



Janet Pelland
Assessor

Hall County Assessor

121 South Pine Street, Suite 1
Grand Island, NE 68801-6099
Phone: (308) 385-5050
Fax: (308) 385-5059
TDD: (800) 833-7352



Barb Stoddard
Deputy Assessor

Commercial Data Sheet

Parcel Information

Parcel Number: 400130572
Map Number: 3315-00-0-11917-000-0001
Situs: 01607 \S LOCUST
Legal: FONNER FOURTH SUB LT 1

Ownership Information

Business Name: SKAGWAY/JOANN FABRICS
Current Owner: GRAND ISLAND ASSOCIATES LLC
AN ILLINOIS LTD LIABILITY CO
Address: 16619 S MANCHESTER RD
City, State: TINLEY PARK IL
Zipcode: 60477-0000

Lot Information

Neighborhood: 275
Topography:
Amenities: LAND VALUE

Value Method: SF
No. Units: 440178
Unit Value:
Adjustments: 1
Lot Value:

Lot Width:
Lot Depth:
Street Access:
Utilities:

Building Cost Approach Data

Year	Class	Area	Perlm.	Story/Height
1970	C	73313	1172	1 / 20
MARKET	Quality: Average	Condition: Average	Ext. Wall: N/A	Heat/Cool: Reverse Heat Pump with own Ducts (13)
2000	S	480	92	1 / 12
COLD STORAGE~FACILITIES	Quality: Low	Condition: Average	Ext. Wall: N/A	Heat/Cool:
2001	C	36	24	1 / 8
EQUIPMENT SHED	Quality: Average	Condition: Average	Ext. Wall: N/A	Heat/Cool: Reverse Heat Pump with own Ducts (13)
1970	C	3200	264	1 / 16
RETAIL STORE	Quality: Average	Condition: Good	Ext. Wall: N/A	Heat/Cool: Reverse Heat Pump with own Ducts (13)
1970	C	8200	364	1 / 16
FITNESS CENTER	Quality: Average	Condition: Good	Ext. Wall: N/A	Heat/Cool: Reverse Heat Pump with own Ducts (13)
1970	C	2000	240	1 / 16
OFFICE BUILDING	Quality: Average	Condition: Good	Ext. Wall: N/A	Heat/Cool: Reverse Heat Pump with own Ducts (13)
1970	C	2000	240	1 / 16
OFFICE BUILDING	Quality: Average	Condition: Good	Ext. Wall: N/A	Heat/Cool: Reverse Heat Pump with own Ducts (13)

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

RESOLUTION NO. 201

**RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY
OF GRAND ISLAND, NEBRASKA, SUBMITTING A PROPOSED
REDEVELOPMENT PLAN 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

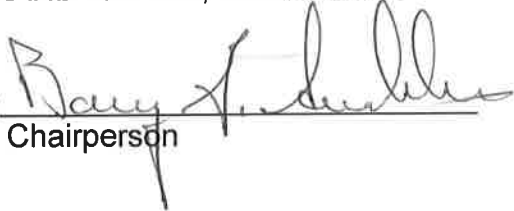
WHEREAS, the Authority is required by Section 18-2112 of the Act to submit said to the planning board having jurisdiction of the area proposed for redevelopment for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska;

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 19 day of August, 2015.

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

By 
Chairperson

ATTEST:


Secretary

1607 S Locust St

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

RESOLUTION NO. 202

RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA, PROVIDING NOTICE OF INTENT TO ENTER INTO A REDEVELOPMENT 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 2, from Bosselman Real Estate LLC, (The "Developer") for redevelopment of 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 2;

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 19 day of August, 2015.

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

By 
Chairperson

ATTEST:


Secretary

1607 S Locust St

Resolution Number 2015-06

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 that certain Redevelopment Plan to the Hall County Regional Planning Commission, (the “**Commission**”) a copy of which is attached hereto as Exhibit “A” 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: Sept 4, 2015.

HALL COUNTY REGIONAL PLANNING COMMISSION

ATTEST:

By: _____
Chair

By: Leslie E. Rupe
Secretary

1607 S Locust St - Bosselman

REDEVELOPMENT CONTRACT

THIS REDEVELOPMENT CONTRACT (the “Contract”) is entered into between the **COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA**, (“Authority”), and **BOSSELMAN REAL ESTATE, LLC**, a Nebraska limited liability company and its successors and assigns (“Redeveloper”).

RECITALS

A. The City has undertaken a program for the redevelopment of blighted and substandard areas in the City of Grand Island, Nebraska. As part of that program the City has prepared and approved the City of Grand Island Redevelopment Plan Amendment for the Grand Island CRA Area 2 (“Redevelopment Plan”), a copy of which is on file in the Office of the City Clerk of the City (“City Clerk”). The Redevelopment Plan has been adopted in compliance with the Nebraska Community Development Law codified at *Neb. Rev. Stat* §§18-2101 through 18-2154 (the “Act”).

B. The Redevelopment Plan calls for the Authority to support Redeveloper’s acquisition and redevelopment efforts on real estate to be acquired by the Redeveloper which is legally described on Exhibit “A” attached hereto and incorporated herein by this reference (“Redeveloper Property”).

C. The Redevelopment Project area incorporates all of the Redeveloper Property as shown on Exhibit “A” attached hereto and incorporated herein by this reference (“Project Site”).

D. *Neb. Rev. Stat.* § 18-2103(12) (Reissue 2012) authorizes the Authority to carry out plans for a program of acquisition, and rehabilitation of buildings and other improvements in connection with redevelopment of the Project Site and to pay for the same from TIF Proceeds (as defined herein). The Redeveloper intends to utilize the TIF Proceeds from the Project Site to pay for the Project Site acquisition, planning, rehabilitation and other Redevelopment Project Costs.

E. *Neb. Rev. Stat.* § 18-2107 (Reissue 2012) authorizes the Authority to enter into contracts with redevelopers of property containing covenants and conditions regarding the use of such property as the Authority may deem necessary to prevent the recurrence of substandard and blighted areas.

F. Redeveloper is willing to enter into this Contract and implement a three phase redevelopment of the Project Site. As part of the first phase, the Redeveloper intends to invest approximately Nine Million Two Hundred Sixty Six Thousand Dollars (\$9,266,000) in the redevelopment of the Project site which includes. Phase one will result in the acquisition of the Project Site, planning for redevelopment, utility extension and revision and rehabilitation of structures in the construction of a multi-function building which will include corporate offices as generally shown on the Site Plan attached hereto as Exhibit “B” (“Phase 1”). As part of phase two of the redevelopment the Redeveloper intends to construct a hotel with convention and meeting room areas with an additional investment of approximately Nine Million Two Hundred Thirty Thousand Dollars (\$9,230,000) (“Phase 2”). As part of phase three of the redevelopment the Redeveloper intends to construct a commercial office building with an

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additional investment of approximately One Million One Hundred Fifty Thousand Dollars (\$1,150,000) (“Phase 3”). The acquisition and construction are sometimes referred to as the “Private Improvements”.

G. In order to help remove blight and substandard conditions and improve conditions in an economically underutilized area, the Authority is willing to enter into this Contract and to utilize TIF Proceeds to fund the partial cost of Project Site acquisition in order to induce the Redeveloper to undertake the Private Improvements as set forth in Paragraph 13 below (“Private Improvements”).

H. The Private Improvements on the Project Site comprise the three phase Redevelopment Project and are collectively known as the “Redevelopment Project Improvements”. The costs of the Redevelopment Project Improvements are collectively known as the “Redevelopment Project Costs” and are shown on the Sources and Uses of Funds in Exhibit “C”, which is attached hereto and incorporated herein by this reference. The Authority and Redeveloper agree that assistance with the cost of Project Site acquisition, planning and rehabilitation is deemed essential to the rehabilitation of the Project Site for a multi-unit retail development and related uses and the Redevelopment Project would not be economically feasible without it.

I. The Authority is willing to support the above described redevelopment of the Project Site in accordance with the Redevelopment Project; provided that, Redeveloper is willing to agree to covenants and conditions regarding compulsory maintenance and upkeep of the Private Improvements to prevent a recurrence of substandard and blighted conditions.

J. In accordance with §18-2147 of the Act and the terms of the Resolution approving this Redevelopment Contract and providing for the issuance of the TIF Note described herein, (the “Resolution”), the Authority hereby provides that any ad valorem tax on the Project Site for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision, which shall be January 1, 2017. Said taxes shall be divided as follows:

- That portion of the ad valorem tax which is produced by the levy at the rate fixed each year by or for each such public body upon the Redevelopment Project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body; and
- 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 be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, 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, the Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premiums due, have been paid, the authority shall so notify the County Assessor and County

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Treasurer and all ad valorem taxes upon taxable real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.

Said provision is hereinafter referred to as the “Ad Valorem Tax Provision.”

K. *Neb. Rev. Stat.* §18-2107 and §18-2150 (Reissue 2012) authorize the Authority to contract with private parties in order to accomplish acquisition and redevelopment of the Project Site in accordance with the Redevelopment Plan. In order to fund said acquisition and redevelopment of the Project Site, the Authority intends to issue tax increment financing indebtedness instrument or instruments in taxable series (the “TIF Note/s”) to be repaid with the tax increment revenues generated under the Ad Valorem Tax Provision (“TIF Tax Revenues”).

L. The Authority and Redeveloper desire to enter into this Contract to implement the Redevelopment Project for the above purposes and in accordance with the Redevelopment Plan.

M. The Authority and Redeveloper mutually agree that the redevelopment of the Project Site is in the vital and best interest of the City and is in furtherance of the health, safety, and welfare of its residents, and is in accordance with the public purposes and provisions of applicable laws and requirements under which the Redevelopment Plan has been undertaken.

NOW, THEREFORE, in consideration of the above recitals which are hereby made part of this Contract and of the mutual covenants contained herein the parties do agree as follows:

1. Design Documents. Redeveloper will prepare a preliminary exterior Schematic Concept Design Plan (hereinafter “Design Documents”) for the Project Site and the same shall be submitted to and reviewed by the City. Redeveloper shall submit any material changes in the Design Documents as approved to the City for review and approval.

2. Construction Documents. The Redeveloper shall prepare or cause to be prepared, at Redeveloper’s expense, detailed final construction plans and specifications for the Redevelopment Project Improvements on the Project Site (hereinafter “Construction Documents”). Redeveloper shall submit such Construction Documents for the Private Improvements to the City for review and approval; provided that review and approval shall be limited to the design and type of materials to be used for the facade of the Private Improvements and to assure the Private Improvements meet the City’s design standards. The City shall approve or reject the Construction Documents for the Private Improvements within ten (10) days after receipt thereof.

3. Construction of Redevelopment Project Improvements; Construction of Private Improvements. The Redeveloper shall at its own cost and expense, construct the Private Improvements substantially in conformance with the Design Documents. Redeveloper agrees to use commercially reasonable efforts to substantially complete construction of the Private Improvements, as provided for in Paragraph 9 below and to pay in a timely manner Redeveloper’s contractor, its subcontractors who performed labor or applied materials performed or used in the prosecution of the Private Improvements as provided for in Paragraph 5 below. Promptly after completion of the Private Improvements for each phase and promptly after the Redeveloper provides the Authority the proper documentation that Redeveloper’s subcontractors who performed labor or applied materials performed or used in the prosecution of such Private Improvements have been properly paid in accordance with all the provisions of this Contract, the

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Authority shall, upon request by the Redeveloper, furnish a Certificate of Completion for the applicable phase, the form of which is shown on Exhibit "D", which is attached hereto and incorporated herein by this reference ("Certificate of Completion"). Such certification by the Authority shall be a conclusive determination of satisfaction of the requirements and covenants in this Contract with respect to the obligations of Redeveloper to construct its Private Improvements for the applicable phase. Each Certificate of Completion shall be recorded by the Authority in the office of the Register of Deeds for Hall County, Nebraska. If the Authority shall refuse or fail to provide the certification in accordance with the provisions of this paragraph after being requested to do so by Redeveloper, the Authority shall, within fifteen (15) days after written request by Redeveloper, provide Redeveloper with a written statement indicating in what respect Redeveloper has failed to complete its Private Improvements subject to each such certification in accordance with the provisions of this Contract and what measures or acts will be necessary, in the opinion of the Authority, for Redeveloper to take or perform in order to obtain such certification. As used herein, the term "completion" shall mean substantial completion of the Private Improvements or a phase thereof, as applicable, so that they may be reasonably used for their intended purposes.

4. Cost Certification. The Redeveloper shall submit authentic documentation to the Authority on approved forms or format for payment of any expenses related to site acquisition and other Redevelopment Project Costs. The Redeveloper shall timely submit a copy of the signed closing statement for the acquisition of the Project Site, or proof of payment for such site concurrently with the request for payment of Site Acquisition costs. The parties acknowledge that the site acquisition costs will exceed the TIF Proceeds of the TIF Note.

5. Penal Bond and Insurance. Pursuant to *Neb. Rev. Stat. §18-2151*, Redeveloper shall furnish or cause to be furnished to the Authority, prior to commencement of construction of the Redevelopment Project Improvements, a penal bond in an amount of Twenty Five Thousand and No/100 Dollars (\$25,000) with a corporate surety authorized to do business in the State of Nebraska. Such penal bond shall be conditioned upon the Redeveloper at all times making payment of all amounts lawfully due to all persons supplying or furnishing the Redeveloper, the Redeveloper's contractor, its subcontractors who performed labor or applied materials performed or used in the prosecution of the Private Improvements. Proof of such penal bond shall be supplied to the Authority prior to the start of construction of the Redevelopment Project Improvements.

Any general contractor chosen by the Redeveloper or the Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations. The City, the Authority and the Redeveloper shall be named as additional insured. Any contractor chosen by the Redeveloper or the Redeveloper itself, as owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include "All Risk" insurance for physical loss or damage. The contractor with respect to any specific contract or the Redeveloper shall also carry insurance on all stored materials. The contractor or the Redeveloper, as the case may be, shall furnish the Authority with a Certificate of Insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Authority prior written notice in the event of cancellation of or material change in any of the policies.

6. Indemnification. Redeveloper agrees to indemnify, defend and hold the City and the Authority harmless from any and all sums, costs, expenses, damages, claims, judgments, settlements, litigation costs, attorney and professional fees contracted, incurred or paid by the

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Authority, to the extent the same results from a failure of Redeveloper, its contractor or subcontractors to make payments of all amounts lawfully due to all persons who performed labor or applied materials performed or used in construction of the Redevelopment Project Improvements.

7. Duty to Maintain Improvements. Redeveloper shall, following construction, operate the Private Improvements in a safe and sanitary manner and shall take all action necessary to maintain, in good order, condition and state of repair, all interior and exterior portions of all buildings located upon the Redeveloper Property, including the routine preventive maintenance of the building and its service facilities such as the wiring, plumbing, heating and air conditioning systems, interior insect treatment, and all glass including plate glass, exterior doors and automatic doors.

8. Construction Administration. Redeveloper shall be responsible for all components of the Redevelopment Project Improvements, including construction management, coordination of contractors and regulatory permitting and other requirements. The Redeveloper will be solely responsible for payment of all construction costs attributable to the Redevelopment Project Improvements regardless of any expectation for reimbursement hereunder.

9. Timing of Construction. Redeveloper will use commercially reasonable efforts to complete Phase 1 of the Private Improvements within eighteen (18) months following the Authority's execution of this Contract, to complete Phase 2 of the Private Improvements within twenty-four (24) months following the Authority's execution of this Redevelopment Contract and to complete Phase 3 of the Private Improvements within thirty-six (36) months following the Authority's execution of this Redevelopment Contract (each period subject to any excusable delay permitted by Paragraph 25 hereof).

10. Payment of Funds. In order to support redevelopment of the Project Site and as an inducement for the Redeveloper to construct the Redevelopment Project Improvements, the Authority agrees, to the extent allowed by law and then only to the extent funds are lawfully available from the issuance of the TIF Notes ("TIF Proceeds") as shown in Exhibit "C", to fund the costs of the Private Improvements in the total amount of the TIF Proceeds less the Authority's costs identified in Paragraph 13. Redeveloper shall submit authentic and satisfactory documentation to the Authority to verify the costs of the Project Site acquisition before any TIF Proceeds will be expended.

11. Issuance of Redeveloper Purchased TIF Note. The Authority shall issue a series of TIF Notes, from time to time, in a taxable series, the total principal amount of such taxable series of TIF Notes not to exceed Six Million Five Hundred Fifty Two Thousand and no/100 Dollars (\$6,552,000). The form of each TIF Note shall be in substantially the form shown on attached Exhibit "E", for net funds available ("TIF Note") to be purchased by Redeveloper ("TIF Note Purchaser"), in a written form acceptable to Authority's attorney, and receive Note Proceeds from the TIF Note Purchaser in said amount. The Authority and Redeveloper agree that the purchase price of the TIF Note and Grant provided in Paragraph 12 may, at the election of the Authority may be offset. The Authority shall have the complete authority to determine the timing of issuing the TIF Note and all the other necessary details of the TIF Note. Redeveloper may assign the TIF Note to a licensed banking institution, but Redeveloper may not sell, transfer, assign or otherwise hypothecate the TIF Note without express written consent of the Authority. Such consent shall not be unreasonably withheld. This restriction shall survive closing and delivery of the said notes. In any event, no assignment shall be approved without prior receipt of an investor letter from the transferee in a form acceptable to legal counsel for the Authority.

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No TIF Note shall be issued until the Redeveloper has entered into a binding contract for the acquisition of the Project Site and has entered into a construction contract for commencement of construction of the Private Improvements.

Proceeds of the Notes may be advanced and disbursed in the manner set forth below:

(a) There shall be submitted to the Authority a grant disbursement request (the "Disbursement Request"), executed by the City Planning Director and an authorized representative of the Redeveloper, (i) certifying that a portion of the Project has been substantially completed and (ii) certifying the actual costs incurred by the Redeveloper in the completion of such portion of the Project.

(b) If the costs requested for reimbursement under the Disbursement Request are currently reimbursable under Exhibit C of this Redevelopment Contract and the Act, the Authority shall evidence such allocation in writing and inform the owner of the Notes of any amounts allocated to the Notes.

(c) Upon notification from the Authority as described above, the Authority shall make a grant to Redeveloper in the amount of the approved Disbursement Request; in such event, the approved Disbursement Request amount shall offset funding of the Notes. The Registrar shall keep and maintain a record of the amounts deposited into the Project Fund from Notes proceeds pursuant to the terms of this Resolution as "Principal Amount Advanced" and shall enter the aggregate principal amount then Outstanding as the "Cumulative Outstanding Principal Amount" on its records maintained for the Notes. The aggregate amount deposited into the Project Fund from proceeds of the Notes shall not exceed \$6,552,000.00.

12. Use of TIF Proceeds. The TIF Proceeds from TIF Note shall be granted to the Redeveloper and be used to fund the costs of set forth on Exhibit "C".

13. Valuation of Property Within the Redevelopment Project Site. The Authority intends to use the Ad Valorem Tax Provision to generate tax increment financing funds which shall be used to finance the payment of debt service on the TIF Note to fund the Private Improvements in accordance with this Redevelopment Contract. The tax increment is to be derived from the increased valuation, determined in the manner provided for in Article 8, Section 12 of the Constitution of the State of Nebraska and the Act which will be attributable to the redevelopment contemplated under this Contract and within the Project Area. The TIF Tax Revenues which are to be used to pay debt service on the TIF Note will be derived from the increased valuation from redeveloping the Redeveloper Property as provided in this Contract. Redeveloper specifically acknowledges that any protest of the valuation of all or any portion of the Project Area by any party, or a reduction in assessed valuation of all or any portion of the Project Area shall reduce the TIF Tax Revenues available for payment on TIF Note. The Redeveloper specifically acknowledges, as the TIF Note Purchaser, that it bears the entire risk of any reduction in assessed valuation.

14. Debt Service for TIF Notes. The Authority shall, to the extent allowed by law, and then only to the extent funds are lawfully available from TIF Tax Revenues generated by the Project Site pay the TIF Note Purchaser the principal and interest of the TIF Notes. Any debt

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service on the TIF Notes to be paid from TIF Tax Revenues shall not constitute a general obligation or debt of the City or Authority. Neither the City or Authority shall be liable or be required to reimburse Redeveloper for any costs incurred by Redeveloper in the event this Contract is not approved for any reason, including for reasons alleged to be the fault of the City or Authority. Any excess TIF Tax Revenues resulting from the Ad Valorem Tax Provision on the Project Site not needed or required to pay the TIF Note Purchaser shall be expended by the Authority or returned to the applicable taxing authorities as provided in the Community Development Law. Any shortfall in anticipated TIF funds from the Ad Valorem Tax Provision for any reason whatsoever, specifically including a decline in taxable valuation of the Project Site, shall be borne entirely by the Redeveloper without recourse of any kind against the Authority or the City. The Authority hereby irrevocably pledges the TIF Tax Revenues generated by the Project Site to the payment of the TIF Notes. The Authority shall create a special fund to collect and hold the TIF Tax Revenues. Such special fund shall be used for no purpose other than to pay the principal and interest price of the respective TIF Notes. Real Property taxes for the year 2031 on the Project Site shall be paid by the Redeveloper on or before December 31, 2031 and such payment shall be considered TIF Tax Revenues (less any administrative cost authorized to be withheld by the Hall County Treasurer) and shall be used for payment on the TIF Note.

15. Payment of Authority Costs. The Redeveloper shall pay the sum of \$35,000 to the Authority or their Attorney for reimbursement of legal fees incurred by the Authority related to the redevelopment project and issuance of the TIF Notes. The Redeveloper acknowledges the attorney for the Authority is not providing legal representation to the Redeveloper. The Redeveloper shall also pay the sum of \$1,000 to the Authority for reimbursement of costs associated the City of Grand Island making payments and accounting for the TIF Notes issued with this contract.

16. Restriction on Transfer. Redeveloper will not, for a period of fifteen (15) years after the effective date hereof or so long as any TIF Note remains outstanding whichever period of time is shorter (the "Tax Increment Period"), convey the Redeveloper Property or any portion thereof to any entity which will result in such property being exempt from ad valorem taxes levied by the State of Nebraska or any of its subdivisions, unless required to do so by applicable law, including, without limitation, in connection with a condemnation.

17. Financing Creating Encumbrances Restricted. Prior to completion of Phase 1 or Phase 2 , as applicable, of the Private Improvements, neither Redeveloper, nor any successors in interest with respect to the applicable portion of the Redeveloper Property, shall engage in any financing or any other transaction creating any mortgage upon the uncompleted phase of the Redeveloper Property, whether by express contract or operation of law, or suffer any encumbrance or lien to be made on or attached to any of such uncompleted phase of the Redeveloper Property, except for the purposes of obtaining funds only to the extent necessary to acquire such property, or design, construct, maintain, repair, replace and insure the Private Improvements, or to refinance said amounts. Redeveloper, or any successor in interest shall notify the Authority in advance of any financing secured by mortgage that it proposes to enter into with respect to Redeveloper Property, and shall promptly notify the Authority of any mortgage that has been created on or attached to the Redeveloper Property whether by voluntary act of Redeveloper or otherwise. Notwithstanding the above, if any involuntary encumbrance or lien is made on or attached to any of the Redeveloper Property and which is contested by Redeveloper, then Redeveloper may defend against such encumbrance or lien, provided that a sufficient Note or security is posted with the Authority, to permit Redeveloper to avoid or prevent foreclosure of such encumbrance or lien. In addition,

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Redeveloper agrees that prior to completion of a phase of the Private Improvements; any loan proceeds secured by any interest in the applicable Redeveloper Property for such uncompleted phase shall be used solely for the payment of costs and expenses related to the development of the Private Improvements for that phase.

a. In the event that any foreclosure of any mortgage, deed of trust or other encumbrance should occur prior to the furnishing of a Certificate of Completion for a particular phase or at any time when any casualty damage to the Private Improvements has occurred and has not been fully restored, any party who obtains title to any portion of the Redeveloper Property from or through Redeveloper or the holder of any mortgage or any other purchaser at foreclosure sale shall be obligated to commence construction or reconstruction within three (3) months from the date of acquisition of title by said party and to complete construction or restoration within twenty-four (24) months from the date of such acquisition or, in lieu thereof, the holder of any mortgage or any other purchaser at foreclosure sale shall pay to the Authority the amount necessary to fully retire the TIF Note within three (3) months from the date of acquisition of title.

b. Whenever the Authority shall deliver any notice or demand to Redeveloper with respect to any breach or default by Redeveloper of its obligations or covenants in this Contract, the Authority shall at the same time forward a copy of such notice or demand to each holder of any mortgage at the last address of such holder as shown in the records of the Register of Deeds of Hall County.

c. If thirty (30) days after any notice or demand with respect to any breach or default, such breach or default remains uncured, each such holder shall have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage debt and the lien of its mortgage.

d. The rights and obligations of this Contract relating to mortgages of any portion of the Redeveloper Property shall apply to any other type of encumbrance on any of the Redeveloper Property, and any of the stated rights, obligations and remedies of any party relating to mortgage foreclosures shall be applicable to procedures under any deed of trust or similar method of encumbrance.

18. Damage or Destruction of Private Improvements. During the construction period and prior to issuance of the Certificate of Completion, Redeveloper agrees to keep its construction areas, including completed operations areas, insured against loss or damage by fire, and such other risks, casualties, and hazards as are customarily covered by builders' risk or extended coverage policies in an amount not less than the replacement value but allowing for reasonable coinsurance clauses and deductibles. In the event of any insured damage or destruction, Redeveloper agrees to restore the Private Improvements to their prior condition within twelve (12) months from the date of the damage or destruction, and shall diligently pursue the same to completion. In the event Redeveloper fails to restore the same for any reason, Redeveloper shall pay to the Authority the amount of TIF Tax Revenues received by the City in the preceding year times the number of years remaining in the Tax Increment Period. During the Tax Increment Period, Redeveloper shall include by restrictive covenant an enforceable obligation on the Redeveloper or other owner or tenant in possession to maintain property insurance on an extended coverage all-risk basis in an amount not less than the replacement value, allowing for reasonable coinsurance clauses and deductibles and also subject to the Redeveloper or other owner or tenant's obligation to restore their respective Private Improvements to their prior condition within twelve (12) months from the date of the damage or destruction, diligently pursuing the same to

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completion.

19. Condemnation. If during the Tax Increment Period, all or any portion of the Redeveloper Property is condemned by a condemning authority other than the City, and the condemning authority or its successor in interest would not be obligated to pay real estate taxes upon that portion condemned, the Authority shall be entitled to claim against the condemner an interest in the property equal to the present value of the pro rata share of tax increment indebtedness outstanding as of the date of taking.

20. Representations. Redeveloper represents and agrees that its undertakings, pursuant to this Contract, have been, are, and will be, for the purpose of redevelopment of Redeveloper Property and not for speculation in land holding.

21. Restrictions on Assignments of Rights or Obligations. Redeveloper represents and agrees that prior to completion of the Private Improvements for a phase there shall be no sale or transfer of the Redeveloper Property for that phase or assignment of Redeveloper's rights or obligations under this Contract with respect to such phase to any party without the prior written approval of the Authority (which shall not be unreasonably withheld, conditioned, or delayed), other than leases, mortgages and involuntary transfers by reason of death, insolvency, or incompetence. The Authority shall be entitled to require, as conditions to any required approval, that:

a. Any proposed transferee shall have the qualifications and financial responsibility, as determined by the Authority, necessary and adequate to fulfill the obligations undertaken in this Contract by Redeveloper; and

b. Any proposed transferee, by instrument satisfactory to the Authority and in form recordable in the Office of the Register of Deeds, shall for itself and its successors and assigns and for the benefit of the Authority, have expressly assumed all of the obligations of Redeveloper under this Contract; and

c. Copies of the documents addressing items (a) and (b) shall be submitted to the Authority for review, not less than ten (10) days prior a regularly scheduled meeting of the Authority and not less than less than ten (10) days prior to the proposed transfer. If the transfer or any of the documentation in connection therewith is disapproved by the Authority, its disapproval and reasons therefore shall be indicated to Redeveloper in writing.

22. Representations and Warranties of Parties.

a. Redeveloper represents and warrants to Authority as follows:

i. Organization; Power; Good Standing. Redeveloper is a limited liability company duly organized and validly existing in good standing under the laws of Nebraska. Redeveloper is qualified to do business in the State of Nebraska and has all requisite power and authority to own and operate its properties and carry on its business as now being conducted and to enter into this Contract and perform the obligations hereunder.

ii. Authority Relative to Contract. This Contract has been duly executed and delivered by Redeveloper and constitutes a legal, valid and binding obligation of Redeveloper, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the enforcement of creditor's rights generally, or by judicial discretion in connection with the application of equitable remedies.

Bosselman Real Estate, LLC

iii. Effect of Contract. The execution, delivery and performance of this Contract by Redeveloper has been duly authorized by all necessary action by Redeveloper and except as provided in this Contract will not require the consent, waiver, approval, license or authorization of any person or public authority, and will not violate any provision of law applicable to Redeveloper, and will not violate any instrument, contract, order, judgment, decree, statute, regulation, or any other restriction of any kind to which Redeveloper is a party.

b. Authority represents and warrants to Redeveloper as follows:

i. Authority Relative to Contract. This Contract has been duly executed and delivered by the Authority and constitutes a legal, valid and binding obligation of the Authority, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the enforcement of creditor's rights generally, or by judicial discretion in connection with the application of equitable remedies.

ii. Effect of Contract. The execution, delivery and performance of this Contract by Authority have been duly authorized by all necessary action by the Authority and except as provided in this Contract will not require the consent, waiver, approval, license or authorization of any person or public authority, and will not violate any provision of law applicable to the Authority, and will not violate any instrument, contract, order, judgment, decree, statute, regulation, or any other restriction of any kind to which the Authority is a party.

23. Remedies. Except as otherwise provided in this Contract, in the event of any default in performance of this Contract by the Authority or Redeveloper, the party in default shall, upon written notice from the other, proceed immediately to cure or remedy such default within thirty (30) days after receipt of notice. However, if the default cannot, in the exercise of reasonable diligence, be cured within thirty (30) days, then the defaulting party shall commence efforts to cure and shall diligently continue to cure the default. If the default is not cured, the non-defaulting parties may institute any proceedings which may be necessary to cure and remedy the default.

24. Waiver. The parties shall have the right to institute actions or proceedings as they may deem necessary to enforce this Contract. Any delay in instituting any action or otherwise asserting rights under this Contract shall not operate as a waiver of rights or limit rights in any way.

25. Delay in Performance For Causes Beyond Control of Party. The parties or their successors or assigns shall not be in default of their obligations for delay in performance due to causes beyond their reasonable control and without their fault, including but not limited to acts of God, acts of the public enemy, acts of the federal or state government or subdivisions thereof, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, shortages of labor or materials, or delays of contractors, or subcontractors due to such causes. As it relates to Phase 1, this paragraph shall not apply to any delay in performance due to economic downturn or any other condition or cause that is primarily of a financial nature. Provided, however, as this paragraph relates to Phase 2, the parties shall not be deemed in default due to adverse market conditions, the Redeveloper's inability to secure reasonably acceptable financing or tenants for the development of Phase 2 despite the Redeveloper's commercially reasonable efforts. The purpose and intent of this section is that in the event of the occurrence of any such delay, the

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time for performance of the obligations of either party with respect to construction of improvements shall be extended for the period of delay. However, in order to obtain the benefit of the provisions of this section, the party seeking the benefit shall within twenty (20) days after the beginning of the delay of performance notify the other party in writing of the cause and the reasonably expected length of delay.

26. Contract to Pay Taxes. Redeveloper agrees to pay all real property taxes levied upon the Redeveloper Property and Private Improvements prior to the time the taxes become delinquent. The contractual obligation by Redeveloper to pay such taxes prior to delinquency shall cease upon expiration of the Tax Increment Period, but the Authority in no way waives the statutory obligation to continue to pay real estate taxes. This provision shall not be deemed a waiver of the right to protest or contest the valuation of the lots or improvements for tax purposes, except as such right is otherwise restricted by this Contract.

27. Rights and Remedies Cumulative. The rights and remedies of the parties to this Contract shall be cumulative and the exercise by either party of anyone or more remedies shall not preclude the exercise by it of any other remedies for any other default or breach by the other party. A waiver of any right of either party conferred by this Contract shall be effective only if in writing and only to the extent specified in writing.

28. Authority Representatives Not Individually Liable. No official or employee of the Authority shall be personally liable to Redeveloper or any successors in interest due to any default or breach by the Authority under the terms of this Contract.

29. Notices and Demands. A notice under this Contract by a party to the other party shall be deemed delivered on the date it is postmarked, sent postage prepaid, certified or registered mail, or delivered personally to Bosselman Real Estate, LLC, at 3123 West Stolley Park Road, PO Box 4905, Grand Island, NE 68802-4905; and to the Authority at Community Redevelopment Authority of Grand Island P.O. Box 1968, Grand Island, NE, 68802-1968, Attention: Regional Planning Director , with a copy to Michael L. Bacon, Bacon and Vinton, LLP, Post Office Box 208, Gothenburg, NE 69138, or at such other address with respect to either party as that party may from time to time designate in writing and notify the other as provided in this section.

30. Access to Project Site. During construction of the Private Improvements, Redeveloper shall permit the representatives of the Authority to enter all areas of the Redeveloper Property and at any and all reasonable times, as the Authority may deem necessary for the purposes of inspection of work being performed in connection with the construction of the facility.

31. Provisions Run With the Land. This Contract shall run with the Redeveloper Property and shall inure to and bind the parties and their successors in interest. This Redevelopment Contract or a Memorandum hereof shall be recorded, by the Authority, with the Register of Deeds of Hall County, Nebraska, against the Redeveloper Property at the Redeveloper's expense.

32. Headings. Headings of the sections of this Contract are inserted for convenience only and shall be disregarded in interpreting any of its provisions.

33. Severance and Governing Law. Invalidation of any provision of this Contract by judgment or court order shall not affect any other provisions which shall remain in full force and effect. This Contract shall be construed and governed by the laws of Nebraska.

34. Expiration of Contract. Unless otherwise stated herein, this Contract shall expire upon expiration of the Tax Increment Period, or retirement in full of the TIF Notes, whichever first occurs; provided the Authority and Redeveloper agree to execute any release necessary to be filed

Bosselman Real Estate, LLC

of record to evidence such expiration or termination, unless otherwise stated herein.

35. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Contract, but shall be interpreted according to the application of rules of interpretation of contracts generally.

36. Counterparts. This Contract may be executed in one or more counterparts which, when assembled, shall constitute an executed original hereof.

37. Nondiscrimination. Redeveloper, its successors and transferees agree that, as long as the TIF Note is outstanding, it will not discriminate against any person or group of persons on account of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Redevelopment Project. Redeveloper, its successors and transferees, agrees that during the construction of the Redevelopment Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance, and further agrees to require that its contractor and subcontractors shall agree to conform to said requirements. Redeveloper will comply with all applicable federal, state and local laws related to the Redevelopment Project. For purposes of this paragraph, discrimination shall mean discrimination as defined by the laws of the United States and the State of Nebraska.

38. Audit and Review. Redeveloper shall be subject to audit by the Authority and shall make available to the Authority or its designee copies of all financial and performance related records and materials germane to this Contract. The Authority shall cooperate and make available to the Redeveloper or its agent copies of all financial and performance related records and materials germane to the Project Account and the TIF Proceeds.

39. Evidence of Financial Ability of Redeveloper. The Authority acknowledges that the Redeveloper has previously provided to the Authority, on a confidential and privileged basis, evidence of availability of the specific amount of finances necessary for purposes of carrying out the commitment of the Redeveloper in connection with the Project Site.

40. Effective Date. For purposes of determining the effective date as stated in *Neb. Rev. Stat.* §18-2147, the effective date of this Contract shall be January 1, 2017. The parties acknowledge that the rehabilitation contemplated hereby will extend substantially into the 2017 calendar year. For all other purposes, this Contract shall be effective on the date the last party hereto executes this Contract.

41. Immigration Requirement. The Redeveloper agrees that any contractor for the Project shall be required to agree to use a federal immigration verification system (as defined in Nebraska Revised Statute §4-114) to determine the work eligibility status of new employees physically performing services on the Project and to comply with all applicable requirements of Nebraska Revised Statute §4-114.

42. Relocation Expenses. The Redeveloper agrees to indemnify and hold the City and the Authority harmless from any and all liability to the extent resulting from the Redeveloper's failure to make payments of all amounts lawfully due to all persons, firms, or organizations under any city, state or federal relocation laws or regulation in connection with the Project Site. The terms of this section shall survive any termination of this Contract.

[The remainder of this page is intentionally left blank]

Bosselman Real Estate, LLC

Executed by **Authority** this ____ day of September, 2015.

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

Chair or Vice Chair

ATTEST:

Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____ Chair (or Vice Chair) of the Community Redevelopment Authority of the City of Grand Island, Nebraska.

Notary Public

Bosselman Real Estate, LLC

Executed by **Redeveloper** this _____ day of _____, 2015

BOSELMAN REAL ESTATE, LLC, a
Nebraska limited liability company

By: _____
Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, the Manager of **Bosselman Real Estate, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.

Notary Public

Bosselman Real Estate, LLC

Exhibit "A"

REDEVELOPER PROPERTY

Lot One of Fonner Fourth Subdivision to the City of Grand Island, Hall County, Nebraska.

Bosselman Real Estate, LLC

Exhibit "B"
PROJECT SITE PLAN

Bosselman Real Estate, LLC

Exhibit "C"

USES AND SOURCES OF FUNDS

PUBLIC IMPROVEMENTS AND ELIGIBLE PRIVATE IMPROVEMENTS
- USES OF FUNDS-

**Project Sources and Uses.
Use of Funds.**

[Insert from Redevelopment Plan]

Bosselman Real Estate, LLC

Exhibit "D"

**CERTIFICATE OF COMPLETION OF
PRIVATE IMPROVEMENTS**

KNOW ALL PEOPLE BY THESE PRESENTS: That the Community Redevelopment Authority of the City of Grand Island, Nebraska, hereinafter called "Authority", hereby makes the conclusive determination and certification that, with regard to the following real property situated in the City of Grand Island, Hall County, Nebraska, to wit ("Redeveloper Property"):

Lot One of Fonner Fourth Subdivision to the City of Grand Island, Hall County, Nebraska.

all the improvements required to be constructed upon the above-described Redeveloper Property have been satisfactorily completed in accordance with the requirements of the REDEVELOPMENT CONTRACT with Bosselman Real Estate, LLC, dated _____ ("Contract") by and between the **COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA**, , and Bosselman Real Estate, LLC, a Nebraska limited liability company ("Redeveloper"), said Contract with an effective date of January 1, 2017, and recorded as Instrument No. _____, in the office of the Register of Deeds for Hall County, Nebraska.

The Authority further makes the conclusive determination that the Private Improvements (as defined in the Contract) to the above-described Redeveloper Property are presently in conformance with the Contract.

IN WITNESS WHEREOF, the Authority and Redeveloper have executed this instrument this _____ day of _____, 201_.

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

ATTEST:

Secretary

By: _____
Chair

Bosselman Real Estate, LLC

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, _____, Chair of the Redevelopment Authority of the City of Grand Island, Nebraska, on behalf of the Authority.

“Redeveloper”

Bosselman Real Estate, LLC, a Nebraska limited liability company qualified to do business in the state of Nebraska

By: _____
Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by _____, the Manager of **Bosselman Real Estate, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.

Bosselman Real Estate, LLC

Exhibit "E"

(FORM OF NOTE)

**UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF HALL**

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

**TAX INCREMENT DEVELOPMENT REVENUE NOTE
(BOSELMAN REAL ESTATE PROJECT), SERIES 2015**

Series No. R-1 **Total of Series of Notes not to exceed \$6,552,000.00**
(subject to reduction as described herein)

<u>Date of Original Issue</u>	<u>Date of Maturity</u>	<u>Rate of Interest</u>
	December 31, 2031	0.0%

REGISTERED OWNER: BOSELMAN REAL ESTATE, LLC

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THE NOTE SET FORTH ON THE FOLLOWING PAGES, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

IN WITNESS WHEREOF, THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA has caused this Note to be signed by the manual signature of the Chairman of the Authority, countersigned by the manual signature of the Secretary of the Authority, and the City's corporate seal imprinted hereon.

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

[S E A L]

By: _____ (manual signature)
Chairman

Bosselman Real Estate, LLC

By: _____ (manual signature)
Secretary

The **COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA** (the “**Authority**”) acknowledges itself indebted to, and for value received hereby promises to pay, but solely from certain specified tax revenues and other funds hereinafter specified, to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount on Schedule 1 attached hereto upon presentation and surrender hereof at the office of the registrar and paying agent herefor, the Treasurer of the City of Grand Island, Nebraska (the “**Registrar**”), and in like manner to pay interest on the Cumulative Outstanding Principal Amount reflected in **Schedule 1** at the Rate of Interest stated above, calculated on the basis of a 360-day year consisting of twelve, 30-day months, from the Date of Original Issue stated above, or the most recent interest payment date to which interest has been paid or duly provided for, as specified below, to maturity or earlier redemption, payable semiannually on June 1 and December 1 of each year until payment in full of such Principal Amount, beginning June 1, 2018, by check or draft mailed to the Registered Owner hereof as shown on the Note registration books maintained by the Registrar on the 15th day of the month preceding the month in which the applicable interest payment date occurs, at such Owner’s address as it appears on such Note registration books. The principal of this Note and the interest hereon are payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

This Note is issued by the Authority under the authority of and in full compliance with the Constitution and statutes of the State of Nebraska, including particularly Article VIII, Section 12 of the Nebraska Constitution, Sections 18-2101 to 18-2153, inclusive, Reissue Revised Statutes of Nebraska, as amended, and under and pursuant to Resolution No. _____ duly passed and adopted by the Authority on _____ 2015, as from time to time amended and supplemented (the “**Resolution**”).

THE PRINCIPAL AMOUNT OF THIS NOTE IS SET FORTH IN SCHEDULE 1 ATTACHED HERETO. [THE MAXIMUM PRINCIPAL AMOUNT OF THIS SERIES OF NOTES IS \$6,552,000.]

This Note is a special limited obligation of the Authority payable as to principal and interest solely from and is secured solely by the Revenue (as defined in the Resolution) and certain other money, funds and securities pledged under the Resolution, all on the terms and conditions set forth in the Resolution. The Revenue represents that portion of ad valorem taxes levied by public bodies of the State of Nebraska, including the City, on real property in the Project Area (as defined in this Resolution) which is in excess of that portion of such ad valorem taxes produced by the levy at the rate fixed each year by or for each such public body upon the valuation of the Project Area as of a certain date and as has been certified by the County Assessor of Hall County, Nebraska to the City in accordance with law.

Bosselman Real Estate, LLC

Reference is hereby made to the Resolution for the provisions, among others, with respect to the collection and disposition of certain tax and other revenues, the special funds charged with and pledged to the payment of the principal of and interest on this Note, the nature and extent of the security thereby created, the terms and conditions under which this Note has been issued, the rights and remedies of the Registered Owner of this Note, and the rights, duties, immunities and obligations of the City and the Authority. By the acceptance of this Note, the Registered Owner assents to all of the provisions of the Resolution.

The principal of and interest hereon shall not be payable from the general funds of the City nor the Authority nor shall this Note constitute a legal or equitable pledge, charge, lien, security interest or encumbrance upon any of the property or upon any of the income, receipts, or money and securities of the City or the Authority or of any other party other than those specifically pledged under the Resolution. This Note is not a debt of the City or the Authority within the meaning of any constitutional, statutory or charter limitation upon the creation of general obligation indebtedness of the City or the Authority, and does not impose any general liability upon the City or the Authority and neither the City nor the Authority shall be liable for the payment hereof out of any funds of the City or the Authority other than the Revenues and other funds pledged under the Resolution, which Revenues and other funds have been and hereby are pledged to the punctual payment of the principal of and interest on this Note in accordance with the provisions of this Resolution.

The Registered Owner may from time to time enter the respective amounts advanced pursuant to the terms of the Resolution under the column headed "Principal Amount Advanced" on **Schedule 1** hereto (the "**Table**") and may enter the aggregate principal amount of this Note then outstanding under the column headed "Cumulative Outstanding Principal Amount" on the Table. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Registered Owner pursuant to the redemption provisions of the Resolution, the Registered Owner may enter the principal amount paid on this Note under the column headed "Principal Amount Redeemed" on the Table and may enter the then outstanding principal amount of this Note under the column headed "Cumulative Outstanding Principal Amount" on the Table. Notwithstanding the foregoing, the records maintained by the Trustee as to the principal amount issued and principal amounts paid on this Note shall be the official records of the Cumulative Outstanding Principal Amount of this Note for all purposes.

Reference is hereby made to the Resolution, a copy of which is on file in the office of the City Clerk, and to all of the provisions of which each Owner of this Note by its acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for this Note; the Revenue and other money and securities pledged to the payment of the principal of and interest on this Note; the nature and extent and manner of enforcement of the pledge; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Owner of this Note; the rights, duties and obligations of the Authority and the Registrar thereunder; the terms and provisions upon which the liens, pledges, charges, trusts and covenants made therein may be discharged at or prior to the maturity or redemption of this Note, and this Note thereafter no longer be secured by the Resolution or be deemed to be outstanding thereunder, if money or certain specified securities shall have been deposited with the Registrar sufficient and held in trust solely for the payment hereof; and for the other terms and provisions

Bosselman Real Estate, LLC

thereof.

This Note is subject to redemption prior to maturity, at the option of the Authority, in whole or in part at any time at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest on such principal amount to the date fixed for redemption. Reference is hereby made to the Resolution for a description of the redemption procedures and the notice requirements pertaining thereto.

In the event this Note is called for prior redemption, notice of such redemption shall be given by first-class mail to the Registered Owner hereof at its address as shown on the registration books maintained by the Registrar not less than 10 days prior to the date fixed for redemption, unless waived by the Registered Owner hereof. If this Note, or any portion thereof, shall have been duly called for redemption and notice of such redemption duly given as provided, then upon such redemption date the portion of this Note so redeemed shall become due and payable and if money for the payment of the portion of the Note so redeemed and the accrued interest thereon to the date fixed for redemption shall be held for the purpose of such payment by the Registrar, interest shall cease to accrue and become payable hereon from and after the redemption date.

This Note is transferable by the Registered Owner hereof in person or by its attorney or legal representative duly authorized in writing at the principal office of the Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of the same series and maturity and for the same principal amount will be issued to the transferee in exchange therefor. The Authority and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal of and interest due hereon and for all other purposes.

This Note is being issued as fully a registered Note without coupons. This Note is subject to exchange as provided in the Resolution.

It is hereby certified, recited and declared that all acts, conditions and things required to have happened, to exist and to have been performed precedent to and in the issuance of this Note have happened, do exist and have been performed in regular and due time, form and manner; that this Note does not exceed any constitutional, statutory or charter limitation on indebtedness; and that provision has been made for the payment of the principal of and interest on this Note as provided in this Resolution.

[The remainder of this page intentionally left blank]

Bosselman Real Estate, LLC

(FORM OF ASSIGNMENT)

ASSIGNMENT

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

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

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Note on the Note register kept by the Registrar for the registration thereof, with full power of substitution in the premises.

Dated: _____

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

Signature Guaranteed By:

Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15)

By: _____
Title: _____

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Bosselman Real Estate, LLC

SCHEDULE 1

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF GRAND ISLAND, NEBRASKA
FAMOS REDEVELOPMENT PROJECT
TAX INCREMENT DEVELOPMENT REVENUE NOTE, SERIES R-1 2015**

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

Bosselman Real Estate, LLC



City of Grand Island

Tuesday, September 8, 2015

Council Session

Item E-2

Public Hearing on Proposed FY 2015-2016 Budgets City of Grand Island and Community Redevelopment Authority (CRA) and City of Grand Island Budget

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

Staff Contact: William Clingman, Interim Finance Director

Council Agenda Memo

From: William Clingman, Interim Finance Director

Meeting: September 8, 2015

Subject: Consideration of Approving FY2015-2016 Annual Single City Budget, The Annual Appropriations Bill Including Addendum #1

Presenter(s): William Clingman, Interim Finance Director

Background

Public Hearings began on August 11, 2015 to receive public input relative to the proposed FY2015-2016 Annual Single City Budget and Community Redevelopment Authority Budget. Several meetings have been held to review the proposed budget in detail.

Discussion

The ordinance known as “The Annual Appropriations Bill” must be approved 15 days prior to the start of the City of Grand Island new fiscal year, October 1, 2015. The budget documents must be submitted to the State of Nebraska and to Hall County on or before September 20, 2015.

Addendum #1 has been attached which details the appropriation and transfer changes from the proposed budget to the budget now being presented for approval. There is also additional information included about the cash impact of these changes including changes made to revenues for the 2015-2016 fiscal year.

Alternatives

It appears that the Council has the following alternatives concerning the 2015-2016 City Budget. The Council may:

1. Approve the Ordinance for the Annual Single City Budget including Addendum #1.
2. Modify the Budget
3. Take no action

Recommendation

City Administration recommends Council approval of the City Budget as presented.

Sample Motion

Move to approve the Fiscal Year 2015-2016 Ordinance for the Annual Single City Budget including Addendum #1

Fiscal Year 2015-2016 Changes to Proposed Budget

Appropriations & Transfers

Addendum #1 - 9/8/2015

Fund	Department	Change	Appropriation Increase/(Decrease)
General Fund	Various	Changes from FTE Reduction - Police, Streets and Library	(\$245,518.00)
General Fund	Library	Library carryover for equipment - changed 2015 projected to \$0	\$20,000.00
General Fund	Planning	Planning Printer \$10k reduction	(\$10,000.00)
General Fund	Streets	Street Motor grader \$25k reduction	(\$25,000.00)
General Fund	Police	Police Van \$24k reduction, \$16,885 reduction for punch error and increase of \$27k for replacement of damage patrol car	(\$13,885.00)
General Fund	Parks	Rotary Mower \$60k reduction and account correction	\$60,000.00
General Fund	Parks	Rotary Mower \$60k reduction and account correction	(\$120,000.00)
		Change in Appropriations & Transfers	(\$334,403.00)
		Proposed Appropriations & Transfers	\$48,258,592.00
		Amended Appropriations & Transfers	\$47,924,189.00
Permanent Funds	Cemetery Trust	Increased transfer for additional Cemetery design study costs	\$5,000.00
		Change in Appropriations & Transfers	\$5,000.00
		Proposed Appropriations & Transfers	\$15,000.00
		Amended Appropriations & Transfers	\$20,000.00
Special Revenue Funds	Parking District #1	For additional signage	\$20,000.00
Special Revenue Funds	Police Grants	Payroll calculation correction	\$11.00
		Change in Appropriations & Transfers	\$20,011.00
		Proposed Appropriations & Transfers	13,841,201
		Amended Appropriations & Transfers	13,861,212
Debt Service Fund	Debt Service	Decreased \$2.25M for removal of Swift project. Increased \$900k for potential NRD bonding/loan.	(\$1,350,000.00)
		Change in Appropriations & Transfers	(\$1,350,000.00)
		Proposed Appropriations & Transfers	8,072,935
		Amended Appropriations & Transfers	\$6,722,935.00
Capital Projects Fund	Capital Projects	Changed per revised project list and contingency added	(\$1,356,057.00)
		Change in Appropriations & Transfers	(\$1,356,057.00)
		Proposed Appropriations & Transfers	10,726,593
		Amended Appropriations & Transfers	\$9,370,536.00
Enterprise Funds	Golf	Removal of transfer for Irrigation payment	(\$25,000.00)
Enterprise Funds	WW	Wastewater Capital Project Expense Changes	(\$2,863,952.00)
		Change in Appropriations & Transfers	(\$2,888,952.00)
		Proposed Appropriations & Transfers	118,152,787
		Amended Appropriations & Transfers	\$115,263,835.00
Internal Service Fund	Insurance	Transfer to General Fund	\$500,000.00
		Change in Appropriations & Transfers	\$500,000.00
		Proposed Appropriations & Transfers	13,264,935
		Amended Appropriations & Transfers	\$13,764,935.00

2016 Budget Summary of Changes to Proposed Budget Appropriations & Transfers

General Fund	(\$334,403.00)
Permanent Funds	\$5,000.00
Special Revenue Funds	\$20,011.00
Debt Service Fund	(\$1,350,000.00)
Capital Projects Fund	(\$1,356,057.00)
Enterprise Funds	(\$2,888,952.00)
Internal Service Fund	\$500,000.00
Change in Appropriations & Transfers	(\$5,404,401.00)
Proposed Appropriations & Transfers	222,038,652
Amended Appropriations & Transfers	\$216,634,251.00

Summary of 2016 Budget Changes - Cash Impact

General Fund				
Org	Object	Revenue	Expense	Comments
10055001	74005	\$3,482.00		Property Tax
10055001	74805	\$475,000.00		Additional transfer of \$500k from Health Insurance Fund; \$25k reduction for Golf Transfer removal
10022301	74795	\$12,000.00		\$12k increase for insurance revenue from Patrol car
Various	Various		(\$245,518.00)	Changes from FTE Reduction - Police, Streets and Library
10044301	85620		\$20,000.00	Library carryover for equipment - changed 2015 projected to \$0
10044001	85620		(\$10,000.00)	Planning Printer \$10k reduction
10033501	85615		(\$25,000.00)	Street Motor grader \$25k reduction
10022301	85625		(\$13,885.00)	Police Van \$24k reduction, \$16,885 reduction for punch error and increase of \$27k for replacement of damage patrol car
10044401	85615		\$60,000.00	Rotary Mower \$60k reduction and account correction
10044403	85615		(\$120,000.00)	Rotary Mower \$60k reduction and account correction
TOTALS		\$490,482.00	(\$334,403.00)	
Permanent Funds				
20210001	85805		\$5,000.00	Increased transfer for additional Cemetery design study costs
TOTALS		\$0.00	\$5,000.00	
Special Revenue Funds				
21030001	74317	(\$45,235.00)		Adjust to State number for Highway Funds
27010001	85213		\$20,000.00	For additional signage
TOTALS		(\$45,235.00)	\$20,000.00	
Debt Service Fund				
31050101	74840	(\$1,350,000.00)		Decreased \$2.25M for removal of Swift project. Increased \$900k for potential NRD bonding/loan.
31050101	74005	\$84,211.00		Property Tax
31050101	85805		(\$1,350,000.00)	Decreased \$2.25M for removal of Swift project. Increased \$900k for potential NRD bonding/loan.
TOTALS		(\$1,265,789.00)	(\$1,350,000.00)	
Capital Projects Fund				
40070001	74805	(\$1,345,000.00)		Increased \$5k for additional Cemetery Trust Xfer. Increased \$900k for debt service (NRD) Bond XFR in. Decreased \$2.25M for removal of Swift project.
40070001	9999		(\$1,356,057.00)	Changed per revised project list and contingency added
TOTALS		(\$1,345,000.00)	(\$1,356,057.00)	

Org	Object	Revenue	Expense	Comments
Enterprise Funds				
51040001	85805		(\$25,000.00)	Removal of transfer for Irrigation payment
53030001	74788	\$3,194,986.00		Increase in expected SRF projects
530300xx	Various		(\$2,863,952.00)	Wastewater Capital Project Expense Changes
TOTALS		\$3,194,986.00	(\$2,888,952.00)	
Insurance Internal Service Fund				
61550023	85805		\$500,000.00	Transfer to General Fund
Net Cash Increase/(Decrease)				
	General Fund			\$824,885.00
	Special Revenue Funds			(\$65,235.00)
	Debt Service Fund			\$84,211.00
	Capital Projects Fund			\$11,057.00
	Enterprise Funds			\$6,083,938.00
	Insurance Internal Service Fund			(\$500,000.00)
TOTAL CHANGE				\$6,438,856.00



City of Grand Island

Tuesday, September 8, 2015

Council Session

Item E-3

Public Hearing on Establishing Rates for the General Property Occupation Tax for Downtown Parking District No. 1 for FY 2015-2016

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

Staff Contact: William Clingman, Interim Finance Director

Council Agenda Memo

From: William Clingman, Interim Finance Director

Meeting: September 8, 2015

Subject: Consideration of Amending City Code Chapter 13-3
Relative to Tax Rate for Downtown Improvement and
Parking District No. 1

Presenter(s): William Clingman, Interim Finance Director

Background

This request is the annual Council action to establish the occupation tax that supports the budget for Downtown Improvement and Parking District No. 1. Assessments in this district are based upon an occupation tax on the public space of the businesses operating within the District and are ordinarily paid by the business occupants of the space. This district has been in place since 1975, and is primarily focused on physical improvements and maintenance of public parking lots and green areas and other activities as allowed by NE. Rev. Statutes 19-4016-4038.

Discussion

The FY 2015-2016 occupation tax factor is \$.1644 per square foot of public use space, with a minimum annual fee of \$55.18. Total non-exempt footage in the District is 242,699 which would provide of occupation taxes of \$39,997.62

Alternatives

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

1. Approve the amendment to the City Code.
2. Modify the amendment to meet the wishes of the Council.
3. Deny the amendment.

Recommendation

City Administration recommends that the Council approve the amendment to City Code.

Sample Motion

Move to approve the Amendment to City Code Chapter 13-3 relative to the tax rate for the Downtown Improvement and Parking District No. 1.

CITY OF GRAND ISLAND
NOTICE OF PUBLIC HEARING

The City Council of the City of Grand Island, Nebraska, announces the following Public Hearing to be held at 7:00 pm on September 8, 2015, in the Council Chambers of City Hall, 100 East First Street, Grand Island, Nebraska.

The purpose of the hearing is as follows:

1. To establish the annual rates of the general license and occupation tax and classification of business for Downtown Improvement & Parking District #1;
2. The proposed annual rate of the general license and occupation tax and classification of business area is as follows:
 - A. \$0.1644 cents per square foot public use floor space upon all space used for business and professional offices in the district: Provided,
 - B. \$55.18 minimum annual tax for any single business or professional office should the tax rate under A above be less than 338 square foot public use floor space.
3. The general purpose of this occupation tax is for the purpose of maintaining and improving the public parking lots and other public spaces in the downtown area, employing of maintenance contractors, snow removal from downtown parking lots and adjacent sidewalks, weed control, pest control, parking monitoring, alleyway improvement, streetside amenities and supervisory for staff for the Downtown Improvement and Parking District #1.

The hearing will be open to the public and citizens and interested persons will be heard.

The name of the occupant, the address of the business and the proposed tax amounts are as follows:

Name	Property Address	Amount
Vacant Property	115 E South Front St	-
Vacant Property	123 E South Front St	-
Yancey Rental Pool	123 N Locust St # F	-
Vacant Property	123 N Locust St #G	-
Vacant Property	123 N Locust St #201-C	-
Baasch Realty & Insurance	216 N Cedar St	55.18
Vacant Property	222 N Cedar St	-
Attorney Agobada/Derek Mitchell	102 N Locust St	110.15
Monument Advisors	104 N Locust St	124.45
D Huston,J Higgins,J Ramirez	106-108 N Locust St	209.28
Equitable Bldg & Loan Assn Of GI	113-115 N Locust St	673.71
Silo	201 N Locust St	163.91

MDM Pest & Termite Control	202 N Locust St	189.88
Game Cycle	203 N Locust St	138.42
Abante Marketing	204 N Locust St	262.05
Variedades Ismenia	205 N Locust St	101.43
Vacant Property	206 N Locust St	-
Bartenbach Galleries	207 N Locust St	155.85
Vacant Property	208 N Locust St	-
Bartenbach's Interiors	209-211 N Locust St	354.78
Helium Salon	213 N Locust St	125.11
Arts & Drafts	214-216 N Locust St	321.57
Kindred	215 N Locust St	95.52
Vacant Property	215 N Locust St	-
Vacant Property	217 N Locust St	-
Ed D Jones Co/Matt Armstrong	307 N Locust St	77.76
Office Net	313 N Locust St	518.85
Axis Capital/Downtown Center LLC	308 N Locust St #100	480.05
Edward D Jones/Terry Pfeifer	308 N Locust St #304	110.81
Amur Finance Company	308 N Locust St #400	119.35
State Of NE Probation Office	207 N Pine St #101	-
State Of NE Probation Office	207 N Pine St #102	-
State Of NE Probation Office	207 N Pine St #105	-
Prairie Counseling	207 N Pine St #106	115.08
Vacant Property	207 N Pine St #107	-
State Of NE Probation Office	207 N Pine St #108	-
John C Meidlinger	207 N Pine St Rm 100	55.18
Wayne Cyclery	309 N Pine St	728.46
Brunswick Station	312 N Pine St	98.64
Johnnys Lock & Key Shop	314 N Pine St	55.18
Nathan Detroit	316 N Pine St	711.85
Nathan Expansion	320 N Pine St	779.09
J Alfred Prufrock	308-310 N Pine St	130.86
Balz Reception	213 N Sycamore St	974.23
The Farmers Daughter Cafe	105 N Walnut St	172.95
Bonzai Beach Club	107 N Walnut St	339.81
Bitchin Bobs Body Piercing	111 N Walnut St	200.57
American Family Insurance	204 N Walnut St	141.22
Vacant Property	210 N Walnut St	-
Vacant Property	305 1/2 N Walnut St # 212	-
The Alteration Place	307 N Walnut St	97.82
Vacant Property	307 1/2 N Walnut St	-
Vacant Property	309 N Walnut St	-

General Collection	310 N Walnut St	118.20
Ruffs Bar Inc	311 N Walnut St	119.03
Leininger, Smith Law Firm	104 N Wheeler Ave	636.56
Credit Management/No Pub Access	105 N Wheeler Ave	-
Credit Management	105 N Wheeler Ave	55.18
Midtown Barber Shop	110 N Wheeler Ave	62.47
Heartland School Of Dance	110 1/2 N Wheeler Ave	319.26
Vacant Property	115 1/2 N Wheeler Ave	-
Vacant Property	112 N Wheeler Ave	-
JJ Signs	115 N Wheeler Ave	82.20
Document Central	117 N Wheeler Ave	136.95
T's Barber Shop	119 N Wheeler Ave	79.41
Nails & Spa	205 N Wheeler Ave	268.30
Donna's Fashions	206 N Wheeler Ave	88.78
South Central Taekwando	207-209 N Wheeler Ave	332.25
Donna's Fashions	208 N Wheeler Ave	158.32
Recovery At Noon Group	210 N Wheeler Ave	182.48
Tnt Video Production	211 N Wheeler Ave	58.20
Mystique Salon & Spa	212 N Wheeler Ave	185.44
The Harmony Room	315 N Wheeler Ave	129.05
Century Link	214 W 1St St	383.22
Liederkrantz Society	403 W 1St St	2,025.41
G I Daily Independent	416 W 1St St	605.98
G I Daily Independent	422 W 1St St	250.55
Mehring & Shada Properties LLC	310 W 1St St	-
Vacant Property	110 W 2nd St	-
Interpretaciones Rivera/Libreria	112-114 W 2nd St	88.12
Vacant Property	113 W 2nd St	-
Ivet Taxes	116 W 2nd St	67.90
Equitable Planning & Investments	119-121 W 2nd St	-
Club Eagles Wellness Center	206 W 2nd St	55.18
Third City Taekwondo	210-212 W 2nd St	383.55
Majestic Treasures	216 W 2nd St	607.62
Vacant Property	216 W 2nd St	-
Central NE Council On Alcohol	217 W 2nd St	-
Vacant Property	218 W 2nd St	-
Central NE Council On Alcohol	219 W 2nd St	-
Paleteria Y Neveria	220 W 2nd St	116.40
Multicultural Coalition	221 W 2nd St	115.08
A+ Nail Academy	222 W 2nd St	98.31
Boost Mobile	223 W 2nd St	76.61

Double C Boxing	224 W 2nd St	131.52
New Life Community Church	301 W 2nd St	-
Chamber Of Commerce	309 W 2nd St	641.00
Ron Trampe CPA	313 W 2nd St	129.05
Vacant Property	315 W 2nd St	-
RHJ Gold	317 W 2nd St	55.18
U S Central Corp	321 W 2nd St	131.52
G I Daily Independent	403 W 2nd St	183.80
Habitat For Humanity	410 W 2nd St	-
Vacant Property	411 W 2nd St	-
Island Pool & Spa	102 E 3rd St	147.80
Coney Island Cafe	104 E 3rd St	110.48
La Isla Bar	106 E 3rd St	572.61
Vacant Property	116 E 3rd St	-
Rasmussen & Assoc Advertising	213 E 3rd St	73.98
Chicken Coop	118-120 E 3rd St	228.19
Vacant Property	102 W 3rd St	-
Azteca Market	103 W 3rd St	1,251.08
Tom Ziller	104 W 3rd St	-
The Dance Company	104-106 W 3rd St	451.44
Tattered Book	108-110 W 3rd St	576.22
The Brickhouse-Vacant	115-117 W 3rd St	-
Prairie Winds Art Center	112 W 3rd St	214.54
Anderson Law Firm	113 W 3rd St	261.23
Master Stylists	114 W 3rd St	245.61
The Chocolate Bar	118 W 3rd St	153.39
Vapor Lounge/Hookah Bar	119 W 3rd St	144.18
Buenos Dias Nebraska	120 W 3rd St	122.15
Vacant Properties	121 W 3rd St	-
Packer's Sanitation Services Inc	122 W 3rd St	63.29
McKinney Irish Pub	123 W 3rd St	-
Strut Boutique	124 W 3rd St	70.20
This That And More	201-205 W 3rd St	602.85
Shamberg Wolf Mcdermott Depue Attny	202 W 3rd St 5th Floor	285.07
Westering Enterprises	202 W 3rd St #301	107.85
Alfred Benesch & Co	202 W 3rd St #302	71.02
Mayer,Burns,Koenig & Janulewicz	202 W 3rd St #306	172.62
Kruse & Happold	202 W 3rd St #312	162.26
Bradley,Elsbernd,Anderson,Kneale	202 W 3rd St	381.08
Corban Communications/No Pub Access	202 W 3rd St	-
Vacant Property	207 W 3rd St	-

Aufdemberge Architecture	207 W 3rd St #A	101.27
Connie Swanson Photography	209 W 3rd St	215.36
Abbey Carpet N More	208-210 W 3rd St	727.31
Phillips Tax & Business Serv	211 W 3rd St	246.11
Alley Cat Antiques	213 W 3rd St	179.52
Iglesia Evangelica Pentecostes	215 W 3rd St	-
Heartland Antique Mall	216 W 3rd St	1,514.12
Sweet Dreams Lingerie	217 W 3rd St	305.95
Clutter Bug Antiques	219 W 3rd St	355.10
Vacant Property	220 1/2-221 1/2 W 3rd St	-
Vacant Property	220 W 3rd St	-
The Bartering Corner	223 W 3rd St	-
Vacant Property	224 W 3rd St	-
Milestone Gallery	301 W 3rd St	251.37
Howards Jewelry	303 W 3rd St	171.47
Wells Fargo Bank Site # 101323	304 W 3rd St	1,297.61
The Happy Brush Gallery & Gifts	305 W 3rd St	225.56
GIX Logistics	308 W 3rd St	307.92
Vacant Property Upstairs	308 W 3rd St	-
El Beauty Shop/Herbalife	309 W 3rd St	179.52
Furniture Clearing House	311 W 3rd St	230.16
GIX Logistics/Vacant Upstairs	312 W 3rd St	-
Infuse Mixology Bar & Bistro	313 W 3rd St	185.11
The Palace	315 W 3rd St	860.14
Grand Theatre	316 W 3rd St	-
Iglesia Evangelicia Redencion Churh	318 W 3rd St	-
Railroad Towne Antique Mall	319 W 3rd St	1,131.40
On The Avenue Antiques & Art	322 W 3rd St	99.46
Time After Time	324 W 3rd St	143.85
Vacant Property	401 W 3rd St	-
Ready Cash/General Collection	402 W 3rd St	341.13
Vacant Property	404 W 3rd St	-
Oromex Jewelers	406 W 3rd St # A	123.30
Oromex Jewelers	406 W 3rd St # B	142.53
Iglesia Profetica Y Misionera	408 W 3rd St #B	-
Vacant Property	408 W 3rd St	-
Sin City Grill	410 W 3rd St	281.12
Vacant Property	411 W 3rd St	-
Furniture And Decor	412 W 3rd St	118.37
Oromex Furniture	414 W 3rd St	118.37
Maximus Car Audio & Rims	416 W 3rd St	172.95

Masonic Templecraft Association	417 W 3rd St	-
US Bank	422 W 3rd St	1,774.86
Iglesia Christiana Ministerio	423 W 3rd St	-
Sherwin Williams #3674	502 W 3rd St	982.95
Dana F Cole & Co	503 W 3rd St	291.32
Heartland Casa	506 W 3rd St	55.18
Dragonfly Reflections	508 W 3rd St	238.38
Vacant Property	509 W 3rd St	-
Vacant Property	511 W 3rd St	-
Advanced Convergence Technologies	513 W 3rd St	263.04
Northwestern Energy	515 W 3rd St	760.84
Mision Christiana Amor Y Fe	516 W 3rd St	-
Larry's Appliance	518 W 3rd St	123.30
Primitive Touch Antique Warehouse	520 W 3rd St	707.58
Redzone Chiropratic	523 W 3rd St	98.64
Premeir Barber Studio/Art Anson	523 W 3rd St	59.18
Vacant Property	524 W 3rd St	-
Vacant Property	307 W 3rd St	-
	Total	\$39,997.62

Publish three times:

August 14, 2015
August 21, 2015
August 28, 2015



City of Grand Island

Tuesday, September 8, 2015

Council Session

Item E-4

Public Hearing on General Property, Downtown Improvement Parking District #2 (Ramp) and Community Redevelopment Authority (CRA) Tax Request for FY 2015-2016

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

Staff Contact: William Clingman, Interim Finance Director

Council Agenda Memo

From: William Clingman, Interim Finance Director

Meeting: September 8, 2015

Subject: Public Hearing and Resolution Approving General Property, Downtown Improvement Parking District No. 2 (Ramp) and Community Redevelopment Authority (CRA) Tax Request

Presenter(s): William Clingman, Interim Finance Director

Background

Nebraska State Statute 77-1601-02 requires that the City of Grand Island conduct a public hearing to set property tax requests. The general property tax request increased from \$8,616,638 for Fiscal Year 2014-2015 to \$9,177,422.25 for Fiscal Year 2015-2016, an increase of \$560,784.25. This increase is related to the increased valuation of \$2,658,635,505 for Fiscal Year 2014-2015 compared to \$2,831,663,760 for Fiscal Year 2015-2016. The levy for the general property tax remains at .3241 for 2015-2016.

The property tax request for the Downtown Improvement Parking District No. 2, also known as the Parking Ramp (Fund 271), remains the same for Fiscal Year 2015-2016. The property tax request is \$8,000. The levy for the Downtown Improvement Parking District No. 2 decreased by 7.94% from .018856 to .017359; due to the district's valuation increase of 8.62% from \$42,427,534 to 46,086,813.

The property tax request for the Community Redevelopment Authority increased from \$691,245 for Fiscal Year 2014-2015 to \$736,232.58 for Fiscal Year 2015-2016. The \$44,987.58 increase is related to the same increased valuation listed above for the general property tax. The general operating mill levy for Fiscal Year 2015-2016 will remain at .026 with .00696 of the levy request used to fund the required bond payments for Lincoln Pool.

Discussion

The City Council must pass a resolution by majority vote to set the property tax request for the general property tax at \$9,177,422.25; the Downtown Improvement Parking District No. 2 property tax at \$8,000; and the Community Redevelopment Authority property tax at \$736,232.58. The property tax request was published in the Grand Island

Independent on September 3, 2015. It is appropriate at this time to solicit public comment. The action for this public hearing is contained under Resolutions.

Alternatives

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

1. Approve the General Property, Downtown Improvement Parking District No. 2 and Community Redevelopment Authority (CRA) tax requests.
2. Modify the tax requests and the budget.

Recommendation

City Administration recommends that the Council approve the tax requests and levies as presented.

Sample Motion

Move to approve the Fiscal Year 2015-2016 General Property, Downtown Improvement Parking District No. 2 and Community Redevelopment Authority (CRA) tax requests and levies, as presented in the related Resolution.

2015-2016 Property Tax Requests

General Property	Valuation	Levy Rate	Tax	Rate Change	Tax Change
2015-2016	2,831,663,760	0.3241	\$9,177,422.25		
2014-2015	2,658,635,505	0.3241	\$8,616,638.00		
Increase/(Decrease)	173,028,255	0	\$ 560,784.25	0.00%	6.51%
Parking Dist # 2 (Ramp)	Valuation	Levy Rate	Tax	Rate Change	Tax Change
2015-2016	46,086,813	0.017359	\$ 8,000.00		
2014-2015	42,427,534	0.018856	\$ 8,000.00		
Increase/(Decrease)	3,659,279	-0.001497	\$ -	-7.94%	0.00%
Community Redevelopment Authority	Valuation	Levy Rate	Tax	Rate Change	Tax Change
2015-2016	2,831,663,760	0.026	\$ 736,232.58		
2014-2015	2,658,635,505	0.026	\$ 691,245.00		
Increase/(Decrease)	173,028,255	0	\$ 44,987.58	0.00%	6.51%



City of Grand Island

Tuesday, September 8, 2015

Council Session

Item E-5

Public Hearing on Acquisition of Utility Easement at the Northwest Corner of Stolley Park Road and Adams Street (Grand Island Public Schools)

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

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: September 8, 2015

Subject: Public Hearing on Acquisition of Utility Easement at the Northwest Corner of Stolley Park Road and Adams Street (Grand Island Public Schools)

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.

A public utility easement is needed for the new construction of Starr Elementary School at the northwest corner of Stolley Park Road and Adams Street to accommodate public utilities and development of the area. The easement will allow for the construction, operation, maintenance, extension, repair, replacement, and removal of public utilities within the easement.

Discussion

To allow for the accommodation of public utilities at the new Starr Elementary School location, at the northwest corner of Stolley Park Road and Adams Street, it is requested that a utility easement be acquired by the City of Grand Island according to the attached sketch.

Alternatives

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

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

Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve the acquisition of the easement.

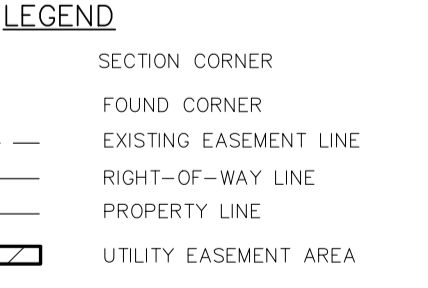
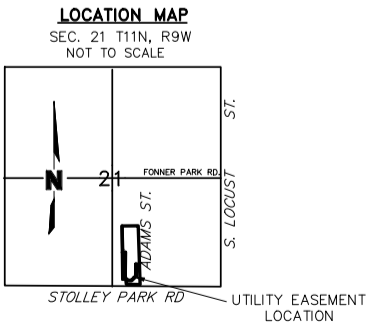
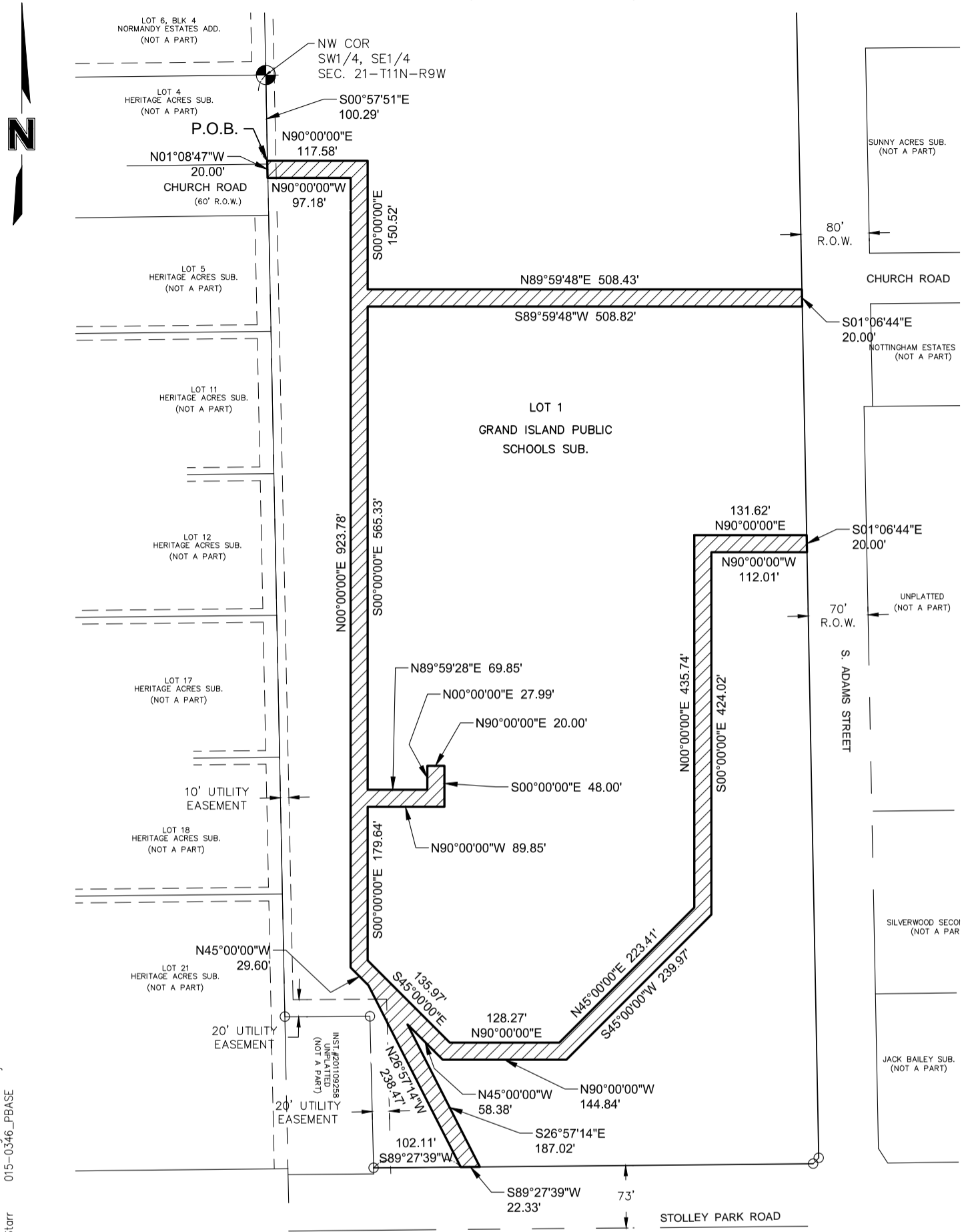
Sample Motion

Move to approve the acquisition of the easement.



UTILITY EASEMENT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



DWG: F:\projects\015-0346\PROJECTS\015-0346\EASEMENT ALL.dwg USER: jromirez
 DATE: Jul 20, 2015 3:52pm XREFS: 0142905_XTOPO Starr 015-0346_PBASE

PROJECT NO: 2015-0346	STARR SCHOOL UTILITY EASEMENTS		201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: JMR				1
DATE: 07/17/2015				



City of Grand Island

Tuesday, September 8, 2015

Council Session

Item F-1

#9553 - Consideration of Amendments to Chapter 13 of the Grand Island City Code Relative to Occupation Tax for Downtown Improvement Parking District No. 1

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

Staff Contact: William Clingman, Interim Finance Director

ORDINANCE NO. 9553

An ordinance to amend Chapter 13 of the Grand Island City Code; to amend Section 3 pertaining to the annual rate of the general license and occupation tax and classification of businesses; to repeal Section 3 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 13-3 of the Grand Island City Code is hereby amended to read as follows:

§13-3. Tax Rate

The annual rate of the general license and occupation tax and classification of businesses shall be as follows:

- (1) \$0.16440 per square foot floor space upon all space used for business and professional offices in the district; provided,
- (2) \$55.18 minimum annual tax for any single business or professional office should the tax rate under (1) above be less than \$55.18.

Amended by Ordinance No. 8839, effective 10-1-2003
Amended by Ordinance No. 8934, effective 10-1-2004
Amended by Ordinance No. 9004, effective 10-1-2005
Amended by Ordinance No. 9139, effective 10-1-2007
Amended by Ordinance No. 9185, effective 10-1-2008
Amended by Ordinance No. 9234, effective 10-1-2009
Amended by Ordinance No. 9270, effective 10-1-2010
Amended by Ordinance No. 9319 effective 10-1-2011
Amended by Ordinance No. 9398, effective 10-1-2012
Amended by Ordinance No.9445, effective 10-1-2013
Amended by Ordinance No.9496, effective 10-1-2014
Amended by Ordinance No.9533, effective 10-1-2015

SECTION 2. Section 13-3 as now existing, and any ordinances or parts of ordinances in conflict herewith are repealed.

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

Approved as to Form	☐ _____
September 4, 2015	☐ City Attorney

ORDINANCE NO. 9553 (Cont.)

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

Enacted: September 8, 2015

Jeremy L Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island
Tuesday, September 8, 2015
Council Session

Item F-2

**#9554 - Consideration of Assessments for Downtown Business
Improvement District 2013**

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

Staff Contact: William Clingman, Interim Finance Director

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9554 (A)

An ordinance to assess and levy a special tax to pay the 2015-2016 revenue year cost of Downtown Business Improvement District 2013 of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2015-2016 revenue year cost of Downtown Business Improvement District 2013 of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2015-2016 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

Approved as to Form ✕ _____
September 4, 2015 ✕ City Attorney

ORDINANCE NO. 9554 (A) (cont.)

Property Owner	Legal Description	2015/2016 CHARGES
Tallgrass Interstate Gas Transmission LLC	Centrally Assessed	21.24
Sourcegas Distribution LLC	Centrally Assessed	-
Northwestern Corporation	Centrally Assessed	4,314.47
Windstream Nebraska Inc	Centrally Assessed	3.55
Qwest Corporation	Centrally Assessed	3,369.44
At & T Communications	Centrally Assessed	16.79
At&T Mobility LLC	Centrally Assessed	23.79
NE Colorado Cellular Inc	Centrally Assessed	41.03
Sprint Nextel Wireless	Centrally Assessed	30.67
USCOC Of Nebraska/Kansas LLC-NE	Centrally Assessed	285.07
City Of G I	Original Town To The City Of Grand Island All Blks 52 & 53 & Pt Vac Kimball Ave	-
Bandasack/Chanh & Siphanh	Original Town N 100.5' E 2/3 Lt 1 Blk 54	295.72
Bandasack/Chanh & Siphanh	Original Town S 31.9' E 2/3 Of Lt 1 Blk 54	71.03
Wing Properties Inc	Original Town W 1/3 Lt 1 Blk 54	23.53
Wing Properties Inc	Original Town Lt 2 Blk 54	572.81
City Of G I	Original Town To The City Of Grand Island Lt 3 Blk 54	-
City Of G I	Original Town To The City Of Grand Island Lt 4 Blk 54	-
WayNe/John W & Teresa A	Original Town N 1/2 W 2/3 Lt 6 & N 1/2 Lt 5 Blk 54	471.42
Katrouzos/Gus G	Original Town S 60' W 1/3 Lt 5 Blk 54	86.50
Katrouzos/Gus G	Original Town S 60' W 16' E 2/3 Lt 5 Blk 54	70.57

ORDINANCE NO. 9554 (A) (cont.)

Edwards Building Corp	Original Town E 28' S 1/2 Lt 5 & N 6' W 38' S 1/2 Lt 5 Blk 54	81.49
Edwards Building Corp	Original Town W 22' S 1/2 Lt 6 Blk 54	65.06
Wing Properties Inc	Original Town E 22' W 44' S 1/2 & E 22' Lt 6 Blk 54	392.36
Wing Properties Inc	Original Town W 1/3 Lt 7 Blk 54	315.14
Wing Properties Inc	Original Town C 1/3 Lt 7 Blk 54	306.80
Wing Properties Inc	Original Town Lt 8 & E 1/3 Of Lt 7 XC 15' X 15' X 15' Sold To City Blk 54	751.32
Nathan Detroit Inc	Original Town N 1/2 Lt 1 Blk 55	489.48
Nathan Detroit's	Original Town N 44' Of S 1/2 Lt 1 Blk 55	326.88
Irvine/Virginia	Original Town S 22' Lt 1 Blk 55	100.68
City Of G I	Original Town To The City Of Grand Island E 1/2 Lt 3 & All Lt 2 Blk 55	-
City Of G I	Original Town To The City Of Grand Island N 1/2 W 1/2 Lt 3 & N 1/2 Lt 4 Blk 55	-
Hoetfelker/Russell L	Original Town S 1/2 W 1/2 Lt 3 & S 1/2 Lt 4 Blk 55	377.58
Downtown Center LLC	Original Town N 67.5' Lt 5 Blk 55	51.15
Armstrong/Matthew E & JaNelle A	Original Town N 20' S 64.5' Lt 5 Blk 55	118.49
Erives Enterprises LLC	Original Town S 44.5' Lt 5 Blk 55	390.39
Famos Construction Inc	Original Town W 2/3 Lt 6 Blk 55	357.61
Campos/Arthur V & Jeanene	Original Town E 1/3 Lt 6 Blk 55	145.52
Prairie Winds Art Center Inc	Original Town W 1/3 Lt 7 Blk 55	227.47
Merchen/Terrence R	Original Town E 2/3 Lt 7 Blk 55	853.60
T W Ziller Properties LLC	Original Town W 1/3 Lt 8 Blk 55	159.69
T W Ziller Properties LLC	Original Town C 1/3 Lt 8 Blk 55	160.02
T W Ziller Properties LLC	Original Town E 1/3 Lt 8 Blk 55	

ORDINANCE NO. 9554 (A) (cont.)

		451.48
Downtown Center LLC	Original Town N 68' Lt 1 & All Lt 2 & E 1/2 Lt 3 Blk 56	171.89
Downtown Center LLC	Original Town N 22' S 42' & W 6' S 20' Lt 1 Blk 56	15.41
Downtown Center LLC	Original Town N 22' S 64' Lt 1 Blk 56	14.24
Downtown Center LLC	Original Town S 20' E 60' Lt 1 Blk 56	11.77
City Of G I	Original Town To The City Of Grand Island All Lt 4 & W 1/2 Lt 3 Blk 56	-
Mayhew/Carl & Susan A	Original Town W 1/3 Lt 5 Blk 56	278.65
Trintown LLC	Original Town E 2/3 Lt 5 Blk 56	453.34
Pohl/Helen E & James A	Original Town Lt 6 Blk 56	327.93
Johnson/Duane A & Dee Ann	Original Town Lt 7 Blk 56	373.46
Downtown Center LLC	Original Town Lt 8 Blk 56	4,934.52
City Of G I Park Lot	Original Town To The City Of Grand Island N 1/2 Lt 1 & All Lts 2-3 & 4 Blk 57	-
J & B Rentals LLC	Ziller Sub Lt 1	597.88
The Grand Foundation, Inc	Original Town To The City Of Grand Island E 2/3 Lt 6 Blk 57	-
T & S Land Development, LLC	Original Town Lt 7 Blk 57	939.90
Overland Building Corp	Original Town Lt 8 Blk 57	1,158.84
Firstier Bank National Assoc	Original Town Lts 1 & 2 Blk 58	323.18
Firstier Bank National Assoc	Original Town N 1/2 Lt 4 & N 1/2 Lt 3 Blk 58	116.53
Firstier Bank National Assoc	Original Town Lt 5 & W 22' Lt 6 Blk 58	1,592.98
Firstier Bank National Assoc	Original Town S 1/2 Lt 3 & S 1/2 Lt 4 Blk 58	123.72
Stelk/Mark D	Jensen Sub Lt 1	154.65
Calderon/Eliseo & Jessica	Original Town W 1/3 Lt 7 Blk 58	239.15

ORDINANCE NO. 9554 (A) (cont.)

Lindner-Bombeck Trustee/Marilyn A	Original Town C 1/3 Lt 7 Blk 58	323.08
Galvan/Jesus G & Victoria	Prensa Latina Sub Lt 1	102.87
Calderon/Eliseo & Jessica	Prensa Latina Sub Lt 2	103.83
Stelk/Mark D	Prensa Latina Sub Lt 4	321.93
Stelk/Mark D & Wanda L	Prensa Latina Sub Lt 3	398.64
Mead Building Centers	Original Town N 102.5' Lt 1 & All Lt 2 Blk 59	284.57
H & H Land Co	Original Town S 29.5' Lt 1 Blk 59	19.09
Third City Archers Inc	Original Town S 99' Lt 4 & All Lt 3 Blk 59	269.20
Mead Building Centers	Original Town N 33' Lt 4 Blk 59	144.98
Berta/Gary & Billie	Original Town Lt 5 Blk 59	566.77
Fe/Mision Cristiana Amor Y	Original Town E 23' W 46' Lt 6 Blk 59	183.96
Gerdes/Larry C & Mary Ann	Original Town W 23' Lt 6 Blk 59	183.00
Berta/Gary J & Billie J	Original Town E 20' Lt 6 & W 1/2 Lt 7 Blk 59	18.15
H & H Land Co	Original Town W 22' E 1/2 Lt 7 Blk 59	180.76
H & H Land Co	Original Town E 11' Lt 7 & All Lt 8 Blk 59	520.48
CKP LLC	Original Town Lts 1 & 2 Blk 60	502.92
CKP LLC	Original Town Lt 3 Blk 60	123.98
Business Properties	Original Town Lt 4 Blk 60	298.46
LB Audio LLC	Original Town Lts 5 & 6 Blk 60	736.47
Community Redevelopment~Authority	Original Town Lts 7 & 8 Blk 60	566.70
Abjal LLC	Original Town Lts 1 & 2 Blk 61	1,044.75
Abjal LLC	Original Town Lts 3 & 4 Blk 61	858.69

ORDINANCE NO. 9554 (A) (cont.)

Junebug2 LLC	Original Town Lt 5 Blk 61	704.83
Hansen Properties LLC	Original Town Lts 6-7 & 8 Blk 61	809.87
D & A Investments LLC	Original Town S 44' Lt 1 Blk 62	194.96
D & A Investments LLC	Original Town N 88' Lt 1 Blk 62	514.32
D & A Investments LLC	Original Town Lt 2 Blk 62	291.87
Northwestern Public Service Company	Original Town To The City Of Grand Island S 66' Lt 4 & N 66' E 57' Lt 3 & S 66' Lt 3 Blk 62	-
D & A Investments LLC	Original Town N 66' W 9' Lt 3 & N 66' Lt 4 Blk 62	155.56
Moreno/Darren M	Original Town S 1/2 W 50' Lt 5 Blk 62	93.51
Midwest Premier Investments LLC	Original Town N 1/2 W 50' Lt 5 Blk 62	262.08
Vogel Enterprises Ltd An Ia Corp	Original Town E 16' Lt 5 & W 1/2 Lt 6 Blk 62	63.26
Vogel Enterprises Ltd An Ia Corp	Original Town E 1/2 Lt 6 & W 1/2 Lt 7 Blk 62	378.66
Grand Island Area Habitat For~Humanity Inc	Original Town To The City Of Grand Island E 1/2 Lt 7 & All Lt 8 Blk 62	-
Old Sears Development Inc	Original Town Lts 1 & 2 Blk 63	1,144.27
Old Sears Development Inc	Original Town E 2/3 Lt 3 Blk 63	366.94
Masonic Templecraft Asso Of Gi	Original Town W 1/3 Lt 3 & E 1/3 Lt 4 Blk 63	-
Centro Cristiano Internacional	Original Town To The City Of Grand Island W 2/3 Lt 4 Blk 63	-
Wardens & Vestrymen Of St	St. Stephens Sub To The City Of Grand Island Lt 1	-
Wardens & Vestry St Stephens	St. Stephens Sub To The City Of Grand Island Lt 2	-
Hack/Monte C & Sheri S	Original Town S 88' Lt 8 Blk 63	401.63
T W Ziller Properties LLC	Original Town To The City Of Grand Island N 44' Lt 8 Blk 63	163.63
Nielsen/Thomas L & Lois E	Original Town E 1/3 Lt 1 Blk 64	412.88
Hand/Craig C	Original Town C 1/3 Lt 1 Blk 64	

ORDINANCE NO. 9554 (A) (cont.)

		152.13
Bowen/Stephen T & Jacqueline E	Original Town W 1/3 Lt 1 Blk 64	195.21
Pham/Tammy	Original Town E 44' Lt 2 Blk 64	273.00
Trintown LLC	Original Town W 1/3 Lt 2 Blk 64	207.65
Double S Properties LLC	Original Town E 1/3 Lt 3 Blk 64	189.74
Saria E/Jose Isidro	Original Town W 2/3 Lt 3 Blk 64	234.09
Gerdes/Galen E & Tamera M	Original Town Lt 4 Blk 64	896.83
City Of G I	Original Town To The City Of Grand Island Lt 5 Blk 64	-
City Of G I	Original Town To The City Of Grand Island Lts 6 & 7 Blk 64	-
WagoNer/Lorna	Original Town N 22' Lt 8 Blk 64	182.13
Taylor/Terry N & Susan M	Original Town S 1/2 N 1/3 Lt 8 Blk 64	178.14
Shehein/E Lavern & Donna R	Original Town N 44' S 88' Lt 8 Blk 64	185.49
City Of G I	Original Town To The City Of Grand Island S 44' Lt 8 Blk 64	-
Edwards Building Corp	Original Town Lt 1 Blk 65	218.76
Nielsen/Thomas L & Lois E	Original Town E 1/3 Lt 2 Blk 65	167.59
Swanson/Constance K	Original Town C 1/3 Lt 2 Blk 65	157.98
Archway Partnership	Original Town W 1/3 Lt 2 Blk 65	248.12
Bartenbach Real Estate, LLC	Original Town E 1/3 Lt 3 Blk 65	163.70
Iglesia Evengelica Pentecostes Jehova	Original Town To The City Of Grand Island C 1/3 Lt 3 Blk 65	-
Brown/Janelle L A	Original Town W 1/3 Lt 3 Blk 65	143.48
Hoffer/Allen & Linda	Original Town E 1/3 Lt 4 Blk 65	289.40
Lambrecht/Harriet K	Original Town W 2/3 Lt 4 Blk 65	180.67

ORDINANCE NO. 9554 (A) (cont.)

J & B Rentals LLC	Original Town S 44' N 1/2 Lt 5 Blk 65	234.72
Taylor/Terry N & Susan M	Original Town N 22' Lt 5 Blk 65	137.29
J O Enterprises Inc	Original Town S 1/2 Lt 5 Blk 65	292.08
J & B Rentals LLC	Original Town W 1/3 Lt 6 Blk 65	89.49
T W Ziller Properties LLC	Original Town E 2/3 Lt 6 Blk 65	171.34
T W Ziller Properties LLC	Original Town W 1/2 Lt 7 Blk 65	166.09
C & S Group LLC	Original Town N 55' E 1/2 Lt 7 & N 55' Lt 8 Blk 65	50.84
C & S Group LLC	Original Town Pt W 18.9' E 1/2 Lt 7 & N 29.9' E 14.1' Lt 7 & W 29' Of C 22' Of E 1/2 Lt 7 & N 29.9' Of S 55' Lt 8 XC N 6' S 31.1' E 40' Lt 8 Blk 65	175.55
Parmley/David J	Original Town C 22' E 4' Lt 7 & C 22' Lt 8 Blk 65	288.33
C & S Group LLC	Original Town S 25.1' E 14.1' Lt 7 & S 25.1' Lt 8 & N 6' S 31.1' E 40' Lt 8 Blk 65	226.61
Garcia/Juan F & Maria Dejesus	Original Town Lts 1 & 2 Blk 66	640.38
Garcia/Maria De Jesus	Original Town W 2/3 Lt 3 XC W 17.5' Of S 44' Blk 66	257.02
Vipperman/John Fredrick	Original Town E 1/3 Lt 3 Blk 66	233.93
Duda/James G	Original Town N 88' E 1/3 Lt 4 Blk 66	240.53
Wing Properties Inc	Original Town N 88' C 1/3 Lt 4 Blk 66	298.56
Wing Empire Inc	Original Town N 80' W 1/3 Lt 4 Blk 66	241.97
Tower 217, LLC	Original Town W 17 1/2' S 44' Lt 3 & N 8' S 52' W 22' & S 44' Lt 4 Blk 66	301.45
Bartenbach Real Estate, LLC	Original Town W 1/3 Lt 6 & All Lt 5 Blk 66	530.90
Bartenbach Real Estate, LLC	Original Town E 2/3 Lt 6 & W 1/3 Lt 7 Blk 66	276.20
Keeshan/James E & Mary Ann	Original Town E 2/3 Lt 7 Blk 66	280.99
Procon Management Inc	Old City Hall Condominium Property Regime Unit 001 (Basement)	134.15

ORDINANCE NO. 9554 (A) (cont.)

City Of Gi	Original Town To The City Of Grand Island N 1/2 Blk 67	-
County Of Hall Nebraska	Original Town S 1/2 Blk 67	-
City Of Grand Island	Original Town To The City Of Grand Island E 1/3 Lt 2 & All Lt 1 Blk 68	-
S & V Investments LLC	Sv Sub Lt 1	1,835.78
Plaza Square Development LLC	Original Town W 22' Lt 6 & All Lt 5 Blk 68	140.04
Smith/Jonathan M	Original Town W 6' Lt 7 & E 2/3 Lt 6 Blk 68	263.79
Smith/Jonathan M	Original Town E 60' Lt 7 Blk 68	267.37
Plate/Tim C	Original Town Lt 8 Blk 68	243.21
Westerby/Douglas M & Mikaela N	Original Town Lt 1 Blk 77	124.28
201 E 2nd LLC	Original Town Lt 2 Blk 77	70.60
201 E 2nd LLC	Original Town Lts 3 & 4 Blk 77	1,570.32
City Of Grand Island Ne	Original Town To The City Of Grand Island Lts 5-6-7-8 Blk 77	-
City Of G I	Original Town To The City Of Grand Island All Blk 78 & Vacated Alley	-
Equitable Bldg & Loan Assn/The	Original Town Lt 1 Blk 79	359.80
Equitable Bldg & Loan Assn Of GI	Original Town Lt 2 Blk 79	107.41
Equitable Bldg & Loan Assn/The	Original Town S 44' Lt 3 & S 44' Lt 4 Blk 79	1,428.40
Equitable Bldg & Loan Assn Of GI	Original Town N 26' 10.5 Lt 8 Blk 79	27.57
Equitable Bldg & Loan Assn Of GI	Original Town S 17' 1.5 N 44' Lt 8 Blk 79	15.81
Equitable Bldg & Loan Assn Of GI	Original Town S 88' Lt 8 Blk 79	95.68
O'Neill/Joseph P	Original Town E 22' Lt 4 & W 22' Lt 3 Blk 80	187.83

ORDINANCE NO. 9554 (A) (cont.)

O'Neill/Joseph P	Original Town W 44' Lt 4 Blk 80	135.75
Northwestern Bell Tele Co	Original Town To The City Of Grand Island Lts 5-6-7 Blk 80	-
Northwestern Bell Tele Co	Original Town To The City Of Grand Island N 44' Lt 8 Blk 80	-
Huston/David C	Original Town C 1/3 Lt 8 Blk 80	364.04
Federal Bldg	Original Town To The City Of Grand Island Lts 1-2 & E 44' Lt 3 Blk 80	-
Mitchell/Derek L & Ruth E	Original Town S 44' Lt 8 Blk 80	253.14
Victory Bible Fellowship Of The	Original Town To The City Of Grand Island Lt 1 Blk 81	-
Grand Island Area Chamber Of Commerce	Original Town To The City Of Grand Island E 2/3 Lt 2 Blk 81	-
Trampe/Ronald Eugene	Original Town W 1/3 Lt 2 Blk 81	161.35
Kansas Ne Assoc Of Seventh Day	Original Town To The City Of Grand Island E 1/3 Lt 3 Blk 81	-
Encinger Enterprises LLC	Original Town C 1/3 Lt 3 Blk 81	253.64
Krauss Enterprises LLC	Original Town W 1/3 Lt 3 & All 4 Blk 81	542.27
Mehring & Shada Properties LLC	Original Town Lt 5 Blk 81	452.70
Mehring & Shada Properties LLC	Original Town Lt 6 Blk 81	183.93
Wheeler Street PartNership	Original Town Lt 7 & S 2/3 Lt 8 Blk 81	909.46
Wheeler St PartNership	Original Town N 1/3 Lt 8 Blk 81	257.05
Grand Island Independent	Original Town Lt 1 & Pt Vac Alley Blk 82	86.74
Grand Island Independent	Original Town Lt 2 & Pt Vac Alley Blk 82	300.12
Grand Island Independent	Original Town Lt 3 & Pt Vac Alley Blk 82	86.74
Grand Island Independent	Original Town Lt 4 & Pt Vac Alley Blk 82	188.67
Grand Island Independent	Original Town Lts 5-6-7-8 & Pt Vac Alley Blk 82	2,837.53

ORDINANCE NO. 9554 (A) (cont.)

Grand Island Hospitality LLC	Original Town Lts 1 & 2 Blk 83	402.74
Jomida Inc A NE Corp	Original Town Lts 3 & 4 Blk 83	1,030.77
Calderon/Eliseo & Jessica	Original Town N 60.35' Lt 5 Blk 83	172.81
J & B Rentals LLC	Original Town S 71.65' Lt 5 Blk 83	187.01
Mateo P/Tomas	Original Town W 2/3 Lt 6 Blk 83	257.78
Perez/Sylvia	Original Town E 1/3 Lt 6 & All Lt 7 Blk 83	295.61
Wooden/Michael Owen & Sonya Kay	Original Town E 41' N 28' Lt 8 Blk 83	138.13
Wooden/Michael Owen & Sonya Kay	Original Town Pt N 1/3 & S 2/3 Lt 8 Blk 83~	200.68
Park	Original Town To The City Of Grand Island All Blk 84	-
Gatzemeyer/James O	Original Town Lt 1 Blk 85	514.26
Gatzemeyer/James O	Original Town Lt 2 Blk 85	193.46
Hope Harbor Inc	Original Town Lts 3 & 4 Blk 85	-
Grand Island Liederkranz	Original Town Pt Lts 1-2-3 & 4 Blk 87	304.95
City Of G I	Original Town To The City Of Grand Island All Blk 88	-
Dodge & Elk Park Lots	Original Town To The City Of Grand Island Pt Blk 89	-
Enviro-Clean Contractors Inc	Original Town N 60' Fr Lts 1 & 2 & N 60' Of E 24' Of Lt 3 Blk 89	330.64
Hall Co	Original Town To The City Of Grand Island Strip 8' X 66' & Pt Lt 8 Blk 91	-
Dominick/Audrey & Eugene	Original Town E 6' N 103' E 37' S 29' Lt 2 & All Lt 1 Blk 92	-
City Of G I	Original Town To The City Of Grand Island Lt 2 XC E 6' N 103' & E 37' S 29' Lt 2 Blk 92	-
City Of G I	Original Town To The City Of Grand Island E 50' Lt 3 Blk 92	-
City Of G I	Original Town To The City Of Grand Island W 16' Lt 3 & All Lt 4 Blk 92	-

ORDINANCE NO. 9554 (A) (cont.)

Emery/Gregory D & CharleNe A	Campbell's Sub E 51' 8 Lts 1-2-3	92.15
Wagoner/Lorna	Campbell's Sub W 75'4 Lts 1-2-3	286.21
Hastings Grain Inspection Inc	Campbell's Sub Lts 4-5-6 & N 10' Lt 7	171.43
Hastings Grain Inspection Inc	Campbell's Sub S 12' Lt 7 & All Lt 8	245.67
Two Brothers Inc	Campbell's Sub 32' X 127' Lt 9	224.84
Hill/David C	Campbell's Sub To The City Of Grand Island Lts 10-13	430.96
Hall Co	Court House Add To The City Of Grand Island Lt 1	-
Hall Co	Court House Add To The City Of Grand Island Lt 2	-
Hall Co	Court House Add To The City Of Grand Island Lt 3	-
Hall Co	Court House Add To The City Of Grand Island Lt 4	-
County Of Hall Nebraska	Hann's Add To The City Of Grand Island N 31' Lt 2 & S 13.75' Lt 1 Blk 1~	-
County Of Hall	Hann's Fourth Add To The City Of Grand Island Lt 2	-
Loeffler/Edward A & JaNe A	Hann's Add N 14' Lt 3 & S 26' Lt 2 Blk 1~	303.91
Campbell/Hunter A H & Kathleen A	Hann's Add N 7' Pt Lt 4 & S 43' Lt 3 Blk 1~	273.07
Moreno/Reynaldo	Hann's Add E 60' Of S 50' Of Lt 4 Blk 1~~	235.61
Campbell/Kathleen A	Hann's Add W 67' Of S 50' Of Lt 4 Blk 1~	131.06
County Of Hall	Hann's Fourth Add To The City Of Grand Island Lt 1	-
Marsh Properties LLC	Hann's Second Add S 5' Of Lt 2 & All Lt 3 Blk 4	515.84
Williams/Casey J & Misti A	Hann's Fifth Sub Lt 2	191.77
Mueller/Robert J	Hann's Fifth Sub Lt 1	124.24
Two Brothers Inc	Hann's 3Rd Add W 111' X 118' Blk 5	465.83
Rosales-Monzon/Carlos A	Hann's 3Rd Add N 52.5' Of E 91.9' Of Blk 5	251.43

ORDINANCE NO. 9554 (A) (cont.)

Royle/Cecilia B	Hann's 3Rd Add E 56' Of W 174' Of Blk 5	167.99
Valenzuela/Linda L	Hann's 3Rd Add S 58.5' Of E 91.9' Of Blk 5	242.56
Hoos Insurance Agency Inc	Railroad Add Lt 4 & Pt Vac St Blk 97	283.08
Sanchez/Filemon	Railroad Add N 1/2 Lt 1 Blk 98	23.03
Sanchez/Filemon	Railroad Add S 1/2 Lt 1 Blk 98	325.42
Chairman Investments LLC	Railroad Add Lt 2 Blk 98	118.92
Kuehner/Carolyn E	Railroad Add W 1/2 Lt 3 Blk 98	163.82
Schafer/Lee Ann G & Michael W	Railroad Add E 1/2 Lt 3 Blk 98	179.23
Plate/Tim C	Railroad Add N 86' Lt 4 Blk 98	95.68
Plate/Tim C	Railroad Add S 46' Lt 4 Blk 98	174.66
Plate/Tim C	Railroad Add Lt 5 Blk 98	582.99
Plate/Tim C	Railroad Add Lt 6 Blk 98	256.97
Benitez/Floriberto Sanchez	Railroad Add W 52' Lt 7 Blk 98	234.97
Sanchez/Filemon	Railroad Add E 14' Lt 7 & All Lt 8 Blk 98	464.51
Vaclavek/Lee Ann	Railroad Add Fr Lt 1 & Fr Lt 2 Blk 105	122.58
Blackstone Residence, LLC	Railroad Add Lt 3 Blk 105	216.93
Lazendorf Holdings Limited~Partnership	Railroad Add Lt 4 Blk 105	389.42
Blackstone Residence, LLC	Railroad Add Lt 5 & Fr Lts 6 & 7 XC City Blk 105	1,125.93
Starkel/Jerid & Tracy	Railroad Add Lts 1 & 2 Blk 106	651.71
C & S Group LLC	Railroad Add Lt 3 Blk 106	214.37
Fernandez/Pedro	Railroad Add Lt 4 Blk 106	239.24
Muffler Shop Inc/The	Railroad Add Lts 1 & 2 Blk 107	452.69

ORDINANCE NO. 9554 (A) (cont.)

Muffler Shop Inc/The	Railroad Add Lts 3 & 4 Blk 107	187.25
Lane Home Improvement	Railroad Add S 2/3 Lt 5 Blk 107	60.59
Lane Home Improvement	Railroad Add N 1/3 Lt 5 Blk 107	72.90
Midwest Premier Investments LLC	Railroad Add Lt 6 Blk 107	296.79
Midwest Premier Investments LLC	Railroad Add Lt 7 XC N 60' Of E 22' & XC E 29.54' Of S 71.50' Blk 107	218.56
Janda DDS PC/David E	Railroad Add S 72' Lt 8 & E 29.54' Of S 71.50' Lt 7 Blk 107	323.69
Clinch/John & Barbara	Railroad Add N 60' Of E 22' Lt 7 & N 60' Lt 8 Blk 107	272.40
Fox/Richard & Marilyn	Railroad Add Lts 1 & 2 Blk 108	487.35
Westgate Properties LLC	Railroad Add E 37' Lt 3 Blk 108	206.14
Douglas Bookkeeping Service Inc	Railroad Add W 29' Lt 3 & All Lt 4 Blk 108	592.93
Placke/Donald J & Janet L	Railroad Add S 88' Lt 5 Blk 108	136.68
Placke/Donald J & Janet L	Railroad Add N 44' Lt 5 Blk 108	60.69
Brewer Properties LLC	Railroad Add Lt 6 Blk 108	307.77
Bosselman Inc	Railroad Add Lts 7 & 8 Blk 108	592.34
Gilroy/David A & Carolyn J	Railroad Add S 61' Lt 1 & S 61' Lt 2 Blk 109	208.35
Haney/Thomas W & DiaNe K	Railroad Add N 71' Lt 1 & N 71' Lt 2 Blk 109~	139.44
Roebuck Enterprises, LLC	Railroad Add E 59.5' Lt 3 Blk 109	154.09
Roebuck Enterprises, LLC	Railroad Add E 52'11 Lt 4 & W 6.5' Lt 3 Blk 109~	71.68
Lindell/Timothy C & Trina	Railroad Add E 52' 11 Of Lt 5 & All Lt 6 Blk 109	221.80
LPB, LLC	Railroad Add Lts 7 & 8 Blk 109	720.73
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 2	-
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 3	-

ORDINANCE NO. 9554 (A) (cont.)

Hall Co	Westervelt's Sub To The City Of Grand Island N 52 1/3' Of W 150' Lt 4	-
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 5	-
County Of Hall	Westervelt's Sub To The City Of Grand Island W 86' Of E 165' Of 4 & W 86' Of E 165' Of N 48.5' Lt 5	-
County Of Hall	Westervelt's Sub To The City Of Grand Island W Pt Of N 48.5' X 150' Lt 5 & 26.17' X 150' Of W Pt Lt 4	-
Schager/Margo	Gilbert's Sub North, Part Of Blk 79, Original Town 22' X 99' Lt A	161.24
Equitable Building & Loan Assoc	Gilbert's Sub North, Part Of Blk 79, Original Town Lt B	168.39
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 102	151.39
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 103	218.92
Equitable Building & Loan Assn/The	The Yancy, A Condominium Unit 104	544.80
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201A	488.42
Devco Investment Corporation	The Yancy, A Condominium Unit 301	103.84
George/Mollie Jo	The Yancy, A Condominium Unit 302	75.41
Farr/Thomas M & Nita J	The Yancy, A Condominium Unit 303	107.26
Zins/William L	The Yancy, A Condominium Unit 304	98.83
Myers/Jon M & Chandra L	The Yancy, A Condominium Unit 305	168.40
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 401	76.64
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 402	87.44
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 403	83.95
Edwards Building Corp	The Yancy, A Condominium Unit 404	138.83
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 405	84.36
Powers/Yolanda L	The Yancy, A Condominium Unit 406	119.00

ORDINANCE NO. 9554 (A) (cont.)

Jones/Joe T & Jaclyn R	The Yancy, A Condominium Unit 407	130.66
Luce/Eric D	The Yancy, A Condominium Unit 501	77.50
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 502	89.87
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 503	84.01
Sindelar/Kody	The Yancy, A Condominium Unit 504	106.01
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 505	84.43
Myers/Jon M & Chandra L	The Yancy, A Condominium Unit 506	119.09
Mowitz/Lynn	The Yancy, A Condominium Unit 507	134.65
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 601	77.40
Artvest III	The Yancy, A Condominium Unit 602	90.02
Shaw/Stephanie A	The Yancy, A Condominium Unit 603	120.62
Clyne/Thomas B	The Yancy, A Condominium Unit 604	97.18
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 605	84.52
Myers/Jon M	The Yancy, A Condominium Unit 606	83.60
Arp/Charmaine L	The Yancy, A Condominium Unit 607	88.41
Brundage/Lanette M	The Yancy, A Condominium Unit 701	84.63
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 702	90.14
Johnson/Margaret A	The Yancy, A Condominium Unit 703	84.26
Burtscher/Jan L	The Yancy, A Condominium Unit 704	139.14
Cruickshank/Linda	The Yancy, A Condominium Unit 705	92.96
McIntrye/Craig M	The Yancy, A Condominium Unit 706	-
Vodehnal/Lloyd L	The Yancy, A Condominium Unit 707	-

ORDINANCE NO. 9554 (A) (cont.)

Artvest III, A NE General Partner	The Yancy, A Condominium Unit 801	77.55
Mapes & Co General Partnership	The Yancy, A Condominium Unit 802	90.23
Mapes & Co General Partnership	The Yancy, A Condominium Unit 803	98.65
Myers/Mollie A	The Yancy, A Condominium Unit 804	159.42
Alexander/Wendy L	The Yancy, A Condominium Unit 805	72.95
Nelson/Jack L	The Yancy, A Condominium Unit 806	-
Leonard/Dennis R	The Yancy, A Condominium Unit 901	54.31
Evnen/Everett A & ElaiNe S	The Yancy, A Condominium Unit 902	90.29
Evnen/Everett A & ElaiNe S	The Yancy, A Condominium Unit 903	98.71
Atkins/Ann C	The Yancy, A Condominium Unit 904	101.87
Dizmang/Tammy L	The Yancy, A Condominium Unit 905	104.28
Lind/Sharon Graves	The Yancy, A Condominium Unit 906	148.13
Todd/Linda M	The Yancy, A Condominium Unit 1001	84.81
Brundage/Lanette M	The Yancy, A Condominium Unit 1002	90.32
Gillam/Jack L & Jermey S	The Yancy, A Condominium Unit 1003	98.77
Whitehead/Diana L	The Yancy, A Condominium Unit 1004	133.59
Megard/Ruth E	The Yancy, A Condominium Unit 1005	105.56
Aden/Steven G	The Yancy, A Condominium Unit 1006	-
Myers/Jon M & Chandra	The Yancy, A Condominium Unit 1101	84.93
Porto/Mark T	The Yancy, A Condominium Unit 1102	90.41
Buckley/Lynn A	The Yancy, A Condominium Unit 1103	-
Myers/Jon M & Chandra	The Yancy, A Condominium Unit 1104	151.65

ORDINANCE NO. 9554 (A) (cont.)

Boley/Loren E	The Yancy, A Condominium Unit 1105	105.71
Aulner/Christine	The Yancy, A Condominium Unit 1106	155.78
Home Federal Savings & Loan Assn	Hann's Fourth Add Lt 3	1,860.33
Artvest III	The Yancy, A Condominium Unit 002	11.61
Artvest III	The Yancy, A Condominium Unit 001	41.95
Ellison/Roxann T	Original Town W 18.9' Of E 33' Of S 25.1' Lt 7 Blk 65	55.31
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 101	36.43
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201B	59.03
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201C	148.58
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201D	111.85
Home Federal Savings & Loan	Original Town Pt Lts 1-2-3-4-7 & All 5 & 6 & Pt Vacated Alley Blk 89	378.96
Artvest III	The Yancy, A Condominium Unit 602	60.31
Calderon/Eliseo & Jessica	Jensen Sub Lt 2	94.69
Iglesia Evangelica Pentecostes	Ziller Sub Lt 2	-
Grand Island/City Of	Westervelt's Sub To The City Of Grand Island Vacated St South Of Lt 1	-
City Of Grand Island	Original Town S 1/2 Lt 1 Blk 57	-
City Of Grand Island	Parking Ramp Sub To The City Of Grand Island Lts 1-2-& 3	-
Hill/David C	Campbell's Sub To The City Of Grand Island Lts 10 & 11	93.09
	Total Assessment	94,660.99

SECTION 2. The special tax shall become delinquent in fifty (50) days from date of this levy; the entire amount so assessed and levied against each lot or tract may be paid within

ORDINANCE NO. 9554 (A) (cont.)

fifty (50) days from the date of this levy without interest and the lien of special tax thereby satisfied and released. After the same shall become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereon.

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

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Downtown Business Improvement District 2013".

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

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

Enacted: September 8, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9554 (B)

An ordinance to assess and levy a special tax to pay the 2015-2016 revenue year cost of Downtown Business Improvement District 2013 of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2015-2016 revenue year cost of Downtown Business Improvement District 2013 of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2015-2016 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

Approved as to Form ✕ _____
September 4, 2015 ✕ City Attorney

ORDINANCE NO. 9554 (B) (Cont.)

PARCEL	OWNER	PROPERTY DESCRIPTION	AMOUNT
000000310	Tallgrass Interstate Gas Transmission LLC	Centrally Assessed	21.24
000000380	Sourcegas Distribution LLC	Centrally Assessed	-
000000450	Northwestern Corporation	Centrally Assessed	4,314.47
000000620	Windstream Nebraska Inc	Centrally Assessed	3.55
000000640	Qwest Corporation	Centrally Assessed	3,369.44
000000705	At & T Communications	Centrally Assessed	16.79
000000840	At&T Mobility LLC	Centrally Assessed	23.79
000000845	NE Colorado Cellular Inc	Centrally Assessed	41.03
000000850	Sprint Nextel Wireless	Centrally Assessed	30.67
000000891	USCOC Of Nebraska/Kansas LLC-NE	Centrally Assessed	285.07
400004097	City Of G I	Original Town To The City Of Grand Island All Blks 52 & 53 & Pt Vac Kimball Ave	-
400004119	Bandasack/Chanh & Siphanh	Original Town N 100.5' E 2/3 Lt 1 Blk 54	295.72
400004127	Bandasack/Chanh & Siphanh	Original Town S 31.9' E 2/3 Of Lt 1 Blk 54	71.03
400004135	Wing Properties Inc	Original Town W 1/3 Lt 1 Blk 54	23.53
400004143	Wing Properties Inc	Original Town Lt 2 Blk 54	572.81
400004151	City Of G I	Original Town To The City Of Grand Island Lt 3 Blk 54	-
400004178	City Of G I	Original Town To The City Of Grand Island Lt 4 Blk 54	-
400004186	WayNe/John W & Teresa A	Original Town N 1/2 W 2/3 Lt 6 & N 1/2 Lt 5 Blk 54	471.42
400004194	Katrouzos/Gus G	Original Town S 60' W 1/3 Lt 5 Blk 54	86.50
400004208	Katrouzos/Gus G	Original Town S 60' W 16' E 2/3 Lt 5 Blk 54	70.57

ORDINANCE NO. 9554 (B) (Cont.)

400004216	Edwards Building Corp	Original Town E 28' S 1/2 Lt 5 & N 6' W 38' S 1/2 Lt 5 Blk 54	81.49
400004224	Edwards Building Corp	Original Town W 22' S 1/2 Lt 6 Blk 54	65.06
400004232	Wing Properties Inc	Original Town E 22' W 44' S 1/2 & E 22' Lt 6 Blk 54	392.36
400004240	Wing Properties Inc	Original Town W 1/3 Lt 7 Blk 54	315.14
400004259	Wing Properties Inc	Original Town C 1/3 Lt 7 Blk 54	306.80
400004275	Wing Properties Inc	Original Town Lt 8 & E 1/3 Of Lt 7 XC 15' X 15' X 15' Sold To City Blk 54	751.32
400004305	Nathan Detroit Inc	Original Town N 1/2 Lt 1 Blk 55	489.48
400004313	Nathan Detroit's	Original Town N 44' Of S 1/2 Lt 1 Blk 55	326.88
400004321	IrviNe/Virginia	Original Town S 22' Lt 1 Blk 55	100.68
400004348	City Of G I	Original Town To The City Of Grand Island E 1/2 Lt 3 & All Lt 2 Blk 55	-
400004356	City Of G I	Original Town To The City Of Grand Island N 1/2 W 1/2 Lt 3 & N 1/2 Lt 4 Blk 55	-
400004364	Hoetfelker/Russell L	Original Town S 1/2 W 1/2 Lt 3 & S 1/2 Lt 4 Blk 55	377.58
400004372	Downtown Center LLC	Original Town N 67.5' Lt 5 Blk 55	51.15
400004380	Armstrong/Matthew E & JaNelle A	Original Town N 20' S 64.5' Lt 5 Blk 55	118.49
400004399	Erives Enterprises LLC	Original Town S 44.5' Lt 5 Blk 55	390.39
400004402	Famos Construction Inc	Original Town W 2/3 Lt 6 Blk 55	357.61
400004429	Campos/Arthur V & Jeanene	Original Town E 1/3 Lt 6 Blk 55	145.52
400004437	Prairie Winds Art Center Inc	Original Town W 1/3 Lt 7 Blk 55	227.47
400004445	Merchen/Terrence R	Original Town E 2/3 Lt 7 Blk 55	853.60
400004461	T W Ziller Properties LLC	Original Town W 1/3 Lt 8 Blk 55	159.69
400004488	T W Ziller Properties LLC	Original Town C 1/3 Lt 8 Blk 55	160.02
400004496	T W Ziller Properties LLC	Original Town E 1/3 Lt 8 Blk 55	

ORDINANCE NO. 9554 (B) (Cont.)

			451.48
400004526	Downtown Center LLC	Original Town N 68' Lt 1 & All Lt 2 & E 1/2 Lt 3 Blk 56	171.89
400004534	Downtown Center LLC	Original Town N 22' S 42' & W 6' S 20' Lt 1 Blk 56	15.41
400004542	Downtown Center LLC	Original Town N 22' S 64' Lt 1 Blk 56	14.24
400004550	Downtown Center LLC	Original Town S 20' E 60' Lt 1 Blk 56	11.77
400004569	City Of G I	Original Town To The City Of Grand Island All Lt 4 & W 1/2 Lt 3 Blk 56	-
400004577	Mayhew/Carl & Susan A	Original Town W 1/3 Lt 5 Blk 56	278.65
400004585	Trintown LLC	Original Town E 2/3 Lt 5 Blk 56	453.34
400004593	Pohl/Helen E & James A	Original Town Lt 6 Blk 56	327.93
400004615	Johnson/DuaNe A & Dee Ann	Original Town Lt 7 Blk 56	373.46
400004623	Downtown Center LLC	Original Town Lt 8 Blk 56	4,934.52
400004631	City Of G I Park Lot	Original Town To The City Of Grand Island N 1/2 Lt 1 & All Lts 2-3 & 4 Blk 57	-
400004658	J & B Rentals LLC	Ziller Sub Lt 1	597.88
400004666	The Grand Foundation, Inc	Original Town To The City Of Grand Island E 2/3 Lt 6 Blk 57	-
400004674	T & S Land Development, LLC	Original Town Lt 7 Blk 57	939.90
400004682	Overland Building Corp	Original Town Lt 8 Blk 57	1,158.84
400004690	Firstier Bank National Assoc	Original Town Lts 1 & 2 Blk 58	323.18
400004704	Firstier Bank National Assoc	Original Town N 1/2 Lt 4 & N 1/2 Lt 3 Blk 58	116.53
400004712	Firstier Bank National Assoc	Original Town Lt 5 & W 22' Lt 6 Blk 58	1,592.98
400004720	Firstier Bank National Assoc	Original Town S 1/2 Lt 3 & S 1/2 Lt 4 Blk 58	123.72
400004739	Stelk/Mark D	Jensen Sub Lt 1	154.65
400004747	Calderon/Eliseo & Jessica	Original Town W 1/3 Lt 7 Blk 58	239.15

ORDINANCE NO. 9554 (B) (Cont.)

400004755	LindNer-Bombeck Trustee/Marilyn A	Original Town C 1/3 Lt 7 Blk 58	323.08
400004763	Galvan/Jesus G & Victoria	Prensa Latina Sub Lt 1	102.87
400004771	Calderon/Eliseo & Jessica	Prensa Latina Sub Lt 2	103.83
400004798	Stelk/Mark D	Prensa Latina Sub Lt 4	321.93
400004801	Stelk/Mark D & Wanda L	Prensa Latina Sub Lt 3	398.64
400004828	Mead Building Centers	Original Town N 102.5' Lt 1 & All Lt 2 Blk 59	284.57
400004844	H & H Land Co	Original Town S 29.5' Lt 1 Blk 59	19.09
400004852	Third City Archers Inc	Original Town S 99' Lt 4 & All Lt 3 Blk 59	269.20
400004860	Mead Building Centers	Original Town N 33' Lt 4 Blk 59	144.98
400004879	Berta/Gary & Billie	Original Town Lt 5 Blk 59	566.77
400004887	Fe/Mision Cristiana Amor Y	Original Town E 23' W 46' Lt 6 Blk 59	183.96
400004895	Gerdes/Larry C & Mary Ann	Original Town W 23' Lt 6 Blk 59	183.00
400004909	Berta/Gary J & Billie J	Original Town E 20' Lt 6 & W 1/2 Lt 7 Blk 59	18.15
400004917	H & H Land Co	Original Town W 22' E 1/2 Lt 7 Blk 59	180.76
400004925	H & H Land Co	Original Town E 11' Lt 7 & All Lt 8 Blk 59	520.48
400004933	CKP LLC	Original Town Lts 1 & 2 Blk 60	502.92
400004941	CKP LLC	Original Town Lt 3 Blk 60	123.98
400004968	Business Properties	Original Town Lt 4 Blk 60	298.46
400004984	LB Audio LLC	Original Town Lts 5 & 6 Blk 60	736.47
400004992	Community Redevelopment~Authority	Original Town Lts 7 & 8 Blk 60	566.70
400005018	Abjal LLC	Original Town Lts 1 & 2 Blk 61	1,044.75
400005026	Abjal LLC	Original Town Lts 3 & 4 Blk 61	858.69

ORDINANCE NO. 9554 (B) (Cont.)

400005034	Junebug2 LLC	Original Town Lt 5 Blk 61	704.83
400005042	Hansen Properties LLC	Original Town Lts 6-7 & 8 Blk 61	809.87
400005050	D & A Investments LLC	Original Town S 44' Lt 1 Blk 62	194.96
400005069	D & A Investments LLC	Original Town N 88' Lt 1 Blk 62	514.32
400005077	D & A Investments LLC	Original Town Lt 2 Blk 62	291.87
400005085	Northwestern Public Service Company	Original Town To The City Of Grand Island S 66' Lt 4 & N 66' E 57' Lt 3 & S 66' Lt 3 Blk 62	-
400005093	D & A Investments LLC	Original Town N 66' W 9' Lt 3 & N 66' Lt 4 Blk 62	155.56
400005107	Moreno/Darren M	Original Town S 1/2 W 50' Lt 5 Blk 62	93.51
400005115	Midwest Premier Investments LLC	Original Town N 1/2 W 50' Lt 5 Blk 62	262.08
400005123	Vogel Enterprises Ltd An Ia Corp	Original Town E 16' Lt 5 & W 1/2 Lt 6 Blk 62	63.26
400005131	Vogel Enterprises Ltd An Ia Corp	Original Town E 1/2 Lt 6 & W 1/2 Lt 7 Blk 62	378.66
400005158	Grand Island Area Habitat For~Humanity Inc	Original Town To The City Of Grand Island E 1/2 Lt 7 & All Lt 8 Blk 62	-
400005166	Old Sears Development Inc	Original Town Lts 1 & 2 Blk 63	1,144.27
400005174	Old Sears Development Inc	Original Town E 2/3 Lt 3 Blk 63	366.94
400005182	Masonic Templecraft Asso Of Gi	Original Town W 1/3 Lt 3 & E 1/3 Lt 4 Blk 63	-
400005190	Centro Cristiano Internacional	Original Town To The City Of Grand Island W 2/3 Lt 4 Blk 63	-
400005204	Wardens & Vestrymen Of St	St. Stephens Sub To The City Of Grand Island Lt 1	-
400005212	Wardens & Vestry St Stephens	St. Stephens Sub To The City Of Grand Island Lt 2	-
400005220	Hack/Monte C & Sheri S	Original Town S 88' Lt 8 Blk 63	401.63
400005239	T W Ziller Properties LLC	Original Town To The City Of Grand Island N 44' Lt 8 Blk 63	163.63
400005247	Nielsen/Thomas L & Lois E	Original Town E 1/3 Lt 1 Blk 64	412.88
400005255	Hand/Craig C	Original Town C 1/3 Lt 1 Blk 64	

ORDINANCE NO. 9554 (B) (Cont.)

			152.13
400005263	Bowen/Stephen T & Jacqueline E	Original Town W 1/3 Lt 1 Blk 64	195.21
400005271	Pham/Tammy	Original Town E 44' Lt 2 Blk 64	273.00
400005298	Trintown LLC	Original Town W 1/3 Lt 2 Blk 64	207.65
400005301	Double S Properties LLC	Original Town E 1/3 Lt 3 Blk 64	189.74
400005328	Saria E/Jose Isidro	Original Town W 2/3 Lt 3 Blk 64	234.09
400005336	Gerdes/Galen E & Tamera M	Original Town Lt 4 Blk 64	896.83
400005344	City Of G I	Original Town To The City Of Grand Island Lt 5 Blk 64	-
400005352	City Of G I	Original Town To The City Of Grand Island Lts 6 & 7 Blk 64	-
400005360	WagoNer/Lorna	Original Town N 22' Lt 8 Blk 64	182.13
400005379	Taylor/Terry N & Susan M	Original Town S 1/2 N 1/3 Lt 8 Blk 64	178.14
400005387	Shehein/E Lavern & Donna R	Original Town N 44' S 88' Lt 8 Blk 64	185.49
400005395	City Of G I	Original Town To The City Of Grand Island S 44' Lt 8 Blk 64	-
400005409	Edwards Building Corp	Original Town Lt 1 Blk 65	218.76
400005417	Nielsen/Thomas L & Lois E	Original Town E 1/3 Lt 2 Blk 65	167.59
400005425	Swanson/Constance K	Original Town C 1/3 Lt 2 Blk 65	157.98
400005433	Archway Partnership	Original Town W 1/3 Lt 2 Blk 65	248.12
400005441	Bartenbach Real Estate, LLC	Original Town E 1/3 Lt 3 Blk 65	163.70
400005468	Iglesia Evengolica Pentecostes	Original Town To The City Of Grand Island C 1/3 Lt 3 Blk 65	-
400005476	Brown/Janelle L A	Original Town W 1/3 Lt 3 Blk 65	143.48
400005484	Hoffer/Allen & Linda	Original Town E 1/3 Lt 4 Blk 65	289.40
400005492	Lambrech/Harriet K	Original Town W 2/3 Lt 4 Blk 65	180.67

ORDINANCE NO. 9554 (B) (Cont.)

400005506	J & B Rentals LLC	Original Town S 44' N 1/2 Lt 5 Blk 65	234.72
400005514	Taylor/Terry N & Susan M	Original Town N 22' Lt 5 Blk 65	137.29
400005522	J O Enterprises Inc	Original Town S 1/2 Lt 5 Blk 65	292.08
400005530	J & B Rentals LLC	Original Town W 1/3 Lt 6 Blk 65	89.49
400005549	T W Ziller Properties LLC	Original Town E 2/3 Lt 6 Blk 65	171.34
400005557	T W Ziller Properties LLC	Original Town W 1/2 Lt 7 Blk 65	166.09
400005565	C & S Group LLC	Original Town N 55' E 1/2 Lt 7 & N 55' Lt 8 Blk 65	50.84
400005573	C & S Group LLC	Original Town Pt W 18.9' E 1/2 Lt 7 & N 29.9' E 14.1' Lt 7 & W 29' Of C 22' Of E 1/2 Lt 7 & N 29.9' Of S 55' Lt 8 XC N 6' S 31.1' E 40' Lt 8 Blk 65	175.55
400005581	Parmley/David J	Original Town C 22' E 4' Lt 7 & C 22' Lt 8 Blk 65	288.33
400005603	C & S Group LLC	Original Town S 25.1' E 14.1' Lt 7 & S 25.1' Lt 8 & N 6' S 31.1' E 40' Lt 8 Blk 65	226.61
400005611	Garcia/Juan F & Maria Dejesus	Original Town Lts 1 & 2 Blk 66	640.38
400005638	Garcia/Maria De Jesus	Original Town W 2/3 Lt 3 XC W 17.5' Of S 44' Blk 66	257.02
400005646	Vipperman/John Fredrick	Original Town E 1/3 Lt 3 Blk 66	233.93
400005654	Duda/James G	Original Town N 88' E 1/3 Lt 4 Blk 66	240.53
400005662	Wing Properties Inc	Original Town N 88' C 1/3 Lt 4 Blk 66	298.56
400005670	Wing Empire Inc	Original Town N 80' W 1/3 Lt 4 Blk 66	241.97
400005689	Tower 217, LLC	Original Town W 17 1/2' S 44' Lt 3 & N 8' S 52' W 22' & S 44' Lt 4 Blk 66	301.45
400005697	Bartenbach Real Estate, LLC	Original Town W 1/3 Lt 6 & All Lt 5 Blk 66	530.90
400005700	Bartenbach Real Estate, LLC	Original Town E 2/3 Lt 6 & W 1/3 Lt 7 Blk 66	276.20
400005719	Keeshan/James E & Mary Ann	Original Town E 2/3 Lt 7 Blk 66	280.99
400005727	Procon Management Inc	Old City Hall Condominium Property Regime Unit 001 (Basement)	134.15

ORDINANCE NO. 9554 (B) (Cont.)

400005735	City Of Gi	Original Town To The City Of Grand Island N 1/2 Blk 67	-
400005743	County Of Hall Nebraska	Original Town S 1/2 Blk 67	-
400005751	City Of Grand Island	Original Town To The City Of Grand Island E 1/3 Lt 2 & All Lt 1 Blk 68	-
400005786	S & V Investments LLC	Sv Sub Lt 1	1,835.78
400005794	Plaza Square Development LLC	Original Town W 22' Lt 6 & All Lt 5 Blk 68	140.04
400005808	Smith/Jonathan M	Original Town W 6' Lt 7 & E 2/3 Lt 6 Blk 68	263.79
400005816	Smith/Jonathan M	Original Town E 60' Lt 7 Blk 68	267.37
400005824	Plate/Tim C	Original Town Lt 8 Blk 68	243.21
400006588	Westerby/Douglas M & Mikaela N	Original Town Lt 1 Blk 77	124.28
400006596	201 E 2nd LLC	Original Town Lt 2 Blk 77	70.60
400006618	201 E 2nd LLC	Original Town Lts 3 & 4 Blk 77	1,570.32
400006626	City Of Grand Island Ne	Original Town To The City Of Grand Island Lts 5-6-7-8 Blk 77	-
400006685	City Of G I	Original Town To The City Of Grand Island All Blk 78 & Vacated Alley	-
400006707	Equitable Bldg & Loan Assn/The	Original Town Lt 1 Blk 79	359.80
400006715	Equitable Bldg & Loan Assn Of GI	Original Town Lt 2 Blk 79	107.41
400006723	Equitable Bldg & Loan Assn/The	Original Town S 44' Lt 3 & S 44' Lt 4 Blk 79	1,428.40
400006766	Equitable Bldg & Loan Assn Of GI	Original Town N 26' 10.5 Lt 8 Blk 79	27.57
400006774	Equitable Bldg & Loan Assn Of GI	Original Town S 17' 1.5 N 44' Lt 8 Blk 79	15.81
400006782	Equitable Bldg & Loan Assn Of GI	Original Town S 88' Lt 8 Blk 79	95.68
400006790	O'Neill/Joseph P	Original Town E 22' Lt 4 & W 22' Lt 3 Blk 80	187.83
400006809	O'Neill/Joseph P	Original Town W 44' Lt 4 Blk 80	135.75

ORDINANCE NO. 9554 (B) (Cont.)

400006812	Northwestern Bell Tele Co	Original Town To The City Of Grand Island Lts 5-6-7 Blk 80	-
400006820	Northwestern Bell Tele Co	Original Town To The City Of Grand Island N 44' Lt 8 Blk 80	-
400006839	Huston/David C	Original Town C 1/3 Lt 8 Blk 80	364.04
400006847	Federal Bldg	Original Town To The City Of Grand Island Lts 1-2 & E 44' Lt 3 Blk 80	-
400006863	Mitchell/Derek L & Ruth E	Original Town S 44' Lt 8 Blk 80	253.14
400006871	Victory Bible Fellowship Of The	Original Town To The City Of Grand Island Lt 1 Blk 81	-
400006898	Grand Island Area Chamber Of Commerce	Original Town To The City Of Grand Island E 2/3 Lt 2 Blk 81	-
400006901	Trampe/Ronald Eugene	Original Town W 1/3 Lt 2 Blk 81	161.35
400006928	Kansas Ne Assoc Of Seventh Day	Original Town To The City Of Grand Island E 1/3 Lt 3 Blk 81	-
400006936	Encinger Enterprises LLC	Original Town C 1/3 Lt 3 Blk 81	253.64
400006944	Krauss Enterprises LLC	Original Town W 1/3 Lt 3 & All 4 Blk 81	542.27
400006952	Mehring & Shada Properties LLC	Original Town Lt 5 Blk 81	452.70
400006960	Mehring & Shada Properties LLC	Original Town Lt 6 Blk 81	183.93
400006979	Wheeler Street PartNership	Original Town Lt 7 & S 2/3 Lt 8 Blk 81	909.46
400006987	Wheeler St PartNership	Original Town N 1/3 Lt 8 Blk 81	257.05
400006995	Grand Island Independent	Original Town Lt 1 & Pt Vac Alley Blk 82	86.74
400007002	Grand Island Independent	Original Town Lt 2 & Pt Vac Alley Blk 82	300.12
400007010	Grand Island Independent	Original Town Lt 3 & Pt Vac Alley Blk 82	86.74
400007029	Grand Island Independent	Original Town Lt 4 & Pt Vac Alley Blk 82	188.67
400007037	Grand Island Independent	Original Town Lts 5-6-7-8 & Pt Vac Alley Blk 82	2,837.53
400007061	Grand Island Hospitality LLC	Original Town Lts 1 & 2 Blk 83	402.74

ORDINANCE NO. 9554 (B) (Cont.)

400007088	Jomida Inc A NE Corp	Original Town Lts 3 & 4 Blk 83	1,030.77
400007096	Calderon/Eliseo & Jessica	Original Town N 60.35' Lt 5 Blk 83	172.81
400007118	J & B Rentals LLC	Original Town S 71.65' Lt 5 Blk 83	187.01
400007126	Mateo P/Tomas	Original Town W 2/3 Lt 6 Blk 83	257.78
400007134	Perez/Sylvia	Original Town E 1/3 Lt 6 & All Lt 7 Blk 83	295.61
400007142	Wooden/Michael Owen & Sonya Kay	Original Town E 41' N 28' Lt 8 Blk 83	138.13
400007150	Wooden/Michael Owen & Sonya Kay	Original Town Pt N 1/3 & S 2/3 Lt 8 Blk 83~	200.68
400007169	Park	Original Town To The City Of Grand Island All Blk 84	-
400007177	Gatzemeyer/James O	Original Town Lt 1 Blk 85	514.26
400007185	Gatzemeyer/James O	Original Town Lt 2 Blk 85	193.46
400007193	Hope Harbor Inc	Original Town Lts 3 & 4 Blk 85	-
400007223	Grand Island Liederkrantz	Original Town Pt Lts 1-2-3 & 4 Blk 87	304.95
400007304	City Of G I	Original Town To The City Of Grand Island All Blk 88	-
400007312	Dodge & Elk Park Lots	Original Town To The City Of Grand Island Pt Blk 89	-
400007320	Enviro-Clean Contractors Inc	Original Town N 60' Fr Lts 1 & 2 & N 60' Of E 24' Of Lt 3 Blk 89	330.64
400007363	Hall Co	Original Town To The City Of Grand Island Strip 8' X 66' & Pt Lt 8 Blk 91	-
400007371	Dominick/Audrey & Eugene	Original Town E 6' N 103' E 37' S 29' Lt 2 & All Lt 1 Blk 92	-
400007398	City Of G I	Original Town To The City Of Grand Island Lt 2 XC E 6' N 103' & E 37' S 29' Lt 2 Blk 92	-
400007401	City Of G I	Original Town To The City Of Grand Island E 50' Lt 3 Blk 92	-
400007428	City Of G I	Original Town To The City Of Grand Island W 16' Lt 3 & All Lt 4 Blk 92	-
400029022	Emery/Gregory D & CharleNe A	Campbell's Sub E 51' 8 Lts 1-2-3	92.15

ORDINANCE NO. 9554 (B) (Cont.)

400029030	Wagoner/Lorna	Campbell's Sub W 75'4 Lts 1-2-3	286.21
400029049	Hastings Grain Inspection Inc	Campbell's Sub Lts 4-5-6 & N 10' Lt 7	171.43
400029057	Hastings Grain Inspection Inc	Campbell's Sub S 12' Lt 7 & All Lt 8	245.67
400029065	Two Brothers Inc	Campbell's Sub 32' X 127' Lt 9	224.84
400029073	Hill/David C	Campbell's Sub To The City Of Grand Island Lts 10-13	430.96
400039605	Hall Co	Court House Add To The City Of Grand Island Lt 1	-
400039613	Hall Co	Court House Add To The City Of Grand Island Lt 2	-
400039621	Hall Co	Court House Add To The City Of Grand Island Lt 3	-
400039648	Hall Co	Court House Add To The City Of Grand Island Lt 4	-
400042169	County Of Hall Nebraska	Hann's Add To The City Of Grand Island N 31' Lt 2 & S 13.75' Lt 1 Blk 1~	-
400042177	County Of Hall	Hann's Fourth Add To The City Of Grand Island Lt 2	-
400042185	Loeffler/Edward A & JaNe A	Hann's Add N 14' Lt 3 & S 26' Lt 2 Blk 1~	303.91
400042193	Campbell/Hunter A H & Kathleen A	Hann's Add N 7' Pt Lt 4 & S 43' Lt 3 Blk 1~	273.07
400042207	Moreno/Reynaldo	Hann's Add E 60' Of S 50' Of Lt 4 Blk 1~	235.61
400042215	Campbell/Kathleen A	Hann's Add W 67' Of S 50' Of Lt 4 Blk 1~	131.06
400042525	County Of Hall	Hann's Fourth Add To The City Of Grand Island Lt 1	-
400042533	Marsh Properties LLC	Hann's Second Add S 5' Of Lt 2 & All Lt 3 Blk 4	515.84
400042541	Williams/Casey J & Misti A	Hann's Fifth Sub Lt 2	191.77
400042568	Mueller/Robert J	Hann's Fifth Sub Lt 1	124.24
400042576	Two Brothers Inc	Hann's 3Rd Add W 111' X 118' Blk 5	465.83
400042584	Rosales-Monzon/Carlos A	Hann's 3Rd Add N 52.5' Of E 91.9' Of Blk 5	251.43
400042592	Royle/Cecilia B	Hann's 3Rd Add E 56' Of W 174' Of Blk 5	167.99

ORDINANCE NO. 9554 (B) (Cont.)

400042606	Valenzuela/Linda L	Hann's 3Rd Add S 58.5' Of E 91.9' Of Blk 5	242.56
400080532	Hoos Insurance Agency Inc	Railroad Add Lt 4 & Pt Vac St Blk 97	283.08
400080540	Sanchez/Filemon	Railroad Add N 1/2 Lt 1 Blk 98	23.03
400080559	Sanchez/Filemon	Railroad Add S 1/2 Lt 1 Blk 98	325.42
400080567	Chairman Investments LLC	Railroad Add Lt 2 Blk 98	118.92
400080575	KuehNer/Carolyn E	Railroad Add W 1/2 Lt 3 Blk 98	163.82
400080583	Schafer/Lee Ann G & Michael W	Railroad Add E 1/2 Lt 3 Blk 98	179.23
400080591	Plate/Tim C	Railroad Add N 86' Lt 4 Blk 98	95.68
400080605	Plate/Tim C	Railroad Add S 46' Lt 4 Blk 98	174.66
400080613	Plate/Tim C	Railroad Add Lt 5 Blk 98	582.99
400080621	Plate/Tim C	Railroad Add Lt 6 Blk 98	256.97
400080648	Benitez/Floriberto Sanchez	Railroad Add W 52' Lt 7 Blk 98	234.97
400080656	Sanchez/Filemon	Railroad Add E 14' Lt 7 & All Lt 8 Blk 98	464.51
400080990	Vaclavek/Lee Ann	Railroad Add Fr Lt 1 & Fr Lt 2 Blk 105	122.58
400081008	BlackstoNe Residence, LLC	Railroad Add Lt 3 Blk 105	216.93
400081016	Lazendorf Holdings Limited~Partnership	Railroad Add Lt 4 Blk 105	389.42
400081040	BlackstoNe Residence, LLC	Railroad Add Lt 5 & Fr Lts 6 & 7 XC City Blk 105	1,125.93
400081059	Starkel/Jerid & Tracy	Railroad Add Lts 1 & 2 Blk 106	651.71
400081067	C & S Group LLC	Railroad Add Lt 3 Blk 106	214.37
400081075	Fernandez/Pedro	Railroad Add Lt 4 Blk 106	341.77
400081105	Muffler Shop Inc/The	Railroad Add Lts 1 & 2 Blk 107	452.69
400081113	Muffler Shop Inc/The	Railroad Add Lts 3 & 4 Blk 107	187.25

ORDINANCE NO. 9554 (B) (Cont.)

400081121	Lane Home Improvement	Railroad Add S 2/3 Lt 5 Blk 107	60.59
400081148	Lane Home Improvement	Railroad Add N 1/3 Lt 5 Blk 107	72.90
400081156	Midwest Premier Investments LLC	Railroad Add Lt 6 Blk 107	296.79
400081164	Midwest Premier Investments LLC	Railroad Add Lt 7 XC N 60' Of E 22' & XC E 29.54' Of S 71.50' Blk 107	218.56
400081172	Janda DDS PC/David E	Railroad Add S 72' Lt 8 & E 29.54' Of S 71.50' Lt 7 Blk 107	323.69
400081180	Clinch/John & Barbara	Railroad Add N 60' Of E 22' Lt 7 & N 60' Lt 8 Blk 107	272.40
400081199	Fox/Richard & Marilyn	Railroad Add Lts 1 & 2 Blk 108	487.35
400081202	Westgate Properties LLC	Railroad Add E 37' Lt 3 Blk 108	206.14
400081210	Douglas Bookkeeping Service Inc	Railroad Add W 29' Lt 3 & All Lt 4 Blk 108	592.93
400081229	Placke/Donald J & Janet L	Railroad Add S 88' Lt 5 Blk 108	136.68
400081237	Placke/Donald J & Janet L	Railroad Add N 44' Lt 5 Blk 108	60.69
400081245	Brewer Properties LLC	Railroad Add Lt 6 Blk 108	307.77
400081253	Bosselman Inc	Railroad Add Lts 7 & 8 Blk 108	592.34
400081261	Gilroy/David A & Carolyn J	Railroad Add S 61' Lt 1 & S 61' Lt 2 Blk 109	208.35
400081288	Haney/Thomas W & DiaNe K	Railroad Add N 71' Lt 1 & N 71' Lt 2 Blk 109~	139.44
400081296	Roebuck Enterprises, LLC	Railroad Add E 59.5' Lt 3 Blk 109	154.09
400081318	Roebuck Enterprises, LLC	Railroad Add E 52'11 Lt 4 & W 6.5' Lt 3 Blk 109~	71.68
400081326	Lindell/Timothy C & Trina	Railroad Add E 52' 11 Of Lt 5 & All Lt 6 Blk 109	221.80
400081334	LPB, LLC	Railroad Add Lts 7 & 8 Blk 109	720.73
400113651	Hall Co	Westervelt's Sub To The City Of Grand Island Lt 2	-
400113678	Hall Co	Westervelt's Sub To The City Of Grand Island Lt 3	-
400113686	Hall Co	Westervelt's Sub To The City Of Grand Island N 52 1/3' Of W 150' Lt 4	-

ORDINANCE NO. 9554 (B) (Cont.)

400113694	Hall Co	Westervelt's Sub To The City Of Grand Island Lt 5	-
400113708	County Of Hall	Westervelt's Sub To The City Of Grand Island W 86' Of E 165' Of 4 & W 86' Of E 165' Of N 48.5' Lt 5	-
400113716	County Of Hall	Westervelt's Sub To The City Of Grand Island W Pt Of N 48.5' X 150' Lt 5 & 26.17' X 150' Of W Pt Lt 4	-
400135868	Schager/Margo	Gilbert's Sub North, Part Of Blk 79, Original Town 22' X 99' Lt A	161.24
400135876	Equitable Building & Loan Assoc	Gilbert's Sub North, Part Of Blk 79, Original Town Lt B	168.39
400143259	Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 102	151.39
400143267	Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 103	218.92
400143275	Equitable Building & Loan Assn/The	The Yancy, A Condominium Unit 104	544.80
400143283	Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201A	488.42
400143291	Devco Investment Corporation	The Yancy, A Condominium Unit 301	103.84
400143305	George/Mollie Jo	The Yancy, A Condominium Unit 302	75.41
400143313	Farr/Thomas M & Nita J	The Yancy, A Condominium Unit 303	107.26
400143321	Zins/William L	The Yancy, A Condominium Unit 304	98.83
400143348	Myers/Jon M & Chandra L	The Yancy, A Condominium Unit 305	168.40
400143356	Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 401	76.64
400143364	Artvest III, A NE General Partner	The Yancy, A Condominium Unit 402	87.44
400143372	Artvest III, A NE General Partner	The Yancy, A Condominium Unit 403	83.95
400143380	Edwards Building Corp	The Yancy, A Condominium Unit 404	138.83
400143399	Artvest III, A NE General Partner	The Yancy, A Condominium Unit 405	84.36
400143402	Powers/Yolanda L	The Yancy, A Condominium Unit 406	119.00
400143410	Fordham/Wyndell F & Barbara B	The Yancy, A Condominium Unit 407	130.66

ORDINANCE NO. 9554 (B) (Cont.)

400143429	Luce/Eric D	The Yancy, A Condominium Unit 501	110.72
400143437	Artvest III, A NE General Partner	The Yancy, A Condominium Unit 502	89.87
400143445	Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 503	84.01
400143453	Sindelar/Kody	The Yancy, A Condominium Unit 504	106.01
400143461	Artvest III, A NE General Partner	The Yancy, A Condominium Unit 505	84.43
400143488	Myers/Jon M & Chandra L	The Yancy, A Condominium Unit 506	119.09
400143496	Mowitz/Lynn	The Yancy, A Condominium Unit 507	134.65
400143518	Artvest III, A NE General Partner	The Yancy, A Condominium Unit 601	77.40
400143526	Artvest III	The Yancy, A Condominium Unit 602	90.02
400143534	Shaw/Stephanie A	The Yancy, A Condominium Unit 603	120.62
400143542	ClyNe/Thomas B	The Yancy, A Condominium Unit 604	97.18
400143550	Artvest III, A NE General Partner	The Yancy, A Condominium Unit 605	84.52
400143569	Myers/Jon M	The Yancy, A Condominium Unit 606	83.60
400143577	Arp/CharmaiNe L	The Yancy, A Condominium Unit 607	126.30
400143585	Brundage/LaNette M	The Yancy, A Condominium Unit 701	84.63
400143593	Artvest III, A NE General Partner	The Yancy, A Condominium Unit 702	90.14
400143607	Johnson/Margaret A	The Yancy, A Condominium Unit 703	84.26
400143615	Burtscher/Jan L	The Yancy, A Condominium Unit 704	139.14
400143623	Rathjen/Michelle R	The Yancy, A Condominium Unit 705	92.96
400143631	Long/Clifton J	The Yancy, A Condominium Unit 706	-
400143658	Vodehnal/Lloyd L	The Yancy, A Condominium Unit 707	-
400143666	Artvest III, A NE General Partner	The Yancy, A Condominium Unit 801	77.55

ORDINANCE NO. 9554 (B) (Cont.)

400143674	Mapes & Co General Partnership	The Yancy, A Condominium Unit 802	90.23
400143682	Mapes & Co General Partnership	The Yancy, A Condominium Unit 803	98.65
400143690	Myers/Mollie A	The Yancy, A Condominium Unit 804	159.42
400143704	Alexander/Wendy L	The Yancy, A Condominium Unit 805	104.22
400143712	Nelson/Jack L	The Yancy, A Condominium Unit 806	-
400143720	Leonard/Dennis R	The Yancy, A Condominium Unit 901	77.58
400143739	EvNen/Everett A & ElaiNe S	The Yancy, A Condominium Unit 902	90.29
400143747	EvNen/Everett A & ElaiNe S	The Yancy, A Condominium Unit 903	98.71
400143755	Atkins/Ann C	The Yancy, A Condominium Unit 904	145.52
400143763	Dizmang/Tammy L	The Yancy, A Condominium Unit 905	104.28
400143771	Lind/Sharon Graves	The Yancy, A Condominium Unit 906	148.13
400143798	Todd/Linda M	The Yancy, A Condominium Unit 1001	84.81
400143801	Fogland/Dan & Chris	The Yancy, A Condominium Unit 1002	90.32
400143828	Gillam/Jack L & Jerney S	The Yancy, A Condominium Unit 1003	98.77
400143836	Whitehead/Diana L	The Yancy, A Condominium Unit 1004	190.85
400143844	Megard/Ruth E	The Yancy, A Condominium Unit 1005	105.56
400143852	Aden/Steven G	The Yancy, A Condominium Unit 1006	-
400143860	Myers/Jon M & Chandra	The Yancy, A Condominium Unit 1101	84.93
400143879	Porto/Mark T	The Yancy, A Condominium Unit 1102	90.41
400143887	Buckley/Lynn A	The Yancy, A Condominium Unit 1103	-
400143895	Myers/Jon M & Chandra	The Yancy, A Condominium Unit 1104	151.65
400143909	Boley/Loren E	The Yancy, A Condominium Unit 1105	105.71

ORDINANCE NO. 9554 (B) (Cont.)

400143917	Mowitz/Lynn	The Yancy, A Condominium Unit 1106	155.78
400144247	Home Federal Savings & Loan Assn	Hann's Fourth Add Lt 3	1,860.33
400287218	Artvest III	The Yancy, A Condominium Unit 002	11.61
400287226	Artvest III	The Yancy, A Condominium Unit 001	41.95
400287390	Ellison/Roxann T	Original Town W 18.9' Of E 33' Of S 25.1' Lt 7 Blk 65	55.31
400292963	Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 101	36.43
400292971	Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201B	59.03
400292998	Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201C	148.58
400293005	Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201D	111.85
400294982	Home Federal Savings & Loan	Original Town Pt Lts 1-2-3-4-7 & All 5 & 6 & Pt Vacated Alley Blk 89	378.96
400295857	Artvest III	The Yancy, A Condominium Unit 602	60.31
400325705	Calderon/Eliseo & Jessica	Jensen Sub Lt 2	94.69
400367009	Iglesia Evangelica Pentecostes	Ziller Sub Lt 2	-
400401681	Grand Island/City Of	Westervelt's Sub To The City Of Grand Island Vacated St South Of Lt 1	-
400424177	City Of Grand Island	Original Town S 1/2 Lt 1 Blk 57	-
400475235	City Of Grand Island	Parking Ramp Sub To The City Of Grand Island Lts 1-2-& 3	-
400495505	Hill/David C	Campbell's Sub To The City Of Grand Island Lts 10 & 11	93.09
		Total Assessment	94,990.08

SECTION 2. The special tax shall become delinquent in fifty (50) days from date of this levy; the entire amount so assessed and levied against each lot or tract may be paid within fifty (50) days from the date of this levy without interest and the lien of special tax thereby

ORDINANCE NO. 9554 (B) (Cont.)

satisfied and released. After the same shall become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereon.

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

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Downtown Business Improvement District 2013".

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

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

Enacted: September 8, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island
Tuesday, September 8, 2015
Council Session

Item F-3

#9555 - Consideration of Assessments for Fonner Park Business Improvement District 2013

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

Staff Contact: William Clingman, Interim Finance Director

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9555

An ordinance to assess and levy a special tax to pay the 2015-2016 revenue year cost of Fonner Park Business Improvement District 2013 of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2015-2016 revenue year cost of Fonner Park Business Improvement District 2013 of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2015-2016 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

Approved as to Form ✕ _____
September 4, 2015 ✕ City Attorney

ORDINANCE NO. 9555 (Cont.)

OWNER	LEGAL	Amount
Westerby/Michael J & Mandy	Janisch Sub Pt Lt 1	959.64
Mcdermott/Niels C	Brownell Sub XC .0051 AC To Row Lt 1 XC E 10'	399.86
Wiltgen Corp II	Kirkpatrick Sub Lt 5	564.38
Wiltgen Corp II	Kirkpatrick Sub Lt 6	555.93
Da-Ly Properties LLC	Labelindo Second Sub Pt Lt 1 XC 18.3 Ft To City	2,236.61
Zana/James Scott	R & R Sub Pt Lt 1	1,125.78
Casey's Retail Co	Pleasant Home Sub XC City E 1/2 Of S 1/2 Blk 9	1,123.06
Locust Street LLC	Pleasant Home Sub XC City Blk 16	2,236.42
Oberg/Danny K	Roepke Sub Pt Lt 2 & Pt Lt 1	1,234.71
Oberg/Danny K	Roepke Second Sub Pt Lt 1	363.99
Edwards Building Corp	Fonner Sub Lt 1 XC City	1,199.51
Grand Island Associates LLC	Fonner Fourth Sub Lt 1	3,919.64
Far Reach LLC	Fonner Second Sub XC City Lt 5	1,598.90
Far Reach LLC	Fonner Second Sub XC City Lt 6	3,201.24
Three Circle Irrigation Inc	Fonner Third Sub Pt Lt 1 & Pt Lt 3	2,718.63
Edwards Building Corp	Fonner Third Sub Replatted Pt Lt 3	1,120.00
Staab/Kenneth W & Rose Mary	Miscellaneous Tracts 21-11-9 XC To City 52' X 257' Pt SE 1/4 SE 1/4	415.87
Staab Ph Units LLC	Miscellaneous Tracts 21-11-9 Pt SE 1/4 SE 1/4 .20 AC To City .817 AC	1,080.74
Reilly/Michael J & Carey M	JNW Sub Lt 1	1,232.00
Edwards Building Corp	JNW Second Sub Lt 1	1,326.66
Sax Pizza Of America Inc	Sax's Second Sub Lt 2	864.69

ORDINANCE NO. 9555 (Cont.)

Braddy/Cindy	Miscellaneous Tracts XC To City 21-11-9 Pt SE 1/4 SE 1/4 .78 AC	1,082.14
Arec 7, LLC	Miscellaneous Tracts 21-11-9 XC City Pt SE 1/4 SE 1/4 1.17 AC	1,599.86
Sax Pizza Of America Inc	Sax's Second Sub Lt 1	997.53
Goodwill Indust Of Greater Nebr	Goodwill Sixth Sub Lt 2	1,475.29
Hall County Livestock Improvement Assn	Miscellaneous Tracts 22-11-9 To The City Of Grand Island Pt SW 1/4 SW 1/4 & Pt NW 1/4 SW 1/4 XC .15 A City & 1.03 AC Fonner Rd XC .05 AC City XC .98 AC City 23.97 AC	2,651.51
Bosselman Pump & Pantry Inc	R & R Sub Pt Lt 2	1,114.82
Preferred Enterprises LLC	Fonner Fourth Sub To City Row Pt Lt 2	1,200.07
	Total Assessments	39,599.48

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

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

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Fonner Park Business Improvement District 2013".

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

ORDINANCE NO. 9555 (Cont.)

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

Enacted: September 8, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 8, 2015

Council Session

Item F-4

#9556 - Consideration of Assessments for South Locust Business Improvement District 2013

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

Staff Contact: William Clingman, Interim Finance Director

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9556

An ordinance to assess and levy a special tax to pay the 2015-2016 revenue year cost of South Locust Business Improvement District 2013 of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2015-2016 revenue year cost of South Locust Business Improvement District 2013 of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2015-2016 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

Approved as to Form ☐ _____
September 4, 2015 ☐ City Attorney

ORDINANCE NO. 9556 (Cont.)

PARCEL	OWNER	LEGAL	AMOUNT
400028824	MMY Hospitality LLC	Burch Sub W 273' Lt 1 XC City	1,015.76
400028832	Casey's Retail Company	Burch Sub W 125' Lt 2-3-4 XC City	1,305.18
400028840	Fugate/J Larry	Burch Sub Lt 5 XC City	867.94
400028859	Williams/Michael S & Sandra S	Burch Second Sub Lt 1 XC City	1,018.62
400045478	Eating Establishment/The	Runza Sub Lt 1 XC City	1,122.77
400045494	Willis/Ronald J & Lori D	Holcomb's Highway Homes E 100' Lt 12 XC City & E 100' Lt 13 XC City	1,450.00
400045508	Willis/Ronald J	Holcomb's Highway Homes Lt 14 XC City	794.31
400045516	Hansen/Ryan & Darcy	Holcomb's Highway Homes Lt 15 XC City	786.17
400045524	Mueller/John G & Dianna D	Bartz Sub Lt 1	790.26
400045559	Mehring/Donald D	Shovlain Second Sub Lt 3	1,126.44
400045567	Wratten/Calvin J & Donna	Holcomb's Highway Homes S 52' Lt 19 & N 1' Lt 20	379.42
400045575	Video Kingdom Of Grand Island Inc	Holcomb's Highway Homes S 108' Lt 20 XC City	790.37
400045583	Kershner Properties, LLC	Holcomb's Highway Homes N 60' Lt 22 XC City	429.52
400045591	Holiday Plaza LLC	Holcomb's Highway Homes Lt 21 XC City	790.37
400045605	Da-Ly Properties LLC	Holcomb's Highway Homes N 12' Lt 24 XC City & S 98' Lt 23 XC City	797.50
400045613	Kershner Properties, LLC	Holcomb's Highway Homes S 49' Lt 22 & N 11' Lt 23 XC City	434.97
400045621	Llamas Jr/Moises	Holcomb's Highway Homes S 97' Lt 24 XC City & N 38' Lt 26 XC City & All 25 XC City	1,768.53
400045648	Larsen/Marion D	Holcomb's Highway Homes N 79' Lt 27 XC City & S 71' Lt 26 XC City	1,087.97
400060965	McCloud Super 8 Motel Inc	Matthews Sub Pt Lt 25 XC City	1,794.23
400060973	Lawrey/William E & Sandra L	Garrison Sub Lt 1 XC City	1,639.48

ORDINANCE NO. 9556 (Cont.)

400063158	City Of Grand Island	Mil-Nic Second Sub To The City Of Grand Island Lt 1	-
400063166	Nebraska Mil-Nic	Mil-Nic Second Sub Lt 2	1,983.58
400086468	Paulsen And Sons Inc	Roush's Pleasantville Terrace Sub Lts 1 & 28 XC City & All Lts 2-3-26-27	1,450.46
400092026	Mehring/Donald D	Shovlain Second Sub Lt 2	870.16
400142988	Carpenter/Rex E & Jonadyne A	Woodland First Sub Lt 1 200' X 400' XC City	1,445.81
400142996	Carpenter/Rex E & Jonadyne A	Woodland First Sub Lt 2 200' X 400' XC City	1,450.29
400143003	Equitable Federal Savings	Woodland First Sub Lt 3 XC City	1,450.45
400143011	Oberg/Danny K	Woodland First Sub Lt 4 XC City	1,443.04
400143038	Riley's Auto Sales LLC	Woodland First Sub Lt 5 XC City	1,450.45
400143054	Rasmussen Jr/Richard S	Woodland First Sub N 50' Of E 260' Lt 6 XC City	361.43
400143062	Pam's Rentals LLC	Woodland First Sub S 126' Of E 260' Lt 6 XC City	918.08
400143070	Alpha Corp	Woodland First Sub E 260' Lt 8 XC City	1,518.54
400143127	Southeast Crossings LLC	Woodland Second Sub Lt 11 XC City	3,937.62
400143178	Bosselman Inc	Woodland Second Sub Lt 8	1,082.69
400143186	Carpenter Real Estate Inc	Woodland Second Sub Lt 9	1,087.72
400143194	Laub-Otto, LLC	Woodland Second Sub Lt 10	1,151.96
400143208	Rasmussen Jr/Richard S	Woodland Third Sub Lt 1 XC N 25' Of E 260' XC City	543.20
400143216	Arp/Dale & Kathleen	Woodland Third Sub N 25' Of E 260' Lt 1 XC City & Lt 2 XC City	905.71
400143232	Mcdermott & Miller, P C	Woodridge South Sub Lt 1 XC City	1,830.79
400143240	Larsen/Marion D	Woodridge South Sub Lt 2 XC City	787.96
400148382	South Pointe Development LLC	South Pointe Sub Lt 1	1,778.94

ORDINANCE NO. 9556 (Cont.)

400148390	Milton Motels LLC	Miscellaneous Tracts 27-11-9 Pt N 1/2 SW 1/4 SW 1/4 3.03 A	3,654.00
400148412	Platte Valley State Bank &	Equestrian Meadows Sub Lt 1	1,292.08
400148420	Community Redevelopment Authority	Desert Rose Sub Pt Lt 1 XC City	3,101.77
400148439	Robb/Theodore J	Miscellaneous Tracts 27-11-9 Pt NW 1/4 SW 1/4 XC City 5.08 Ac	2,436.08
400148447	RIGI Hospitality LLC	Miscellaneous Tracts 27-11-9 Pt NW 1/4 SW 1/4 Pt Lt 4 Island XC City 4.85 Ac	2,300.21
400148471	Llamas/Moises & Olivia	Knox Sub Lot 1 XC City	1,013.80
400148528	All Faiths Funeral Home LLC	Miscellaneous Tracts 27-11-9 Pt NW 1/4 NW 1/4 SW 1/4 2.34 Ac	1,740.01
400148579	Pharmacy Holdings LLC	Equestrian Meadows Sub Lt 2	1,051.19
400148714	Willis/Ronald J & Lori D	Miscellaneous Tracts 28-11-9 Pt NE 1/4 NE 1/4 XC City .445 Ac	725.00
400151340	Robb/Mason D	Knox Third Sub Lt 2 XC City	957.32
400347849	Robb/Ted	Knox Third Sub Lt 3 XC City	558.68
400397110	O'Reilly Auto Enterprises, LLC	Runza Sub Lt 2 XC City	1,128.40
400398192	Robb/Mason D	Knox Third Sub Lt 1 XC City	1,117.61
400418517	Faulkner/Mark A & Suzanne G	Equestrian Meadows Sub Lt 3	1,335.29
400495529	Heritage Hospitality Inc	Vanosdall Sub Lt 1	585.48
400495530	Wayne Vanosdall Sanitation	Vanosdall Sub Lt 2	514.25
		Total Assessment	71,149.86

SECTION 2. The special tax shall become delinquent in fifty (50) days from date of this levy; the entire amount so assessed and levied against each lot or tract may be paid within fifty (50) days from the date of this levy without interest and the lien of special tax thereby

ORDINANCE NO. 9556 (Cont.)

satisfied and released. After the same shall become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereon.

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

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "South Locust Business Improvement District 2013".

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

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

Enacted: September 8, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 8, 2015

Council Session

Item F-5

#9557 - Consideration of Approving FY 2015-2016 Annual Single City Budget and the Annual Appropriations Bill Including Addendum #1

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

Staff Contact: William Clingman, Interim Finance Director

ORDINANCE NO. 9557

An ordinance known as “The Annual Appropriation Bill” of the City of Grand Island, Nebraska, to adopt the proposed budget statement pursuant to the Nebraska Budget Act, as amended by Addendum #1 for the fiscal year commencing October 1, 2015 and ending September 30, 2016 to provide for severability; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. An appropriation is hereby made for the ensuing fiscal year to defray all necessary expenses and liabilities of City departments, funds and operations. The object and purpose of the appropriation shall be to pay for any and all necessary expenses and liabilities for the following departments, fund and operations.

Funds	Expenditures	Transfers	Total Appropriation
General	45,752,189	2,145,000	47,924,189
Permanent Funds	0	20,000	20,000
Special Revenue	7,701,212	6,160,000	13,861,212
Debt Service	3,322,935	3,400,000	6,722,935
Capital Projects	9,370,536	0	9,370,536
Special Assessments	0	3,521,000	3,521,000
Enterprise	114,493,835	770,000	115,263,835
Internal Service	13,264,935	500,000	13,764,935
Agency	1,560,725	0	1,560,725
Trust	1,094,000	900,000	1,994,000
Community Redevelopment Authority	2,630,884	0	2,630,884
Total Appropriation All Funds	199,191,251	17,416,000	216,634,251

Approved as to Form ✕ _____ September 4, 2015 ✕ City Attorney
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ORDINANCE NO. 9557 (Cont.)

SECTION 2. The proposed budget statement pursuant to the Nebraska Budget Act, is hereby amended by Addendum #1 attached hereto and approved and adopted for the fiscal year beginning October 1, 2015 and ending September 30, 2016.

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

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

Enacted: September 8, 2015

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 8, 2015

Council Session

Item G-1

Approving Minutes of August 24, 2015 City Council Budget Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL SPECIAL BUDGET MEETING

August 24, 2015

Pursuant to due call and notice thereof, a Special Budget Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on August 24, 2015. Notice of the meeting was given in the *Grand Island Independent* on August 12, 2015.

Mayor Jeremy L. Jensen called the meeting to order at 7:00 p.m. The following Councilmembers were present: Mitch Nickerson, Mark Stelk, Jeremy Jones, Chuck Haase, Julie Hehnke, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Interim Finance Director William Clingman, City Attorney Robert Sivick, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council member Sarah Salman.

INVOCATION was given by Community Youth Council member Sarah Salman followed by the PLEDGE OF ALLEGIANCE.

SPECIAL ITEMS:

Wastewater 2015/2016 Budget Presentation. Public Works Director John Collins introduced Wastewater Treatment Plant Engineer Marvin Strong and Dr. Jue Zhao. Reviewed were the funding sources. The operating revenue was \$28,595,521 and the expenditures were \$28,338,581 with a 2016 ending cash balance of \$8,215,808.

Dr. Jue Zhao presented the following 2015/2016 Capital Projects:

- Headworks – (\$21,500,000) – this project was on schedule and was on budget. The City would pay a 5% retainage (\$850,000) during FY 2016. The 5% contingency (\$850,000) was available for additional projects. The City would receive septage in a more appropriate manner.
- North Interceptor Phase 2 – (\$10,820,400) (SRF) – 7th and Skypark to 281 and Capital. The North Interceptor Phase 2b was done with the exception of restoration; within budget. North Interceptor Phase 2a (7th and Skypark to Capital and Broadwell) and 2c (Capital and Webb to Capital and Diers). Once completed Lift Station #19 would be abandoned. Work should be done by this time next year.
- Wildwood Subdivision - (\$1,872,600) (SRF) – would provide sanitary sewer service to this subdivision. There was \$100,000 carryover for retainage, etc.
- US Hwy 281 (530T) Sanitary Sewer Assessment District (\$2,132,230) (SRF) – this was an extension of sanitary sewer south along US Highway 281 from the Wildwood Industrial Park to Interstate 80. This also had a \$100,000 carryover for retainage, etc.

- Hall County Sanitary Improvement District #2 – (\$2,487,846) (SRF) – was scheduled to start this fall and should be done by this time next year. This would eliminate at least two small wastewater treatment plants.

Mr. Strong stated at least 30% of the Sanitary Sewer Collection System had been assessed. He also mentioned several Wastewater awards received.

Discussion was held regarding \$350,000 set aside for collection sewer system. Mr. Strong said it was met to be proactive. Three percent of the sewer pipes in Grand Island were 100 years old and were meant to last 50 years. Explained was using a lining in these older pipes.

Solid Waste 2015/2016 Budget Presentation. Solid Waste Superintendent Jeff Wattier reviewed the 2015/2016 Solid Waste Division budget. He explained that the Enterprise Fund received no funding from the General Fund and that all revenues generated were from tipping fees. This was one of the few divisions with competition and served both residents and non-residents.

Mr. Wattier stated the landfill site had 4-5 years life left in the current area (Cells 1 & 2) and approximately 30 years life left in total Phase 1 area. He said in 2015 they continued routine capital replacement with concrete repairs at the Transfer Station and a new dozer at the Landfill. Budgeted for FY2015/2016 were: personnel - \$1,043,699, operations - \$1,065,680, and Capital - \$575,000.

Discussion was held concerning the out-of-town waste into the Landfill. Mr. Wattier estimated 15% to 20% from out-of-town went to the Landfill and the Transfer Station. Explained was the closure process of the Landfill when it was full. The current four cells comprised of 52 acres. There was 320 acres to be used for landfill purposes.

The following FY 2015/2016 budgeted Capital Expenditures were:

- New wheel loader at transfer station (\$122,000)
- New truck-tractor at transfer station (92,000)
- New transfer trailers at transfer station (\$156,000)
- Used excavator at landfill (\$145,000)

There were no FTE changes and no rate increases proposed for 2015/2016. He stated there had been one rate increase (FY 2014) in the past 11 years. Council complimented the Solid Waste Division on their work.

Golf Course 2015/2016 Budget Presentation. Parks & Recreation Director Todd McCoy reviewed the number of rounds and the Golf Course financial history along with a five year projection. In the 2015/2016 Budget they were anticipating the purchase of a mower, sprayer, and vertical turbine replacement in the amount of \$60,000. Ending cash balance was projected at \$67,752.

Discussed was the capital purchase of a mower and repayment of \$25,000 each year to the General Fund for the irrigation system. It was recommended that the Council waive the \$25,000 each year to the General Fund. Mentioned were fee increases in 2017 and 2019.

Motion by Haase, second by Paulick to waive the \$25,000 for the repayment of the irrigation system indefinitely. Upon roll call vote, all voted aye. Motion adopted.

Utilities Department 2015/2016 Budget Presentation. Utilities Director Tim Luchsinger gave the following overview: \$550,000,000 in insurable assets; 25,000 electric meters; 17,000 water meters; and 139 full-time employees.

The following Budget Guidelines were presented:

- Conservative (low) revenue forecast
 - Weather dependent
 - Ensure debt service coverage
- Conservative (high) operating costs
 - Generation fuel/purchase power
 - Allow potential production capacity
- Maintain adequate cash reserves
- Manage controllable operating expenses and capital expenditures

The following Cash Reserve Guidelines were presented:

- Cash Reserve Considerations
 - Working Capital
 - Replacement Power
 - Asset Replacement
 - Capital Improvement Reserve
 - Debt Service Reserve
- Electric Fund - \$31,300,00
- Water Fund - \$3,200,000

Mr. Luchsinger commented on the Capital Improvement Budgets and stated the Electric and Water Master Plans had recently been completed. Mentioned was the 5 and 20 year system requirements and that the recommendations were included in the 5 year capital improvement budget forecasts.

The following Electric Capital Improvements with a total budget of \$15,959,000 were presented:

- Transmission line improvements - \$3,000,000
- Bond payments - \$2,915,000
- Distribution improvements - \$3,465,000
- Power plant maintenance/improvements - \$2,025,000
- Distribution Service Center improvements - \$1,385,000
- Substation improvements - \$960,000
- Phelps Control Center improvements - \$250,000

Discussion was held regarding wind energy. By the end of September they would put the generators on top of the towers and by the end of the year the generators would be in operation. On an annual basis the wind energy would supply around 7% to 8% of energy to the City. The goal by 2020 was to have 20% of wind energy.

The following Water Capital Improvements with a total budget of \$3,075,000 were presented:

- Bond payments - \$230,000
- Logan & Pine UPRR relocations - \$700,000
- Central NE Regional Airport upgrade - \$800,000
- Production improvements - \$510,000

Mr. Luchsinger stated future budgets should allow for increased capital improvements, rate increases over several years to support capital improvements would be required and discussions regarding water fund overall financial strategy proposed as to not conflict with general fund budget hearings.

RESOLUTIONS:

#2015-217 – Approval of Proposed FTEs for the 2015-2016 Budget. Interim Finance Director William Clingman commented on the changes to Resolution #2015-217 (B). Mr. Collins stated he would take out the two equipment operators.

Mr. Luchsinger answered questions regarding the System Technician FTE for the Electric Department.

Motion by Haase, second by Donaldson to approve Resolution #2015-217 (A) and #2015-217 (C). Upon roll call vote, Councilmembers Steele, Minton, Fitzke, Donaldson, Hehnke, Haase, Jones, Stelk, and Nickerson voted aye. Councilmember Paulick voted no. Motion adopted.

Comments were made regarding approving the FTE list before the budget talks regarding revenues and expenses.

Motion by Haase, second by Hehnke to amend Resolution #2015-217 (B) by removing the Equipment Operator and the Police Records Clerk. Upon roll call vote, Councilmembers Steele, Minton, Fitzke, Donaldson, Hehnke, Haase, Jones, Stelk, and Nickerson voted aye. Councilmember Paulick voted no. Motion adopted.

Motion by Donaldson, second by Stelk to approve Resolution #2015-217 (B) as amended. Upon roll call vote, Councilmembers Steele, Fitzke, Donaldson, Hehnke, Haase, Jones, Stelk, and Nickerson voted aye. Councilmembers Paulick and Minton voted no. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 8:31 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, September 8, 2015

Council Session

Item G-2

Approving Minutes of August 25, 2015 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING
August 25, 2015

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on August 25, 2015. Notice of the meeting was given in *The Grand Island Independent* on August 19, 2015.

Mayor Jeremy L. Jensen called the meeting to order at 7:00 p.m. The following City Council members were present: Mitch Nickerson, Mark Stelk, Jeremy Jones, Chuck Haase, Julie Hehnke, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Interim Finance Director William Clingman, City Attorney Robert Sivick, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council member Abigail Richling.

INVOCATION was given by Father Todd Philipsen, Blessed Sacrament Catholic Church, 518 West State Street followed by the PLEDGE OF ALLEGIANCE.

BOARD OF EQUALIZATION: Motion by Donaldson, second by Paulick to adjourn to the Board of Equalization. Motion adopted.

#2015-BE-4 - Consideration of Determining Benefits and Levy Special Assessments for Westgate Drainage Improvements; District No. 2013-D-4. Public Works Director John Collins reported that all work had been completed and special assessments had been calculated for the improvements. The total assessable amount was \$180,715.32. Staff recommended approval.

Motion by Stelk, second by Nickerson to approve Resolution #2015-BE-4. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Donaldson, second by Paulick to return to Regular Session. Motion adopted.

PUBLIC HEARINGS:

Public Hearing on Request from Bosselman Pump & Pantry, Inc. dba, Pump & Pantry #2, 821 South Webb Road for a Class "D" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "D" Liquor License had been received from Bosselman Pump & Pantry, Inc. dba Pump & Pantry #2, 821 South Webb Road. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on August 3, 2015; notice to the general public of date, time, and place of hearing published on August 15, 2015; notice to the applicant of date, time, and place of hearing mailed on August 3, 2015; along with Chapter 4 of the City Code. Staff recommended approval

contingent upon final inspections. Brandi Bosselman, 963 Schimmer Drive spoke in support. No further public testimony was heard.

Public Hearing on Request from Bosselman Pump & Pantry, Inc. dba, Pump & Pantry #11, 704 West 2nd Street for a Class “D” Liquor License. City Clerk RaNae Edwards reported that an application for a Class “D” Liquor License had been received from Bosselman Pump & Pantry, Inc. dba Pump & Pantry #11, 704 West 2nd Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on July 31, 2015; notice to the general public of date, time, and place of hearing published on August 15, 2015; notice to the applicant of date, time, and place of hearing mailed on July 31, 2015; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. Brandi Bosselman, 963 Schimmer Drive spoke in support. No further public testimony was heard.

Public Hearing on Request from Grand Island Associates, LLC for a Conditional Use Permit to Install and Operate a Remediation System to Address Petroleum Contamination located at 1607 South Locust Street. Building Department Director Craig Lewis reported that a request had been received from Grand Island Associates, LLC for a conditional use permit to allow for the temporary placement of a vapor extraction facility to facilitate the removal of petroleum contamination from the groundwater located at 1607 South Locust Street. The proposal includes the installation of a privacy fence for screening. Staff recommended approval for a two year period with the condition that a privacy fence for screening be built. No public testimony was heard.

Public Hearing on Request to Declare Proposed Area 18 as Blighted and Substandard located between Webb Road on the West, Blaine Street and Custer Avenue on the East, U.S. Highway 30 on the North and 2nd Street on the South (Middleton Electric). Regional Planning Director Chad Nabity reported that Middleton Electric had commissioned a Blight and Substandard Study for proposed Redevelopment Area No. 18. Ron Depue, 308 No. Locust Street; Keith Marvin, 457 D. Street, David City, NE; Ray O’Conner, 611 Fleetwood Road; and Gary Jacobsen, 623 South Locust Street spoke in support. Paul Wicht, 1708 Jerry Drive spoke in opposition. No further public testimony was heard.

ORDINANCE:

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

#9552 - Consideration of Assessments for Westgate Drainage Improvements; District No. 2013-D-4

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 this ordinance 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.

Motion by Paulick, second by Stelk to approve Ordinance #9552.

City Clerk: Ordinance #9552 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 #9552 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9552 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda item G-10 (Resolution #2015-224) was removed from the agenda at the request of the Public Works Department. Motion by Hehnke, second by Stelk to approve the Consent Agenda excluding item G-10. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of August 11, 2015 City Council Regular Meeting.

Approving Minutes of August 17, 2015 City Council Budget Session.

Approving Minutes of August 18, 2015 City Council Budget Session.

Approving Appointment of Tammy Slater to the Fonner Park Business Improvement District 2013 Board.

#2015-219 - Approving Preliminary and Final Plat and Subdivision Agreement for Wildwood Business Park Subdivision. It was noted that Grand Island Area Economic Development Corporation, owners, had submitted the Preliminary and Final Plat and Subdivision Agreement for Wildwood Business Park Subdivision for the purpose of creating 39 lots located north of Wildwood Drive and west of Blaine Street, in the 2 mile jurisdiction of the City of Grand Island consisting of 276.02 acres.

#2015-220 - Approving Final Plat and Subdivision Agreement for Bolanos Subdivision. It was noted that Edwin Bolanos, owner, had submitted the Final Plat and Subdivision Agreement for Bolanos Subdivision for the purpose of creating 2 lots located south of 4th Street and east of Plum Street consisting of 2.831 acres.

#2015-221 - Approving Contract for Delivery of Infield Soil Conditioner for George Park with Dakota Transport of Hampton, MN in an Amount of \$42,000.00.

#2015-222 - Approving Terrorism Insurance Renewal with FM Global for 2015 - 2016 for the Utilities Department with Factory Mutual Insurance Company of St. Louis, MO in an Amount of \$25,859.00.

#2015-223 - Approving Certificate of Final Completion for Water Main District 466T - Airport Road with Van Kirk Brothers Contracting of Sutton, NE and Setting the Board of Equalization Hearing Date for October 13, 2015

#2015-224 - Approving Continuation of Street Improvement District No. 1262; Sterling Estates Fourth Subdivision – Ebony Lane. This item was pulled from the agenda at the request of the Public Works Department.

#2015-225 - Approving Temporary Construction Easement for the North Interceptor Phase II, Part A; Sanitary Sewer Project No. 2013-S-4 (Ummel).

#2015-226 - Approving Authorizing Clean Water State Revolving Fund (CWSRF) Loans for Sanitary Sewer System.

#2015-227 - Approving Certificate of Final Completion for Webb Road Street Improvement District No. 1260; South Webb Road Extending North from Stolley Park Road to Union Pacific Railroad Tracks with The Diamond Engineering Company of Grand Island, NE.

#2015-228 - Approving Subordination Agreement for Shari Trompke, 254 S. Vine Street.

#2015-229 - Approving the Re-establishment of Connection Fees for Subdivided Lots in Starlite Subdivision - Water Main District 414T.

REQUESTS AND REFERRALS:

Consideration of Approving Request from Grand Island Associates, LLC for a Conditional Use Permit to Install and Operate a Remediation System to Address Petroleum Contamination located at 1607 South Locust Street. This item relates to the aforementioned Public Hearing.

Motion by Donaldson, second by Nickerson to approve with the condition that a privacy fence for screening be built and that the permit be for 5 years. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2015-230 - Consideration of Request from Bosselman Pump & Pantry, Inc. dba, Pump & Pantry #2, 821 South Webb Road for a Class “D” Liquor License and Liquor Manager Designation for Brian Fausch, 2009 West Highway 34. This item relates to the aforementioned Public Hearing.

Motion by Hehnke, second by Jones to approve Resolution #2015-230 contingent upon final inspections. Upon roll call vote, all voted aye. Motion adopted.

#2015-231 - Consideration of Request from Bosselman Pump & Pantry, Inc. dba, Pump & Pantry #11, 704 West 2nd Street for a Class “D” Liquor License and Liquor Manager

Designation for Brian Fausch, 2009 West Highway 34. This item relates to the aforementioned Public Hearing.

Motion by Minton, second by Fitzke to approve Resolution #2015-231 contingent upon final inspections. Upon roll call vote, all voted aye. Motion adopted.

#2015-232 - Consideration of Request to Declare Proposed Area 18 as Blighted and Substandard located between Webb Road on the West, Blaine Street and Custer Avenue on the East, U.S. Highway 30 on the North and 2nd Street on the South (Middleton Electric). This item relates to the aforementioned Public Hearing.

Discussion was held regarding the boundaries of the proposed area. Comments were made regarding whether blighted and substandard areas would profit the City as a whole and that TIF was an expenditure of public funds. Mr. Nabity stated typically the business could receive approximately 30% of the total project. TIF could be used for sewer, water, etc. but not for building a building, etc. Ron Depue explained the process of TIF applications and this was the first step. Once a TIF application was filed it would come to Council for final approval. Keith Marvin explained the process of setting the boundaries for this blighted and substandard area. Mentioned was the entrance into the City from the west.

Motion by Nickerson, second by Minton to approve Resolution #2015-232 contingent upon final inspections. Upon roll call vote, all voted aye. Motion adopted.

#2015-233 - Consideration of Approving Acceptance of United States Department of Housing and Urban Development (HUD) Entitlement Community Invitation. Community Development Specialist Charley Falmlen reported that the City of Grand Island was identified as a potential entitlement grantee for the United States Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. As a Metropolitan Statistical Area, Grand Island had the annual opportunity to accept status as an entitlement grantee or defer status. The Community Development Division is proposing to accept the Entitlement Invitation.

Discussion was held regarding the positives of becoming a HUD Entitlement Community. Ms. Falmlen stated we would be made aware of funds and we would be proactive. We would have a 3-5 year plan in place and there was no required local match on the funds.

Motion by Paulick, second by Hehnke to approve Resolution #2015-233. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Donaldson, second by Fitzke to approve the Claims for the period of August 12, 2015 through August 25, 2015, for a total amount of \$4,581,223.49. Unanimously approved.

SPECIAL ITEMS:

Discussion Concerning the Proposed Fiscal Year 2015-2016 City of Grand Island and Community Redevelopment Authority (CRA) Budgets. City Administrator Marlan Ferguson stated this was a continuation of the Public Hearing.

Jay Vavricek, 2729 Brentwood Blvd. asked questions regarding the Food & Beverage Tax validity to collect the tax. Mr. Ferguson stated the Fieldhouse had not been paid off and there was \$450,000 each year paid for the Nebraska State Fair.

Lewis Kent, 624 Meves Avenue commented on the taxes in town being too high. He suggested lowering expenses, freezing taxes, and holding the line.

Interim Finance Director William Clingman presented the following Budget Committee Recommendations:

Reduction Item	Impact Amount	Comments
20% Cash Balance	\$1,100,000	Lower the cash reserve requirement to 20% or approximately 10.4 weeks. This allows the cash to be spent for necessary costs.
NRD Bond Fiscal Year 2016	\$ 800,000	The NRD payment for 2016 is \$900,000. By bonding/borrowing the amount for the remaining payments the City can cut at least \$800,000 from 2016. Long term the roughly \$2.7M of remaining payments can be spread out over the next 10 years to level out payments by the City.
Insurance Reserve Transfer	\$ 500,000	Transfer of funds from the Insurance reserve to the General Fund.
FTEs	\$ 261,504	Decrease of proposed FTEs for 2016.
General Fund Capital Requests		
CRA Printer	\$ 10,000	Reduction of Capital request from the 2016 budget
Chairs/Carpet CMR	\$ 37,000	Reduction of Capital request from the 2016 budget
Street Motor grader	\$ 25,000	Reduction of Capital request from the 2016 budget
Police Van	\$ 24,000	Reduction of Capital request from the 2016 budget
Rotary Mower	\$ 60,000	Reduction of Capital request from the 2016 budget
Total General Fund Capital Reduction	\$ 156,000	Total Reduction of Capital request
Total Impact		\$2,817,504

Discussion was held regarding the NRD Bond and debt service. Mentioned was this proposal was not based on increasing property tax. This budget did not include the Food & Beverage Tax

as this will go before a vote of the people in May 2016. Mayor Jensen stated he was looking at 5 year projections. Discussion was held regarding an additional 1/2 cent sales tax and when that would go to a vote of the people.

The Budget Committee consisted of: Mayor Jeremy Jensen, City Administrator Marlan Ferguson, Interim Finance Director William Clingman, Public Works Director John Collins, Councilmembers Linna Dee Donaldson, Chuck Haase, Mark Stelk, and Mitch Nickerson.

Reviewed was the Revised 5 Year Projections. Also mentioned was the total City valuation was \$2,831,663,760 which was a 7% increase from 2015.

Reviewed was the revised Capital Projects for a total of \$8,615,536. Mr. Clingman stated they wanted to work on getting more in the cash reserve.

The Mayor and Council thanked Mr. Clingman for all the work he had done on this budget. Mr. Ferguson stated at the September 8, 2015 meeting the Council would vote the on the final budget.

ADJOURNMENT: The meeting was adjourned at 9:09 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, September 8, 2015

Council Session

Item G-3

**#2015-234 - Approving Final Plat and Subdivision Agreement for
Park-View Sixth Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: September 9, 2015
Subject: Park View 6th Subdivision – Final Plat
Presenter(s): Chad Naby, Regional Planning Director

Background

This property located east of Blaine Street and south of Pioneer Blvd, in the City of Grand Island, in Hall County, Nebraska, consisting of 2.6234 acres and (2 Lots).

Discussion

The plat for Park View 6th Subdivision was considered by the Regional Planning Commission at the September 2, 2015 meeting.

A motion was made by Ruge and seconded by Connelly to approve the plat as presented.

A roll call vote was taken and the motion passed with 10 members present and voting in favor (Kjar, Haskins, Connick, Maurer, Robb, O’Neill, Ruge, Huismann, Bredthauer and Connelly) and no members abstaining

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 final plat as presented.

Sample Motion

Move to approve as recommended.



Clyde & Linda Swearingen
Developers/Owners

Clyde & Linda Swearingen
2509 S Blaine St
Grand Island NE 68801

To create 2 lots on a tract of land east of Blaine and south of Pioneer Blvd. in the City of Grand Island, in Hall County, Nebraska.

Size: 2.6234 acres.

Zoning: R1 – Suburban Residential Zone

Road Access: City Roads

Water Public: City Water

Sewer Public: City Sewer



August 18, 2015

Dear Members of the Board:

RE: Final Plat – Park-View Sixth Subdivision

For reasons of Section 19-923 Revised Statutes of Nebraska, as amended, there is herewith submitted a final plat of Park-View Sixth Subdivision, located in the City of Grand Island, in Hall County Nebraska.

This final plat proposes to create 2 lots, a tract of land comprising all of Lots Sixteen (16), Seventeen (17) and Eighteen (18), Block E, Park-View Subdivision in the City of Grand Island, Hall County, Nebraska, said tract containing 2.623 acres.

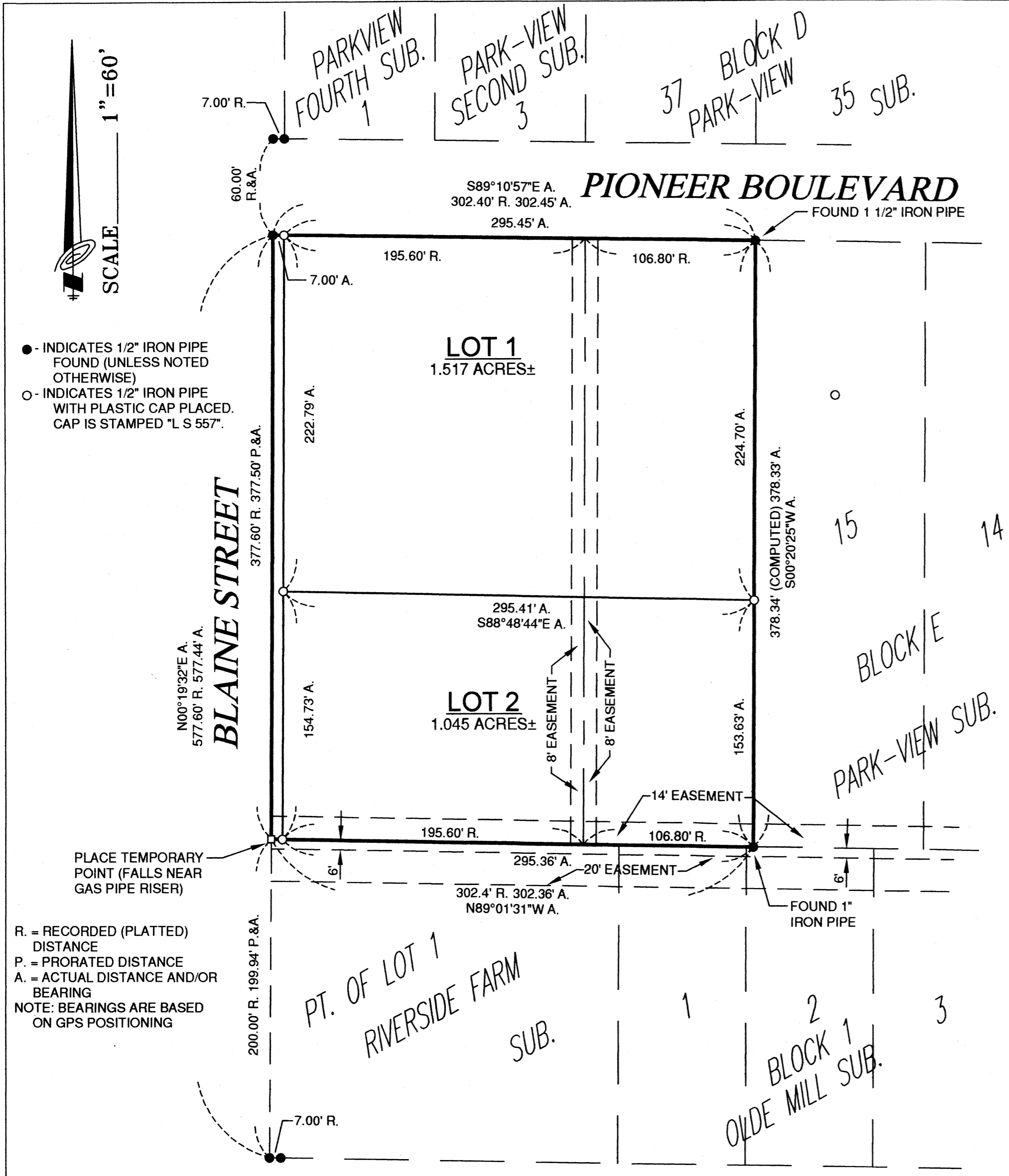
You are hereby notified that the Regional Planning Commission will consider this final plat at the next meeting that will be held at 6:00 p.m. on September 2, 2015 in the Council Chambers located in Grand Island's City Hall.

Sincerely,

Chad Nabity, AICP
Planning Director

Cc: City Clerk
City Attorney
City Public Works
City Building Department
City Utilities
Manager of Postal Operations
Benjamin & Associates

This letter was sent to the following School Districts 1R, 2, 3, 19, 82, 83, 100, 126.



LEGAL DESCRIPTION

A tract of land comprising all of Lots Sixteen (16), Seventeen (17) and Eighteen (18), Block E, Park-View Subdivision in the City of Grand Island, Hall County, Nebraska, said tract containing 2.623 acres, more or less.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that we, Clyde A. Swearingen and Linda Swearingen, husband and wife, being the owners of the land described hereon, have caused same to be subdivided, platted and designated as "PARK-VIEW SIXTH SUBDIVISION" in the City of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the easements, if any, for the location construction and maintenance of public service utilities forever, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements, and that the foregoing subdivision as more particularly described in the description hereon as appears on this plat, is made with the free consent and in accordance with the desires of the undersigned owners and proprietors.

IN WITNESS WHEREOF, we have affixed our signatures hereto at _____, Nebraska, this _____ day of _____, 2015.

Clyde A. Swearingen

Linda Swearingen

ACKNOWLEDGEMENT

State of Nebraska ss
County of Hall

On the _____ day of _____, 2015, before me, _____, a Notary Public within and for said County, personally appeared Clyde A. Swearingen and Linda Swearingen, husband and wife, to me personally known to be the identical persons whose signatures are affixed hereto, and they 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 _____, Nebraska, on the date last above written.

My commission expires _____.

Notary Public (SEAL)

APPROVALS

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

Chairman Date

Approved and accepted by the City of Grand Island, Nebraska, this _____ day of _____, 2015.

Mayor City Clerk

SURVEYOR'S CERTIFICATE

I hereby certify that on _____, 2015, I completed an accurate survey (made under my supervision) of "PARK-VIEW SIXTH SUBDIVISION" in the City of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof; that the lots, blocks, streets, avenues, alleys, parks, commons, and other grounds as contained in said subdivision as shown on the accompanying plat thereof, are well and accurately staked off and marked; that iron markers were placed at all corners 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.

Lee D. Wagner, Registered Land Surveyor No. 557

PARK-VIEW SIXTH SUBDIVISION
IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
 BENJAMIN & ASSOCIATES, INC. - ENGINEERS & SURVEYORS - GRAND ISLAND, NEBRASKA

RESOLUTION 2015-234

WHEREAS Clyde A Swearingen and Linda Swearingen, husband and wife, being the owners of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as "PARK VIEW SIXTH SUBDIVISION", to be laid out into 2 lots, a tract of land comprising all of Lots Sixteen (16), Seventeen (17) and Eighteen (18), Block E Park View Subdivision, in the City of Grand Island, Hall County, Nebraska, West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska, and has caused a plat thereof to be acknowledged by it; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement hereinbefore described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of PARK VIEW SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2015.

Jeremy J. Jensen Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 4, 2015	☐ City Attorney



City of Grand Island

Tuesday, September 8, 2015

Council Session

Item G-4

#2015-235 - Approving Bid Award for Precipitator, Bottom Ash and Boiler Industrial Cleaning - Fall 2015 Outage at Platte Generating Station

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: September 8, 2015

Subject: Precipitator, Bottom Ash and Boiler Industrial Cleaning
– Fall 2015 Outage

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

The electrostatic precipitator at the Platte Generating Station is the air quality control equipment used to remove coal ash particulates from the plant's boiler flue gas stream. Proper performance of this equipment is required as part of the plant's operating permit. Due to volume and characteristics of the coal ash, the precipitator must be grit blasted twice a year to remove ash build-up to allow the plant to remain below permitted emission levels. In addition to maintaining performance, removal of the ash deposits also allows an inspection of the precipitator internal surfaces and components.

The next outage is scheduled for October of this year. Specifications were developed by the plant maintenance staff for the removal of ash deposits throughout the precipitator and boiler including grit blasting of the electrostatic precipitator, bulk vacuuming of the associated ductwork and hoppers and high pressure water wash of the bottom ash system.

Discussion

Specifications for the Precipitator, Bottom Ash and Boiler Industrial Cleaning - Fall 2015 Outage, were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on August 20, 2015. Specifications were sent to four potential bidders and three responses were received as listed below. The engineer's estimate for this project was \$175,000.00.

The bids were reviewed by plant engineering staff. All bids were in compliance with the specifications and had no exceptions. The bid from Meylan Enterprises is compliant with specifications and less than the engineer's estimate.

Bidder	Bid Price
Meylan Enterprises, Inc., of Omaha, NE	\$140,654.71
W-S Industrial Services, In., of Council Bluffs, IA	\$147,166.51
Veolia North America of Liberty, MO	\$156,176.86

Alternatives

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

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

Recommendation

City Administration recommends that Council award the Contract for the Precipitator, Bottom Ash and Boiler Industrial Cleaning - Fall 2015 Outage, to Meylan Enterprises, Inc., of Omaha, Nebraska, as the low responsive bidder, with the bid in the amount of \$140,654.71.

Sample Motion

Move to approve the bid of \$140,654.71 from Meylan Enterprises for the Precipitator, Bottom Ash and Boiler Industrial Cleaning - Fall 2015 Outage.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 20, 2015 at 2:00 p.m.

FOR: Precipitator, Bottom Ash & Boiler Industrial
Cleaning – Fall 2015 Outage

DEPARTMENT: Utilities

ESTIMATE: \$175,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: July 31, 2015

NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder: Meylan Enterprises, Inc.
Omaha, NE

Bid Security: Universal Surety Company

Exceptions: None

Bid Price:	Precipitator Abrasive Cleaning	Vacuum Service	HP Wash/Water Blasting
Material:	\$ 4,400.00	\$29,988.00	\$19,193.00
Labor:	\$26,479.00	\$36,921.00	\$14,472.00
Sales Tax:	<u>\$ 2,161.53</u>	<u>\$ 4,683.63</u>	<u>\$ 2,356.55</u>
Total Base Bid	\$140,654.71		

Bidder: W.S. Industrial Services, Inc.
Bid Security: Council Bluffs, IA
Exceptions: Merchants Bonding Co.
None

Bid Price:	Precipitator Abrasive Cleaning	Vacuum Service	HP Wash/Water Blasting
Material:	\$ 6,240.00	\$2,160.00	\$ ----
Labor:	\$50,064.00	\$45,817.20	\$33,257.60
Sales Tax:	<u>\$ 3,941.28</u>	<u>\$ 3,358.40</u>	<u>\$ 2,328.03</u>
Total Base Bid	\$147,166.51		

Bidder: Veolia NA
Bid Security: Liberty, MO
Exceptions: Evergreen National Indemnity Co.
Noted

Bid Price:	Precipitator Abrasive Cleaning	Vacuum Service	HP Wash/Water Blasting
Material:	\$20,768.00	\$32,834.00	\$31,204.54
Labor:	\$30,054.32	\$26,992.00	\$14,324.00
Sales Tax:	<u>\$ ----</u>	<u>\$ ----</u>	<u>\$ ----</u>
Total Base Bid	\$156,176.86		

cc: Tim Luchsinger, Utilities Director
William Clingman, Interim Finance Director
Pat Gericke, Utilities Admin. Assist.

Darrell Dorsey, Plant Superintendent
Stacy Nonhof, Purchasing Agent
Karen Nagel, Utilities Secretary

P1829

RESOLUTION 2015-235

WHEREAS, the City of Grand Island invited sealed bids for Precipitator, Bottom Ash and Boiler Industrial Cleaning – Fall 2015 Outage at Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on August 20, 2015, bids were received, opened and reviewed; and

WHEREAS, Meylan Enterprises, Inc., of Omaha, Nebraska, 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 \$140,654.71; and

WHEREAS, the bid of Meylan Enterprises, Inc., is less than the estimate for Precipitator, Bottom Ash and Boiler Industrial Cleaning – Fall 2015 Outage.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Meylan Enterprises, Inc., in the amount of \$140,654.71, for Precipitator, Bottom Ash and Boiler Industrial Cleaning – Fall 2015 Outage, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 4, 2015	☐ City Attorney



City of Grand Island

Tuesday, September 8, 2015

Council Session

Item G-5

#2015-236 - Approving Bid Award for Transmission Line 1064B Upgrade

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: September 8, 2015

Subject: Approving Transmission Line Work L1064B

Presenter(s): Tim Luchsinger, Utilities Director

Background

Earlier this year, Black & Veatch completed an Electric System Master Plan that evaluated the entire Grand Island Electric System over a twenty year period to determine if there were any inadequacies in reliably supplying customer load. One of the resulting recommendations of that Master Plan is an upgrade to 115 kV transmission line 1064B located northeast of the City. In addition, Line 1064B has been flagged as potentially overloaded within the next several years by Southwest Power Pool (SPP). SPP is the regional transmission organization that, among other duties, ensures the reliability of the transmission system in the area. A Line 1064B upgrade has been planned for several years. Due to the recent developments, it has been determined to proceed with this upgrade.

Discussion

Bids were received on August 25, 2015 for the contract labor and materials for the rebuild of approximately 3 ½ miles of the 115 kV transmission line between Substation C and the north side of the Union Pacific rail line asset of the City. Due to work that was completed several years ago, the remainder of the line has already been upgraded.

The five bids received were:

<u>Bidder</u>	<u>Bid Price</u>
Ward Electric Company, Inc., of Longmont, Colorado	\$1,553,767.10
IES Commercial, Inc., of Holdrege, Nebraska	\$1,741,883.50
Watts Electric Company of Waverly, Nebraska	\$1,938,420.01
Hooper Corporation of Madison, Wisconsin	\$2,035,661.49
Probst Electric, Inc., of Herber City, Utah	\$2,355,465.34

Ward Electric Company, Inc. had the lowest bid. Upon review of their bid, the following concerns were discovered:

1. Ward failed to include the required steel pole design data and drawings in their bid as required in the bid specifications.
2. Ward failed to include the required completed "Contractor's Proposed Stringing Equipment" worksheet in their bid.
3. The key personnel Ward intends to use on the project do not have adequate experience as compared to other bidders.
4. Ward's list of similar projects included only two and both were completed four to five years ago.

IES Commercial's bid was the second lowest bid received. A review of their bid and additional information received indicated the following:

1. Grand Island Utilities has first-hand experience with IES. IES recently completed the construction of the seven mile 115 kV Transmission Line 1369 to the northwest of the City. This construction is identical to what is being specified for the Line 1064B rebuild. This was a very positive experience.
2. IES was careful to ask several detailed questions during their site visit. This indicated a better familiarity with the project and the challenges that may come from it.
3. The IES bid package was much more complete with additional information and references.

Based on a review of the bids received, Utilities staff recommends that the City award the contract for Transmission Line Work L1064B with IES Commercial, Inc. in the amount of \$1,741,883.50, as the lowest compliant bid. IES Commercial's bid is below the engineer's estimate of \$3,000,000.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the contract for Transmission Line Work L1064B with IES Commercial, Inc., in the amount of \$1,741,883.50.

Sample Motion

Move to approve the contract for Transmission Line Work L1064B with IES Commercial, Inc., in the amount of \$1,741,883.50.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 25, 2015 at 2:00 p.m.
FOR: Transmission Line Work L1064B - Contract #15-PCC-01
DEPARTMENT: Utilities
ESTIMATE: \$3,000,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: July 24, 2015
NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	<u>IES Commercial, Inc.</u> Holdrege, NE	<u>Ward Electric Company, Inc.</u> Longmont, CO
Bid Security:	National Union Fire Ins. Co.	International Fidelity Ins. Co.
Exceptions:	None	None
Bid Price:	\$1,741,883.50	\$1,553,767.10
Bidder:	<u>Hooper Corporation</u> Madison, WI	<u>Watts Electric Company</u> Waverly, NE
Bid Security:	Liberty Mutual Ins. Co.	Universal Surety Co.
Exceptions:	None	None
Bid Price:	\$2,035,661.49	\$1,938,420.01
Bidder:	<u>Probst Electric, Inc.</u> Herber City, UT	
Bid Security:	Federal Insurance Co.	
Exceptions:	None	
Bid Price:	\$2,355,465.34	

cc: Tim Luchsinger, Utilities Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Travis Burdett, Assist. Utilities Director
William Clingman, Interim Finance Director
Pat Gericke, Utilities Admin. Assist.

P1828

RESOLUTION 2015-236

WHEREAS, the City of Grand Island invited sealed bids for Transmission Line Work L1064B – Contract #15-PCC-01, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on August 25, 2015, bids were received, opened and reviewed; and

WHEREAS, IES Commercial, Inc., of Holdrege, Nebraska, 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 \$1,741,883.50; and

WHEREAS, the bid of IES Commercial, Inc., is less than the estimate for Transmission Line Work L1064B – Contract #15-PCC-01.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of IES Commercial, Inc., in the amount of \$1,741,883.50, for Transmission Line Work L1064B – Contract #15-PCC-01, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 4, 2015	☐ City Attorney



City of Grand Island

Tuesday, September 8, 2015

Council Session

Item G-6

#2015-237 - Approving Bid Award for Chimney Rain Hood Ice Melt System at Platte Generating Station

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: September 8, 2015

Subject: Chimney Rain Hood Ice Melt System

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

The rain hood on top of the Platte Generating Station chimney accumulates ice that then sheds off when the weather warms up. The falling ice has created a significant personnel hazard and has damaged structures as it falls over 400 feet to the ground. This situation has been aggravated by the lower gas outlet temperatures and higher moisture content in the outlet gas from the new Air Quality Control Systems (AQCS). Personnel safety issues have also been magnified due to the new AQCS being built near the base of the stack, increasing the frequency of personnel exposure to falling ice.

Specifications were developed by the plant maintenance staff for the design and installation of a Chimney Rain Hood Ice Melt System. This will consist of ice dams and heat tracing similar to what is used on the roofing of commercial buildings for the same purpose. This will help mitigate the ice build-up and reduce the amount of ice that falls from the stack.

Discussion

The specifications for the Chimney Rain Hood Ice Melt System were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on August 20, 2015. Specifications were sent to seven potential bidders and three responses were received as listed below. The engineer's estimate for this project was \$200,000.

Bidder	Bid Price
IES Commercial, Inc., of Grand Island, NE	\$150,000.00
Structural Preservation Systems of Cheshire, CT	\$183,799.00
R & P Industrial Chimney Co., of Nicholasville, KY	\$291,775.00

Bids were reviewed by plant staff. The bid from IES Commercial, Inc is compliant with specifications, less than the engineer's estimate and is the lowest and best bid. IES Commercial, Inc., also provided two alternatives that would improve the project:

1. Use PVC Coated MC cable from control panel to traces which is a ***\$5,362.00 deduction.***
2. Add snow/ice barricades to help hold back the ice and snow while the heat traces melts it, which is a ***\$6,137.00 addition.***

These two alternates are recommended to be accepted, with an adjusted IES Commercial, Inc. bid of \$150,775.00.

Alternatives

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

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

Recommendation

City Administration recommends that Council award the Contract for the Chimney Rain Hood Ice Melt System to IES Commercial, Inc., of Grand Island, Nebraska, as the low responsive bidder, with the adjusted bid in the amount of \$150,775.00.

Sample Motion

Move to approve the bid in the amount of \$150,775.00 from IES Commercial, Inc., for the Chimney Rain Hood Ice Melt System.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 20, 2015 at 2:15 p.m.
FOR: Chimney Rain Hood Ice Melt System
DEPARTMENT: Utilities
ESTIMATE: \$200,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: August 6, 2015
NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder:	<u>Structural</u> Cheshire, CT	<u>IES Commercial, Inc.</u> Holdrege, NE
Bid Security:	Fidelity & Deposit Co. of Maryland	National Union Fire Ins. Co.
Exceptions:	None	Noted
Material:	\$ 56,820.00	\$ 28,432.60
Labor:	\$123,000.00	\$117,346.54
Sales Tax:	\$ 3,979.00	\$ 4,220.86
Total Bid:	\$183,799.00	\$150,000.00

Bidder:	<u>R & P Industrial Chimney</u> Nicholasville, KY
Bid Security:	Merchants Bonding Co.
Exceptions:	Noted
Material:	\$154,370.00
Labor:	\$137,405.00
Sales Tax:	\$ ----
Total Bid:	\$291,775.00

cc: Tim Luchsinger, Utilities Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent
Darrell Dorsey, Utilities Dept. - PGS

Pat Gericke, Utilities Admin. Assist.
William Clingman, Interim Finance Director
Karen Nagel, Utilities Secretary

P1831

RESOLUTION 2015-237

WHEREAS, the City of Grand Island invited sealed bids for Chimney Rain Hood Ice Melt System at Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on August 20, 2015, bids were received, opened and reviewed; and

WHEREAS, IES Commercial, Inc., of Grand Island, Nebraska, 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 \$150,775.00; and

WHEREAS, the bid of IES Commercial, Inc., is less than the estimate for Chimney Rain Hood Ice Melt System.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of IES Commercial, Inc., in the amount of \$150,775.00, for Chimney Rain Hood Ice Melt System, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
September 4, 2015	☒ City Attorney



City of Grand Island

Tuesday, September 8, 2015

Council Session

Item G-7

**#2015-238 - Approving Prairie Breeze III Wind Energy Project
Power Purchase Agreement Amendment #1**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: September 8, 2015

Subject: First Amendment to Prairie Breeze III Power Purchase Agreement

Presenter(s): Timothy Luchsinger, Utilities Director

Background

On June 9, 2015 Council approved execution of a Power Purchase Agreement (PPA) with Invenergy Inc., for the Prairie Breeze III Wind Energy Project. This PPA with Invenergy is for the entire capacity of the Project with the intent for subsequent participation agreements between the City and the Nebraska City Utilities and the City of Neligh for minority positions in the Project.

Discussion

As a result of review by the Federal Energy Regulatory Commission, a recommendation was made regarding the definition of the delivery point as indicated in some of the exhibits of the PPA, and an amendment to revise this delivery point was proposed by Invenergy. This amendment has been reviewed by Department staff, Tenaska Power Services, the Department's energy marketer, and Fraser Stryker, the Department's legal counsel for this project. This amendment is included in the council packet and recommended for execution by the City. The amendment exhibits detailing the project system interconnections have not been included as they fall under Critical Energy Infrastructure Information regulations, but are at the Department's administrative offices.

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 First Amendment to the Prairie Breeze III Power Purchase Agreement.

Sample Motion

Move to approve the First Amendment to the Prairie Breeze III Power Purchase Agreement.

**FIRST AMENDMENT TO
POWER PURCHASE AGREEMENT**

This **FIRST AMENDMENT TO POWER PURCHASE AGREEMENT** (this “Amendment”) is made as of September 8, 2015, by and between the City of Grand Island, Nebraska doing business as the City of Grand Island, a municipal corporation and City of the First Class organized and existing pursuant to Neb. Rev. Stat. §§ 16-101 et. seq., and under the laws of the State of Nebraska (hereinafter “**Grand Island**”) and **Prairie Breeze Wind Energy III LLC** a Delaware limited liability company (hereinafter “**Seller**”).

RECITALS

WHEREAS, on June 9, 2015, Seller and Grand Island (collectively, the “**Parties**”) entered into a Power Purchase Agreement (the “**PPA**”); and

WHEREAS, the Parties now mutually desire to modify certain terms and conditions of the PPA, as set forth herein;

NOW THEREFORE, in consideration of the foregoing, of the mutual covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree to the following:

1. Amendments.
 - a. Section 7.1 – Delivery Point. Section 7.1 is hereby deleted in its entirety and replaced with the following:

“The “Delivery Point” shall mean the point where the Transmission Owner’s 230kV transmission line meets the last structure inside the fence of the 230 kV Collector Substation. Grand Island has reviewed all of Seller’s Interconnection Facilities required to connect the Plant with the Delivery Point (as such term is described in Exhibit B).”
 - b. Exhibit A – Seller’s Interconnection Facilities Description. Exhibit A is hereby deleted in its entirety and replaced with the new form of Exhibit A attached hereto.
 - c. Exhibit B –Description of Delivery Point. Exhibit B is hereby deleted in its entirety and replaced with the new form of Exhibit B attached hereto.
2. Representations Regarding this Amendment. By its execution hereof, each Party represents and warrants that it is authorized to enter into this Amendment, that this Amendment does not conflict with any contract, lease, instrument, or other obligation to which it is a party or by which it is bound, which conflict could reasonably be expected to have a material adverse effect on the ability of such

Party to perform its obligations hereunder, and that this Amendment represents its valid and binding obligation, enforceable against it in accordance with its terms.

3. No Other Amendments. Except as specifically provided in this Amendment, no other amendments, revisions, or changes are made or have been made to the PPA. All other terms and conditions of the PPA remain in full force and effect and the Parties hereby ratify and confirm their rights, obligations, and representations under the PPA, as amended hereby.
4. Conforming References. Upon the effectiveness of this Amendment, each reference in the PPA to “this Agreement”, “thereunder”, “hereto”, “herein”, or words of like import, shall mean and be a reference to the PPA as amended hereby.
5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.
6. Applicable Law. This Amendment and the rights and duties of the Parties hereunder shall be governed by and construed, enforced, and performed in accordance with the laws of the state of Nebraska, without regard to principles of conflict of laws.
7. Effectiveness of Amendment. The amendments to the PPA contained in this Amendment are effective once this Amendment is executed by both of the Parties.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives and their corporate seals affixed hereto effective the day and year first above written.

ATTEST:

**THE CITY OF GRAND ISLAND, NEBRASKA
DOING BUSINESS AS THE CITY OF GRAND
ISLAND**

By:
Printed Name:
Its:

By:
Printed:
Its:

ATTEST:

PRAIRIE BREEZE WIND ENERGY III LLC

By:
Printed Name:
Its:

By:
Printed:
Its:

RESOLUTION 2015-238

WHEREAS, on June 9, 2015 Council approved execution of a Power Purchase Agreement (PPA) with Invenergy, Inc., for the Prairie Breeze III Wind Energy Project; and

WHEREAS, as a result of review by the Federal Energy Regulatory Commission, a recommendation was made regarding the definition of the delivery point as indicated in some of the exhibits of the PPA, and an amendment to revise this delivery point was proposed by Invenergy; and

WHEREAS, this amendment has been reviewed by Department staff, Tenaska Power Services, the Department's energy marketer, and Fraser Stryker, the Department's legal counsel for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the First Amendment to the Prairie Breeze III Power Purchase is approved, and the Mayor is hereby 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 8, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 4, 2015	☐ City Attorney



City of Grand Island

Tuesday, September 8, 2015

Council Session

Item G-8

#2015-239 - Approving Acceptance of Coal Combustion Residual Rule Consulting Services Proposal from HDR Engineering

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: September 8, 2015

Subject: Authorization of Engineering Services for the Platte
Generating Station CCR Program Implementation

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

Background

On April 17, 2015 the U.S. Environmental Protection Agency (EPA) published the final rule for the regulation and management of Coal Combustion Residual (CCR) under the Resource Conservation and Recovery Act (RCRA). The rule becomes effective on October 19, 2015. In general, CCR required compliance activities include publication of public information on the web, signage, groundwater sampling, and impoundment structural and safety assessment for the Platte Generating Station.

Discussion

Platte Generating Station personnel have reviewed the regulations and determined consulting services will be needed to meet the initial CCR Rule compliance schedule. HDR is providing professional consultant services regarding CCR to Omaha Public Power District, Hastings Utilities, Fremont Utilities and the Public Power Generation Agency. The following areas need to be addressed:

Task 100 - CCR Fugitive Dust Control Plan

Task 200 - CCR Weekly Inspection Checklist, Training and Annual Inspection

Task 300 – Groundwater Monitoring System Assessment

Task 400 – Update Groundwater Sampling and Analysis Plan

The engineer's estimate for this project was \$60,000.00. To ensure timeliness and consistency among other electric utilities in Nebraska it is that recommended HDR Engineering be the designated as the sole source, and their proposal to perform the engineering services to meet the Coal Combustion Residuals program implementation for

Platte Generating Station for a total cost not to exceed \$59,960.00 in accordance with their standard terms and conditions be authorized.

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 authorize HDR, Inc., of Omaha, Nebraska, as the sole source, and that their proposal to perform the engineering services to meet the Coal Combustion Residuals program implementation for Platte Generating Station for a total cost not to exceed \$59,960.00 in accordance with their standard terms and conditions be authorized.

Sample Motion

Move to approve HDR, Inc., of Omaha, Nebraska, as the sole source, and that their proposal to perform the engineering services to meet the Coal Combustion Residuals program implementation for Platte Generating Station for a total cost not to exceed \$59,960.00 in accordance with their standard terms and conditions be authorized.

EXHIBIT A
Scope of Services
City of Grand Island, Platte Generating Station
Fossil Fuel Combustion Ash Disposal Area
CCR Compliance Assessment and Documentation 2015

SCOPE OF SERVICES

The City of Grand Island (City) owns and operates a permitted fossil fuel combustion ash disposal area (Monofill) at the Platte Generating Station located approximately two miles south of the City. The Monofill only accepts coal combustion residuals (CCR) from the City's fossil fuel power plant. The City has recently completed their Nebraska Title 132 permit renewal application for the Monofill. Maximum re-use will be made of all past permit documents for the CCR rule requirements.

On April 17, 2015 the U.S. Environmental Protection Agency (EPA) published the final rule for the regulation and management of coal combustion residuals (CCR) under the Resource Conservation and Recovery Act (RCRA). The rule – effective on October 19, 2015 – applies to electric utilities and independent power producers that fall within NAICS code 221112, and the facility produces or stores CCR materials in impoundments or landfills. This regulation applies to the City's existing Monofill. The CCR rule has specific documentation and deadlines for CCR landfills and surface impoundments. The table below lists the required assessments, plans, and documents for a CCR landfill. The following scope of services detail the activities necessary to complete the tasks that should be started in 2015 to meet the first deadlines of the CCR rule and current requirements of the Nebraska Department of Environmental Quality (NDEQ). The CCR compliance activities for 2016 and 2017 can be provided as additional services.

2015	2016	2017
CCR Fugitive Dust Control Plan	Start background sampling for CCR rule Appendix III & IV constituents	Complete background sampling by 3 rd quarter 2017 and initiate detection monitoring program by October 17, 2015
Weekly Inspection Checklist and Training	Closure Plan (will affect drawings, cost estimates and financial assurance)	Begin evaluating groundwater monitoring data for statistically significant increases
Annual Inspection and Report	Post-Closure Plan (will affect cost estimates and financial assurance)	Annual Groundwater Monitoring and Corrective Action Report
Groundwater Monitoring System Design Certification	Run-on and Run-off Control System Plan	Unstable Area Demonstration (can be delayed to 2018)
Groundwater Sampling and Analysis Plan*	Monofill Permit Modifications (to incorporate CCR compliance documents)	
	Annual Fugitive Dust Control Report	

* Although the CCR rule deadline for this plan does not occur until 2017, it should be updated before the eight rounds of background sampling starts. It is recommended to be completed in 2015 so that City can begin background sampling by early 2016.

Task 100 – CCR Fugitive Dust Control Plan

Objectives: To develop fugitive dust control plan for the existing Monofill as required by the CCR regulation published April 17, 2015.

HDR Activities:

1. HDR will consolidate the dust control language from the existing NDEQ Title 132 permit into a draft plan. HDR will review the portion of the plant's air quality permit related to fugitive dust control and any additional site-specific protocols for incorporation into a draft CCR Fugitive Dust Control Plan.
2. HDR will visit the site and plant personnel to identify any areas of concern on-site with CCR fugitive dust control, verify fugitive dust control practices, and identify any additional practices. Input will be obtained from the City on the following for CCR rule compliance:
 - Explanation of how dust control measures selected are applicable and appropriate for site conditions
 - Procedures to log citizen complaints
 - Description of procedures to follow to periodically assess effectiveness of control plan

Information and procedures from the City will be incorporated into the draft CCR Fugitive Dust Control Plan. The draft plan will be submitted to the City for review and comments.

3. HDR will incorporate City comments and finalize the CCR Fugitive Dust Control Plan for the Monofill.
4. HDR will provide a certification from a qualified professional engineer that the initial CCR fugitive dust control plan meets the requirements of the CCR rule (Section 257.80).
5. HDR will draft the notification letter to NDEQ on the availability of the CCR fugitive dust control plan as required by the CCR rule (Section 257.106). The City will put on City letterhead, sign and submit to NDEQ.

Task Deliverables:

- Draft and Final CCR Fugitive Dust Control Plan
- Certification of final plan
- Draft notification letter

Planned Meetings: Project kick-off meeting at site with one HDR personnel.

Key Understandings:

1. City will provide a copy of any site protocols or operating procedures for fugitive dust control at the site and copy of the portion of the air quality permit applicable to fugitive dust. City will provide description of any additional fugitive dust control practices utilized at the site.
2. City will provide electronic copies of the latest NDEQ Title 132 permit documents and drawings for the ash monofill.
3. Plan will be provided in Microsoft Word and PDF format. Certification will be provided in PDF format. Draft notification letter will be provided in Microsoft Word.
4. City will post the CCR fugitive dust control plan and certification on their CCR web site by the October 19, 2015 deadline. The City will submit notification to NDEQ.

Task Schedule:

Site Visit/Kick-off Meeting	by September 10, 2015
Draft CCR Fugitive Dust Control Plan	September 18, 2015
Comments received from City	September 28, 2015
Final CCR Fugitive Dust Control Plan	October 9, 2015
PE Certification & draft notification letter	October 9, 2015
City post to CCR website and notification	by October 19, 2015

Task 200 – CCR Weekly Inspection Checklist, Training and Annual Inspection

Objectives: To develop weekly inspection checklists for the ash monofill, provide training and conduct initial annual inspection and reporting required by the CCR rule.

HDR Activities:

1. HDR will develop a weekly inspection checklist for the Monofill in accordance with the CCR rule. The inspection checklist will need to cover any appearances of actual or potential structural weakness and any other conditions which are disrupting or have potential to disrupt the operation or safety of the disposal area. The checklist is anticipated to include the following features for inspection of proper operation and maintenance:
 - Placement of CCR
 - Dust control
 - Stormwater run-on and run-off controls
 - Liner systems
 - Leachate collection systems
 - Final cover systems, if installed in phases
 - Groundwater monitoring systems
2. HDR will prepare a draft weekly checklist for City review and comment. Checklist will be finalized and provided to City for their use.
3. HDR will assist in training City personnel with completion of initial weekly inspection. Training is anticipated to include a PowerPoint presentation followed by a step-by-step site inspection. Two HDR personnel will assist with the training for one day.
4. HDR will conduct the initial annual inspection of Monofill. Annual inspections are to be conducted to ensure that the design, construction, operation and maintenance of the CCR unit are consistent with recognized and generally accepted good engineering standards. Annual inspection will be conducted by a qualified professional engineer. Annual inspections must include:
 - Review of available information regarding status and condition of the CCR unit, including weekly inspections and all files available in the operating record.
 - Visual inspection to identify signs of distress or malfunction of unit and appurtenant structures.
5. HDR will prepare initial annual inspection report for Monofill to identify and discuss findings of the inspection as well as discuss potential remedies for addressing any deficiencies discovered during the inspection. The inspection report must include:
 - Any changes in geometry of the structure since the previous annual inspection.
 - Approximate volume of CCR contained in the unit at the time of the inspection.
 - Any appearances of actual or potential structural weakness of the CCR unit, in addition to any existing conditions that are disrupting or have the potential to disrupt the operation and safety of the CCR unit.

- Any other change(s) which may have affected the stability or operation of the CCR unit since the previous annual inspection.

This initial annual inspection is anticipated to include a discussion of the current geometry of the CCR unit instead of changes in geometry.

6. HDR will submit draft report to the City for review and comment. Comments will be incorporated and initial annual inspection report will be finalized.
7. HDR will draft the notification letter to NDEQ on the availability of the annual inspection report as required by the CCR rule (Section 257.106). The City will put on City letterhead, sign and submit to NDEQ.

Task Deliverables:

- Draft and final weekly checklist for existing ash Monofill
- PowerPoint presentation for training
- Draft and final Initial Annual Inspection Report
- Draft notification letter

Planned Meetings:

One (1) day site visit to train City personnel.

One (1) day site visit for annual inspection.

Key Understandings:

1. City will provide copies of all weekly inspections performed, maintenance and corrective actions that will occur for Monofill from October 2015 through December 2015. City will identify and make available files in the operating record regarding status and condition of the Monofill.
2. City will provide most recent surveyed volume calculations and CCR quantities disposed in the existing Monofill since the last survey. City will also provide quantities of CCR disposed through the date of the inspection.
3. City will provide access to the site and all structures and features related to the Monofill.
4. The weekly inspections will be conducted by qualified City personnel and recorded in the facility's operating record. City will correct problems and deficiencies discovered during the weekly inspections in a timely manner and document all corrective measures taken.
5. The weekly inspection checklist will be utilized during the annual inspection. The annual inspection site visit will need to occur when there is no snow to impede the visual inspection.
6. City will place the annual inspection report into the facilities' operating records, post to the website, and comply with submitting the notification requirements to the NDEQ.
7. Discussion of potential remedies in the annual inspection report does not include evaluations or designs of features.
8. Any deficiencies or release identified during the annual inspection will be remedied by City as soon as possible. City will need to prepare the documentation detailing the corrective measures taken.
9. City personnel may accompany HDR during the annual site inspection.
10. Annual Inspection Report and certification will be provided in PDF format. Checklist will also be provided in Microsoft Word or Excel format. Draft notification letter will be provided in Microsoft Word.

Task Schedule:

Draft weekly checklist	September 14, 2015
Review comments from City	September 28, 2015
Final weekly checklist	October 9, 2015
Training – weekly inspection	by October 9, 2015
Annual inspection site visit	by December 15, 2015 (before heavy snowfall)
Draft Annual Inspection Report	December 31, 2015
Final Annual Inspection Report	January 12, 2016
PE Certification & draft notification letter	January 12, 2016
City post to CCR website and notification	by January 19, 2016

Task 300 – Groundwater Monitoring System Assessment

Objectives: To evaluate the existing groundwater monitoring systems at the Monofill relative to the CCR rule.

HDR Activities:

1. The site has existing groundwater monitoring wells around the Monofill developed for the NDEQ Title 132 permit. HDR will review the site investigations documentation, hydrogeologic setting, and historic groundwater contours to understand and characterize site geologic and hydrologic conditions. HDR will evaluate the existing monitoring wells and piezometers for well design, boring logs, depths and locations of these wells. Based on site-specific data, HDR will determine the groundwater flow rate and direction, and propose the locations and depths of any new upgradient and/or downgradient wells to represent the water quality in the uppermost aquifer and meet compliance with the CCR rule.
2. HDR will recommend monitoring well design and specifications for new wells to be installed, if determined necessary.
3. If new monitoring wells are recommended to be installed, HDR will observe well(s) installation and development to confirm that they were constructed in accordance with the design. HDR will review the construction documentation (boring logs, well diagrams and surveyed location) for completeness.
4. HDR will provide summary documentation report and certification from a qualified professional engineer that the groundwater monitoring systems been designed and constructed to meet the requirements of the CCR rule (Section 257.91).
5. HDR will draft the notification letter to NDEQ on the availability of the groundwater monitoring system certification as required by the CCR rule (Section 257.106). The City will put on City letterhead, sign and submit to NDEQ.

Planned Meetings:

- On-site observation of well installation with one HDR personnel, assuming 3 days.
- All other communications will be through email and telephone.

Task Deliverables:

- Monitoring wells location maps
- Monitoring well design figure and specifications
- Documentation report and Certification of groundwater monitoring system
- Draft notification letter

Key Understandings and Assumptions:

1. The City will provide a copy of all hydrogeologic investigations at the site, and all records for the design, installation, development and decommissioning of any monitoring wells and piezometers. If installation documentation of an existing monitoring well cannot be found, then such well may need to be decommissioned and replaced. Figures of the monofill site showing locations and identification of existing groundwater monitoring wells should be provided in AutoCAD.
2. City will provide copies of semi-annual groundwater monitoring reports and groundwater contour maps from the past several years for the site.
3. City will complete the installation and development of any additional monitoring wells in accordance with the recommended well design and decommissioning of any wells. Copies of construction documentation, surveyed locations, and any decommissioning documentation will be provided to HDR.
4. HDR has assumed up to 3 days on-site for well(s) installation. If monitoring well installation extends beyond 3 days, the additional days of on-site observation will be provided as additional services.
5. Figures, specifications, reports and certifications will be provided in PDF format. Draft notification letter will be provided in Microsoft Word.

Task Schedule:

Review of existing hydrogeo data	September 30, 2015
Proposed monitoring well locations	September 30, 2015
Monitoring well design and specification	October 12, 2015 (if required)
Installation of monitoring wells	by December 1, 2015*
Certification of groundwater monitoring system & draft notification letter	December 31, 2015*
City post to CCR website and notification	by January 30, 2016

*Note: By CCR rule, the certification of groundwater monitoring system is due by October 17, 2017. System of wells should be defined and installed before the 8 rounds of background sampling are performed. Although quarterly sampling is preferred, the 8 rounds of background sampling are not required to be quarterly.

Task 400 – Update Groundwater Sampling and Analysis Plan

Objective: To revise the existing Groundwater Sampling and Analysis Plan for the federal CCR rule requirements.

HDR Activities:

1. HDR will review the existing Groundwater Sampling and Analysis Plan in the Title 132 permit for descriptions of sample collection, sample preservation and shipment, analytical procedures, chain of custody control, quality assurance/quality control, and statistical analysis.
2. HDR will add descriptions of sample collection, preservation and analytical procedures for all new detection and assessment monitoring constituents listed in Appendix III and IV of the CCR rule. Description will include the procedures for obtaining the eight independent background samples for each well. A figure will be updated to include locations of existing wells, new monitoring wells installed, if any, and decommissioning of any wells resulting from Task 300.

3. HDR will add a description for determining groundwater flow rate for each sampling event and identify source of data from hydrogeologic investigations report.
4. HDR will review the recent semi-annual groundwater monitoring reports for the site and the current statistical procedures to determine compliance with the CCR rule. The statistical procedures will either remain the same (if they comply), be modified, or an appropriate statistical method specified in the CCR rule will be selected and described. HDR will provide a certification from a qualified professional engineer that the selected statistical method is appropriate for evaluating the groundwater monitoring data (Section 257.93).
5. A draft plan will be submitted to the City for review and comments. HDR will conduct a conference call with the City to discuss comments and edits. Revisions will be incorporated into a final Groundwater Sampling and Analysis Plan.
6. HDR will prepare the cover letter for City to place on City letterhead, sign and submit letter and updated Groundwater Sampling and Analysis Plan to the NDEQ. HDR will respond to subsequent NDEQ comments as described under Key Understandings, unless otherwise authorized by the City.
7. HDR will draft the notification letter to NDEQ on the availability of the selection of statistical method certification as required by the CCR rule (Section 257.106). The City will put on City letterhead, sign and submit to NDEQ.

Task Deliverables:

- Draft and Final Groundwater Sampling and Analysis Plan.
- Certification of selected statistical method.
- Draft notification letter.

Planned Meetings: Conference call.

Key Understandings:

1. The City will provide HDR with electronic copies (Microsoft Word) of the latest Groundwater Sampling and Analysis Plan from the NDEQ Title 132 permit for the Monofill and copies of the semi-annual groundwater monitoring reports for the past two years. Any figures should be provided in AutoCAD.
2. HDR understands the CCR rule requirements and the differences with Nebraska's current Title 132 permitting requirements.
3. The Groundwater Sampling and Analysis Plan will be provided in Microsoft Word and PDF format. Statistical method certification will be provided in PDF format. Draft notification letter will be provided in Microsoft Word.
4. This task does not include the sampling of the monitoring wells, laboratory analysis, or the statistical analysis. Those activities are assumed to be completed by the City or others under contract with the City. HDR can provide sampling and analysis as additional services.
5. The updates to the Groundwater Sampling and Analysis Plan will need to be completed prior to the City starting the CCR rule-required 8 rounds of background sampling. The groundwater monitoring system, groundwater sampling and analysis program, background sampling, and initiation of the detection monitoring program are required to be completed with notification and posting to the CCR website by October 17, 2017 for existing CCR landfills.

6. For permit modification purposes, 8 professional hours are allocated to respond to NDEQ comments on the submittal. Additional hours to respond will be paid for by the City as additional services.
7. Submittal to NDEQ is assumed to be a minor modification and not be public noticed.

Task Schedule:

Draft GW Sampling and Analysis Plan	December 1, 2015
Review Conference Call	December 15, 2015
Final GW Sampling and Analysis Plan	December 31, 2015
Certification of selected statistical method & draft notification letter	December 31, 2015
City post to CCR website and notification	within 30 days of placing in operating record

* Schedule is coordinated with Task 300 to be in place prior to City starting the 8 rounds of background sampling.

EXHIBIT B
Schedule

All schedules and deliverable will be established and agreed upon prior to commencement of services. Engineering Services associated with this project will commence upon Notice to Proceed from the City of Grand Island. The schedule for each task is outlined within the tasks above. The CCR rule contains specific compliance deadlines for completion of assessments, documentation, plans, certifications and CCR website. HDR will meet this schedule with a timely receipt of a Notice to Proceed.

EXHIBIT C
Compensation

II. COMPENSATION

Compensation for these Services shall be on a per diem basis with an agreed maximum amount of Fifty-Nine Thousand Nine Hundred Sixty dollars (\$59,960.00) without additional City authorization. The following table contains a breakdown of the estimated fee by task for this project.

Task Description		Estimated Total Fee
Task 100	CCR Fugitive Dust Control Plan	\$7,690
Task 200	CCR Weekly Inspection Checklist, Training and Annual Inspection	\$17,200
Task 300	Groundwater Monitoring System Assessment	\$18,720
Task 400	Updated Groundwater Sampling and Analysis Plan	\$16,350
TOTALS		\$59,960

Per Diem shall mean an hourly rate equal to Direct Labor Cost times a multiplier of 3.1 to be paid as total compensation for each hour an employee works on the project, plus Reimbursable Expense.

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, computer usage, telephone, telex, shipping and express, and other incurred expense.

HDR Engineering, Inc.

Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any

OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support

of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate,

remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations.

OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$100,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER ENGINEER'S COMMERCIAL GENERAL LIABILITY INSURANCE POLICY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

RESOLUTION 2015-239

WHEREAS, on April 17, 2015 the U.S. Environmental Protection Agency (EPA) published the Final Rule for the Regulation and Management of Coal Combustion Residual (CCR) under the Resource Conservation and Recovery Act (RCRA); and

WHEREAS, the Rule becomes effective on October 19, 2015; and

WHEREAS, personnel at the Platte Generating Station reviewed the regulations and determined consulting services will be needed to meet the initial CCR Rule compliance schedule; and

WHEREAS, to ensure timeliness, high quality and consistency among other electric utilities in Nebraska it is recommended HDR Engineering of Omaha, Nebraska, be the sole source; and

WHEREAS the total amount of this project is a not to exceed fee in the amount of \$59,960.00, which is below the Engineer's Estimate.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that HDR, Inc., of Omaha, Nebraska as the sole source for providing Engineering Services for the Platte Generating Station CCR program implementation, in the amount not to exceed \$59,960.00, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 4, 2015	☐ City Attorney



City of Grand Island

Tuesday, September 8, 2015

Council Session

Item G-9

#2015-240 - Approving Designated Depositories and City Treasurer Authorizations

Staff Contact: William Clingman, Interim Finance Director

Council Agenda Memo

From: William Clingman, Interim Finance Director

Meeting: September 8, 2015

Subject: Approving Designated Depositories and City Treasurer Authorizations

Presenter(s): William Clingman, Interim Finance Director

Background

The last update of this document occurred in September of 2014. It is now necessary to update the comprehensive list of depositories to add one institution to the approved list.

Discussion

The document adds Wells Fargo Securities, LLC to the approved list. The list as included in the Resolution is comprehensive. The change is included in paragraph number 1 of the resolution; there were no changes to any of the remaining paragraphs.

This institution is being added as we are beginning to purchase a small number of brokered certificates of deposit (CD's). These sometimes provide higher returns than we are able to obtain on CD's elsewhere. These brokered CD's are only purchased in amounts of \$250,000 per institution so the entire amount is covered by FDIC deposit insurance.

Alternatives

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

1. Approve the Resolution as presented.
2. Postpone the issue to a future meeting.
3. Take no action.

Recommendation

City Administration recommends that the Council approve the changes to the depository institutions.

Sample Motion

Move to approve the designated depositories.

RESOLUTION 2015-240

WHEREAS, in Section 16-712, R.R.S. 1943, the city treasurer shall deposit, and at all times keep on deposit, for safekeeping, in banks or capital stock financial institutions of approved and responsible standing all money collected, received or held by him/her as city treasurer; and

WHEREAS, in Section 16-713, R.R.S. 1943, the city treasurer may purchase certificates of deposit from and make time deposits in banks or capital stock financial institutions selected as depositories of city funds; and

WHEREAS, in Section 16-714, R.R.S. 1943, for the security of the fund so deposited, the city treasurer shall require each depository to give bond for the safekeeping and payment of such deposits and the accretions thereof, which bond shall run to the city and be approved by the mayor.

WHEREAS, in Section 16-715, R.R.S. 1943, In lieu of the bond required by section 16-714, any bank, capital stock financial institution, or qualifying mutual financial institution making application to become a depository may give security as provided in the Public Funds Deposit Security Act to the city clerk.

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

1. Wells Fargo Bank, N.A.; Wells Fargo Securities, LLC; Great Western Bank; USbank, Union Bank and Trust Co.; Nebraska Public Agency Investment Trust (NPAIT); Smith Hayes Financial Services Corporation; ICMA Retirement Corp.; A.G. Edwards & Sons, Inc.; Ameritas Investment Corp.; Home Federal/Grand Island; The Equitable Building and Loan Association; First National Bank of Omaha; Five Points; Bank of New York Mellon; Cornerstone Bank; Exchange Bank; Bank of the West; and Heritage Bank be and hereby are, designated and approved as depositories for all money collected, received or held by the City of Grand Island, Nebraska.
2. The Finance Director or his/her designee, in his/her official capacity of the office, is directed and authorized to deposit such funds in said banks and capital stock financial institutions.
3. This authorization shall include the deposits of public funds in the hands of the Finance Director or his/her designee belonging to the City of Grand Island, Nebraska; the Tri-City Task Force; and the Grand Island Community Redevelopment Authority (CRA).
4. The Finance Director or his/her designee is hereby authorized to purchase certificates of deposit, treasury notes, treasury bills, treasury bond

Approved as to Form	☐ _____
September 4, 2015	☐ City Attorney

and or strips from the above named banks and capital stock financial institutions selected as depositories.

5. The Finance Director or his/her designee is hereby authorized by the mayor to require the depositories designated by this resolution to give security for the safekeeping and payment of City deposits and the accretion thereof, such security to be in the form and amounts as required by Nebraska statute and the Public Funds Deposit Security Act.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

- 2 -



City of Grand Island

Tuesday, September 8, 2015

Council Session

Item G-10

#2015-241 - Approving Bid Award for Ryder Park Tennis Court Improvement Project

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director
Meeting: September 8, 2015
Subject: Bid Award for Ryder Park Tennis Court Improvement Project
Presenter(s): Todd McCoy, Parks and Recreation Director

Background

On June 13, 2015 the Parks and Recreation Department advertised for bids to demo the existing three tennis courts at Ryder Park and build four new post-tension courts.

The existing tennis courts are in need of replacement. This project would allow the City of Grand Island to partner with the Grand Island Tennis Association in offering more tennis amenities to the public including a large increase in programs available to children. Additional programs to be offered by the expansion would include USTA Summer Tournaments for Juniors and Adults, Men's and Women's evening leagues, 10 and Under Programs and subsequent Tournaments, and Parks and Rec's "Tennis in Parks" program expansion.

Discussion

The Parks and Recreation Department has teamed up with the Grand Island Tennis Association in planning and support of this project. Funding for this project has been committed from the United States Tennis Association, Missouri Valley Tennis Association, the Grand Island Tennis Association, and the City of Grand Island Capital Improvement Fund.

Bids were received from three builders:

Renner Sports Surfaces, Denver, CO	\$422,093.00
Lacy Construction Company, Grand Island, NE	\$425,000.00
Nemaha Sports Construction, Lincoln, NE	\$499,900.00

Staff recommends accepting the low bid from Renner Sports Surfaces of Denver, Colorado for the Ryder tennis court project. Renner has an extensive background in building tennis court facilities.

Alternatives

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

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

Recommendation

City Administration recommends that the City Council award the bid for the demo of three existing tennis courts at Ryder Park and build four new post-tension courts to Renner Sports Surfaces of Denver, Colorado.

Sample Motion

Move to award the bid for the construction of new tennis courts at Ryder Park to Renner Sports Surfaces for a total of \$422,093.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: July 14, 2015 at 2:00 p.m.
FOR: Ryder Park Tennis Court Improvement Project
DEPARTMENT: Parks & Recreation
ESTIMATE: \$500,000.00
FUND/ACCOUNT: 40040650-90182 and Private Sources
PUBLICATION DATE: June 13, 2015
NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder:	<u>Nemaha Sports Construction</u> Lincoln, NE	<u>Renner Sports Surfaces</u> Denver, CO
Bid Security:	Liberty Mutual Ins. Co.	Federal Insurance Co.
Exceptions:	None	None
Bid Price:	499,900.00	\$422,093.00

Bidder:	<u>Lacy Construction Company</u> Grand Island, NE
Bid Security:	Merchants Bonding Co.
Exceptions:	None
Bid Price:	\$425,000.00

cc: Todd McCoy, Parks & Recreation Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Patti Buettner, Parks & Rec. Admin. Assist.
William Clingman, Interim Finance Director

P1821

RESOLUTION 2015-241

WHEREAS, the City of Grand Island invited sealed bids for the Ryder Park Tennis Court Improvement Project, according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on July 14, 2015, three (3) bids were received, opened and reviewed; and

WHEREAS, Renner Sports Surfaces from Denver, Colorado submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$422,093.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Renner Sports Surfaces from Denver, Colorado in the amount of \$422,093.00 for Ryder Park Tennis Court Improvement Project is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
September 4, 2015	☒ City Attorney



City of Grand Island

Tuesday, September 8, 2015

Council Session

Item G-11

#2015-242 - Approving Bid Award for Phase Two of Sterling Estates Park Trail

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: September 8, 2015

Subject: Bid Award for Sterling Park Site Development - 2015 Phase Two of Concrete Trail Construction for Sterling Estates Park

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

In 2008 the City of Grand Island purchased a 6.8 acre parcel of land located within the Sterling Estates development site in the northwestern area of Grand Island for designation for a future park.

The park is estimated to be completed in four phases of development over the course of four years. On July 28, 2015 by Resolution 2015-196 the City Council approved the first phase of sidewalk and trail construction. This phase of the development is to construct a concrete trail on the east portion of the park.

Discussion

On August 20, 2015 the bid was advertised for the Sterling Park Site Development – 2015 Phase Two of Concrete Construction. Two firms responded to the bid.

Diamond Engineering Co., Grand Island, Nebraska	\$48,107.00
Stephens & Smith Construction Co., Inc. of Lincoln, Nebraska	\$69,131.00

Staff recommends awarding the bid to Diamond Engineering Co. for phase two of the concrete trail construction at Sterling Estates Park. The project will be funded by the Sterling Estates Park Development Capital Account 40044450-90029.

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 award the bid to Diamond Engineering Co. from Grand Island, Nebraska for Sterling Park Site Development – 2015 Phase Two of Concrete Trail Construction for the Sterling Estates Park development site.

Sample Motion

Move to approve the bid from Diamond Engineering Co. for Sterling Park Site Development – 2015 Phase Two of Concrete Trail Construction at Sterling Estates Park for a total of \$48,107.00.



Stacy Nonhof, Purchasing Agent

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Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 1, 2015 at 2:00 p.m.
FOR: Sterling Park Site Development – 2015
Phase Two of Concrete Trail Construction
DEPARTMENT: Parks & Recreation
ESTIMATE: \$46,000.00
FUND/ACCOUNT: 40044450-90029
PUBLICATION DATE: August 20, 2015
NO. POTENTIAL BIDDERS: 5

SUMMARY

Bidder:	<u>The Diamond Engineering Co.</u>		<u>Stephens & Smith Construction Co., Inc.</u>	
	Grand Island, NE		Lincoln, NE	
Exceptions:	None		None	
Bid Price:	<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>
Concrete Trail:	\$46,607.00	\$46,607.00	\$67,303.00	\$67,303.00
Install Bench Pad:	\$ 750.00	\$ 1,500.00	\$ 914.00	\$ 1,828.00
Total Bid	\$48,107.00		\$69,131.00	

cc: Todd McCoy, Parks & Rec. Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Patti Buettner, Parks & Rec. Admin. Assist.
William Clingman, Interim Finance Director

P1834

RESOLUTION 2015-242

WHEREAS, the City of Grand Island invited sealed bids for the Sterling Park Site Development – 2015 – Phase Two of Concrete Trail Construction, according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on September 1, 2015, two (2) bids were received, opened and reviewed; and

WHEREAS, Diamond Engineering Co., from Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$48,107.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Diamond Engineering Co. from Grand Island, Nebraska in the amount of \$48,107.00 for the Sterling Park Site Development – 2015 – Phase Two of Concrete Trail Construction is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
September 4, 2015	☒ City Attorney



City of Grand Island

Tuesday, September 8, 2015

Council Session

Item G-12

#2015-243 - Approving Change Order No. 1 Installation of Irrigation System at Sterling Park

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: September 8, 2015

Subject: Approve Change Order No. 1 to Tilley Sprinklers and Landscaping of Grand Island, Nebraska to Trench in a 2” Schedule 40 Conduit for Sterling Estates Park

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

On July 28, 2015 City Council approved, by Resolution 2015-197, the bid award to Tilley Sprinklers and Landscaping to furnish and install an irrigation system for Sterling Estates Park in the amount of \$33,337.00.

Discussion

Because the irrigation contractor was on site trenching irrigation lines, it was determined to be an advantage to have the contractor trench an additional 2” conduit to supply a future light pole in the middle of the park. The added cost to supply and install the conduit is \$1,982.00.

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 City Council approve Change Order No. 1 to trench in a 2” schedule 40 conduit at Sterling Estates Park in the amount of \$1,982.00. Doing so will increase the total amount of the contract with Tilley Sprinklers and Landscaping to \$35,319.00.

Sample Motion

Move to approve Change Order No. 1 to Tilley Sprinklers and Landscaping of Grand Island, Nebraska to trench in a 2” schedule 40 conduit at Sterling Estates Park.



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CHANGE ORDER #1

TO: Tilley Sprinkler Systems Inc.
3809 Westgate Rd
Grand Island, NE 68803

PROJECT: Furnishing and Installation of Irrigation System for Sterling Estates Park

You are hereby directed to make the following change in your contract.

- 1. Trench in 2" schedule 40 conduit for light pole increase \$1,982.00

Table with 2 columns: Description and Amount. Rows include: The original Contract Sum (\$ 33,337.00), Previous Change Order Amount (\$ 0.00), The Contract Sum is increased by this Change Order (\$ 1,982.00), and The total modified Contract Sum to date (\$ 35,319.00).

The Contract Time is unchanged.

Approval and acceptance of this Change Order acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described herein. Additional claims will not be considered.

APPROVED: CITY OF GRAND ISLAND

By _____ Date _____
Mayor

Attest _____

Approved as to Form, City Attorney

ACCEPTED: Tilley Sprinkler Systems Inc.

By _____ Date _____

City Hall • 100 East First Street • Box 1968 • Grand Island, Nebraska 68802-1968
(308) 385-5444 ext. 290 • Fax: 385-5488

RESOLUTION 2015-243

WHEREAS, on July 28, 2015 by Resolution 2015-197, the City Council of the City of Grand Island awarded Tilley Sprinklers & Landscaping of Grand Island, Nebraska, the bid in the amount of \$33,337.00, for the Furnishing and Installation of Irrigation System at Sterling Estates Park; and

WHEREAS, it has been determined that additions and modifications to the irrigation system to be performed by Tilley Sprinklers & Landscaping are necessary; and

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, the result of such modifications will increase the contract amount by \$1,982.00 for a revised contract price of \$35,319.00.

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 between the City of Grand Island and Tilley Sprinklers & Landscaping of Grand Island, Nebraska to provide the modifications set out as follows:

Trench in 2" schedule 40 conduit for light pole\$1,982.00

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
September 4, 2015 ✕ City Attorney



City of Grand Island

Tuesday, September 8, 2015

Council Session

Item G-13

#2015-244 - Approving Change Order No. 1 Heartland Public Shooting Park Entry Road Project

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: September 8, 2015

Subject: Approve Change Order No. 1 to J.I.L. Asphalt Paving Co. of Grand Island, Nebraska for the Heartland Public Shooting Park Entry Road Rehabilitation/Replacement Project

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

On March 24, 2015 City Council approved, by Resolution 2015-81, the bid award to J.I.L. Asphalt Paving Co. to rehab the entry road at Heartland Public Shooting Park in the amount of \$205,144.70.

Discussion

Once work began the following changes were made resulting in an overall change in the contract of \$-9,370.00.

Decrease amount of asphaltic concrete	decrease	\$ -5,500.18
Increase asphaltic concrete for patching	increase	\$ 8,702.16
Decrease performance grade binder	decrease	\$-10,624.00
Decrease amount of tack coat	decrease	\$ -721.00
Increase earth shoulder construction	increase	\$ 780.00
Decrease water	decrease	\$ -480.00
Increase removed asphalt surface	increase	\$ 153.03
Decrease asphaltic concrete alternate bid	decrease	\$ -505.16
Increase of asphalt for intersections alternate bid	increase	\$ 192.13
Decrease performance graded binder alternate bid	decrease	\$ -1,308.08

Decrease tack coat alternate bid

decrease \$ -59.00

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 City Council approve Change Order No. 1 for the Heartland Public Shooting Park Entry Road Rehabilitation/Replacement Project in the amount of \$-9,370.11. Doing so will decrease the total amount of the contract with J.I.L. Asphalt Paving Co. to \$195,774.59.

Sample Motion

Move to approve Change Order No. 1 to J.I.L. Asphalt Paving Co. of Grand Island, Nebraska for the rehab of the entry road at Heartland Public Shooting Park.



Working Together for a Better Tomorrow, Today.

CHANGE ORDER #1

TO: J.I.L. Asphalt Paving Co.
PO Box 2135
Grand Island, NE 68802

PROJECT: Heartland Public Shooting Park Entry Road Rehabilitation and Replacement

You are hereby directed to make the following change in your contract.

Table with 3 columns: Item description, Change type, and Amount. Includes items like 'Decrease amount of asphaltic concrete' and 'Increase asphaltic concrete for patching'.

Summary table showing contract sums: The original Contract Sum (\$205,144.70), Previous Change Order Amount (\$ 0.00), The Contract Sum is decreased by this Change Order (\$ 9,370.11), and The total modified Contract Sum to date (\$ 195,774.59).

The Contract Time is unchanged.

Approval and acceptance of this Change Order acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described herein. Additional claims will not be considered.

City Hall • 100 East First Street • Box 1968 • Grand Island, Nebraska 68802-1968
(308) 385-5444 ext. 290 • Fax: 385-5488

APPROVED: **CITY OF GRAND ISLAND**

By _____ Date _____
Mayor

Attest _____

Approved as to Form, City Attorney

ACCEPTED: **J.I.L. Asphalt Paving Co.**

By _____ Date _____

*City Hall • 100 East First Street • Box 1968 • Grand Island, Nebraska 68802-1968
(308) 385-5444 ext. 290 • Fax: 385-5488*

RESOLUTION 2015-244

WHEREAS, on March 24, 2015 by Resolution 2015-81, the City Council of the City of Grand Island awarded J.I.L. Asphalt Paving Co. of Grand Island, Nebraska, the bid in the amount of \$205,144.70, for the Heartland Public Shooting Park Entry Road Rehabilitation/Replacement; and

WHEREAS, it has been determined that additions and modifications to the entry road rehabilitation/replacement to be performed by J.I.L. Asphalt Paving Co. are necessary; and

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, the result of such modifications will decrease the contract amount by \$-9,370.11 for a revised contract price of \$195,774.59.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and J.I.L. Asphalt Paving Co. of Grand Island, Nebraska to provide the modifications set out as follows:

- | | | |
|-----|---|-----------------------|
| 1. | Decrease amount of asphaltic concrete | decrease \$ -5,500.18 |
| 2. | Increase asphaltic concrete for patching | increase \$ 8,702.16 |
| 3. | Decrease performance grade binder | decrease \$-10,624.00 |
| 4. | Decrease amount of tack coat | decrease \$ -721.00 |
| 5. | Increase earth shoulder construction | increase \$ 780.00 |
| 6. | Decrease water | decrease \$ -480.00 |
| 7. | Increase removed asphalt surface | increase \$ 153.03 |
| 8. | Decrease asphaltic concrete alternate bid | decrease \$ -505.16 |
| 9. | Increase placement of asphalt for intersections alternate bid | increase \$ 192.13 |
| 10. | Decrease performance graded binder alternate bid | decrease \$ -1,308.08 |
| 11. | Decrease tack coat alternate bid | decrease \$ -59.00 |

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 2, 2015	☐ City Attorney



City of Grand Island

Tuesday, September 8, 2015

Council Session

Item G-14

#2015-245 - Approving Stryker Cot Maintenance Contract for the Fire Department

Staff Contact: Russ Blackburn

Council Agenda Memo

From: Russ Blackburn, EMS Division Chief
Meeting: September 8, 2015
Subject: Stryker Cot Maintenance Contract
Presenter(s): Russ Blackburn, EMS Division Chief

Background

For the past eight years the City has entered into an agreement with Stryker for service and maintenance of the Grand Island Fire Department patient cots. The contract covers cots not still under warranty.

Discussion

Having the cots inspected annually and repaired when needed reduces the City of Grand Island's liability for the performance of these cots. Repairs are done at no additional cost, saving the City money over the duration of the contract. The cost of the maintenance service is \$6545.00 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 maintenance contract with Stryker Corporation.

Sample Motion

Move to approve the maintenance contract with Styker Corporation.

RESOLUTION 2015-245

WHEREAS, the City of Grand Island Fire Department has seven Stryker power cots to transport our patients; and

WHEREAS, the cots have to be inspected yearly for proper performance as protection from liability; and

WHEREAS, the one year maintenance contract with Stryker specifies yearly inspections and no additional cost maintenance for the term of the contract.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the one year maintenance agreement with Stryker.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 4, 2015	☐ City Attorney



City of Grand Island

Tuesday, September 8, 2015

Council Session

Item G-15

#2015-246 - Approving Acquisition of Utility Easement at the Northwest Corner of Stolley Park Road and Adams Street (Grand Island Public Schools)

This item relates of the aforementioned Public Hearing item E-5.

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

RESOLUTION 2015-246

WHEREAS, a public utility easement is required by the City of Grand Island, from Grand Island Public Schools, in Lot One (1), Grand Island Public Schools Subdivision, City of Grand Island, Hall County, Nebraska and more particularly described as follows:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW ¼, SE ¼) OF SECTION TWENTY-ONE (21), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M.; THENCE ON AN ASSUMED BEARING OF S00°57'51"E, ALONG THE WEST LINE OF SAID SW ¼, SE ¼, A DISTANCE OF 100.29 FEET TO THE POINT OF BEGINNING; THENCE N90°00'00"E A DISTANCE OF 117.58 FEET; THENCE S00°00'00"E A DISTANCE OF 150.52 FEET; THENCE N89°59'48"E A DISTANCE OF 508.43 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF ADAMS STREET; THENCE S01°06'44"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET; THENCE S89°59'48"W A DISTANCE OF 508.82 FEET; THENCE S00°00'00"E A DISTANCE OF 565.33 FEET; THENCE N89°59'28"E A DISTANCE OF 69.85 FEET; THENCE N00°00'00"E A DISTANCE OF 27.99 FEET; THENCE N90°00'00"E A DISTANCE OF 20.00 FEET; THENCE S00°00'00"E A DISTANCE OF 48.00 FEET; THENCE N90°00'00"W A DISTANCE OF 89.85 FEET; THENCE S00°00'00"E A DISTANCE OF 179.64 FEET; THENCE S45°00'00"E A DISTANCE OF 135.97 FEET; THENCE N90°00'00"E A DISTANCE OF 128.27 FEET; THENCE N45°00'00"E A DISTANCE OF 223.41 FEET; THENCE N00°00'00"E A DISTANCE OF 435.74 FEET; THENCE N90°00'00"E A DISTANCE OF 131.62 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF ADAMS STREET; THENCE S01°06'44"E ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET; THENCE N90°00'00"W A DISTANCE OF 112.01 FEET; THENCE S00°00'00"E A DISTANCE OF 424.02 FEET; THENCE S45°00'00"W A DISTANCE OF 239.97 FEET; THENCE N90°00'00"W A DISTANCE OF 144.84 FEET; THENCE N45°00'00"W A DISTANCE OF 58.38 FEET; THENCE S26°57'14"E A DISTANCE OF 187.02 FEET TO A POINT ON THE SOUTH LINE OF LOT 1, GRAND ISLAND PUBLIC SCHOOLS SUBDIVISION, SAID LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF STOLLEY PARK ROAD; THENCE S89°27'39"W, ALONG SAID SOUTH LINE AND SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 22.33 FEET; THENCE N26°57'14"W A DISTANCE OF 238.47 FEET; THENCE N45°00'00"W A DISTANCE OF 29.60 FEET ;THENCE N00°00'00"E A DISTANCE OF 923.78 FEET; THENCE N90°00'00"W A DISTANCE OF 97.18 FEET TO A POINT ON SAID WEST LINE OF SW ¼, SE ¼; THENCE N01°08'47"W ALONG SAID WEST LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILTIY EASEMENT CONTAINS A CALCULATED AREA OF 58,809 SQURE FEET OR 1.35 ACRES MORE OR LESS.

WHEREAS, an Agreement for the public utility easement has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement for the public utility easement on the above described tract of land.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
September 4, 2015 ✕ City Attorney



City of Grand Island

Tuesday, September 8, 2015

Council Session

Item G-16

#2015-247 - Approving Bid Increase for the Law Enforcement Center & Downtown Parking Lot Snow Removal Operations for the 2015/2016 & 2016/2017 Winter Season

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

Council Agenda Memo

From: John Collins PE, Public Works Director
Steve Lamken, Police Chief

Meeting: September 8, 2015

Subject: Approving Bid Increase for the Law Enforcement Center
& Downtown Parking Lot Snow Removal Operations for
the 2015/2016 & 2016/2017 Winter Season

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

Background

On October 23, 2012, via Resolution No. 2012-309, City Council approved the bid of Premier Snow Removal, LLC for snow removal operations at the Law Enforcement Center and in the downtown parking lots. From this action a five (5) year contract, with a yearly renewal option was entered into.

Discussion

In February 2015 Premier Snow Removal, LLC contacted the City regarding an increase to their \$35.00 per load rate for hauling snow. At that time they were informed the change would be brought to City Council prior to the 2015/2016 winter season, as they were nearing the completion of the 2014/2015 winter season.

The request is to increase the \$35.00 per load rate for hauling snow to \$50.00 per load. The snow dump site was relocated in October 2014 from the previous location just east of the Law Enforcement Center to an area between Bismark Road and the Burlington Northern Santa Fe Railroad Tracks, approximately ½ mile east of the Stuhr Road/Bismark Road intersection. With this relocation extra time has been added to the hauling operations of snow from the downtown area, thus the contractor has requested such increase. All other prices of this contract will remain the same.

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 requested \$50.00 per load rate for hauling snow from both the Law Enforcement Center & Downtown Parking Lots for Premier Snow Removal, LLC of Grand Island, Nebraska.

Sample Motion

Move to approve the resolution.

City of Grand Island
100 East 1st Street
Grand Island, Nebraska 68801

CHANGE ORDER NUMBER 1

Date of Issuance: September 8, 2015

PROJECT: Law Enforcement Center & Downtown Parking Lot Snow Removal Operations

CONTRACTOR: Premier Snow Removal, LLC

CONTRACT DATE: October 23, 2012

The purpose of this change order is to increase the per load rate of trucks hauling snow as follows:

Trucks for Hauling Snow (10 cubic yard – minimum) \$50.00 per load

Approval Recommended:

By _____
John Collins PE, Public Works Director

Date _____

The Above Change Order Accepted:

Premier Snow Removal, LLC
Contractor

By _____

Date _____

Approved for the City of Grand Island:

By _____
Jeremy L. Jensen, Mayor

Attest: _____
RaNae Edwards, City Clerk

Date _____

RESOLUTION 2015-247

WHEREAS, on October 23, 2012, by Resolution 2012-309, the City of Grand Island awarded Premier Snow Removal, LLC of Grand Island, Nebraska the bid for snow removal operations at the Law Enforcement Center & Downtown Parking Lots; and

WHEREAS, it has been determined that modifications need to be made to adjust for the added time in hauling snow to the new dump site, which is approximately ½ mile east of the Stuhr Road/Bismark Road intersection; and

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, the result of such modifications will increase the per load rate of \$35.00 for trucks hauling snow to \$50.00.

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 between the City of Grand Island and Premier Snow Removal, LLC of Grand Island, Nebraska to provide the modifications.

Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 4, 2015	☐ City Attorney



City of Grand Island

Tuesday, September 8, 2015

Council Session

Item I-1

**#2015-248 - Consideration of Approving Amendment to the
Redevelopment Plan for CRA Area 2 located at 1607 South Locust
Street (Bosselman Real Estate, LLC)**

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

Staff Contact: Chad Nabity

RESOLUTION 2015-248

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. 2 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: property acquisition, site preparation, renovation, planning activities utilities extensions, landscaping, and fees associated with the redevelopment project. 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 4, 2015	☐ City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 2 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 with respect to the Redevelopment Contract.
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 the redevelopment contract to be approved by the Grand Island Community Redevelopment Authority as follows:
 - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
 - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.

- c. The Mayor and City Clerk are authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.

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

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Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 8, 2015

Council Session

Item I-2

#2015-249 - Consideration of Approving General Property, Downtown Improvement Parking District #2 (Ramp) and Community Redevelopment Authority (CRA) Tax Request for FY 2016

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

Staff Contact: William Clingman, Interim Finance Director

RESOLUTION 2015-249

WHEREAS, Nebraska Revised Statute Section 77-1601.02 provides that the property tax request for the prior year shall be the property tax request for the current year for purposes of the levy set by the County Board of Equalization unless the Governing Body of the City passes by a majority vote a resolution or ordinance setting the tax request at a different amount; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request; and

WHEREAS, it is in the best interests of the City that the property tax request for the current year be a different amount than the property tax request for the prior year; and

WHEREAS, the final levy of the Municipality for the fiscal year 2015-2016 for all general municipal purposes is set at .3241 per one hundred dollars of actual valuation; and

WHEREAS, the final levy of the Municipality for the fiscal year 2015-2016 for Downtown Improvement Parking District No. 2 is set at .017359 per one hundred dollars of actual valuation; and

WHEREAS, the final levy of the Municipality for the fiscal year 2015-2016 for the Community Redevelopment Authority is set at .026 per one hundred dollars of actual valuation.

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

1. The amount to be raised by taxation for all general municipal purposes for the fiscal year commencing on October 1, 2015 in the amount of \$9,177,422.25 shall be levied upon all the taxable property in the City of Grand Island and based on a current assessed valuation of \$2,831,663,760; and
2. The amount to be raised by taxation for Downtown Improvement Parking District No. 2 for the fiscal year commencing October 1, 2015 in the amount of \$8,000 shall be levied upon all the taxable property within the Downtown Improvement Parking District No. 2 and based on a current assessed valuation of \$46,086,813; and
3. The amount to be raised by taxation for the Community Redevelopment Authority for the fiscal year commencing October 1, 2015 in the amount of \$736,232.58 shall be levied upon the taxable property in the City of Grand Island and based on a current assessed valuation of \$2,831,663,760.

Approved as to Form	☐ _____
September 4, 2015	☐ City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska on September 8, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 8, 2015

Council Session

Item I-3

#2015-250 - Consideration of Approving 1% Increase to the Restricted Revenues Lid Limit

Staff Contact: William Clingman, Interim Finance Director

Council Agenda Memo

From: William Clingman, Interim Finance Director

Meeting: September 8, 2015

Subject: Consideration of Approving 1% Increase to the Restricted Revenues Lid Limit

Presenter(s): William Clingman, Interim Finance Director

Background

In 1998, the Nebraska State Legislature passed LB989, which put a lid on the amount of restricted revenues a political subdivision can budget. The restricted revenues for the City of Grand Island included in the budget are Property Taxes, Local Option Sales Tax, Motor Vehicle Tax, Highway Allocation and Municipal Equalization Funds.

Discussion

Each year in the budget document sent to the State of Nebraska on or before September 20, political subdivisions are allowed by State Statute to raise the total restricted revenue funds authority amount from the prior year by 2.5%. This total may also be increased by an additional 1% with a 75% vote of the Political Subdivision governing board (City Council) approval.

The restricted revenue authority base amount of the prior year is used in the calculation of the maximum amount of restricted revenues the City can budget to receive in each proposed budget year. The restricted revenues in the proposed budget year less allowable exceptions cannot be higher than the prior year's restricted revenue base. Therefore each budget year, we want to increase the prior year's restricted revenue base with the additional 1% allowance in order to be able to budget all restricted revenues available for the proposed budget year.

For example, if local option sales taxes, motor vehicle taxes, highway allocation state gasoline taxes, municipal equalization funds, and property tax valuations increase each year at a rate greater than the 2.5% allowed by State Statute for restricted revenues to increase, the City may be placed in a position of not being able to budget all of the property tax revenues available for the new budget year in order to stay under the restricted revenue lid limit.

With limited funding sources for the general fund, and the increasing needs of our growing community, City Council should be the deciding authority as to the level of property tax funding needed; not the limit of the prior year restricted revenues total.

One long term factor to keep in mind is that should the City of Grand Island raise the local option sales tax sometime in the future, those funds are considered restricted. While many of the uses of these funds would also provide a LID exception (funds would not contribute towards the overall limit), not all uses of the funds would provide a LID exception. If the additional sales tax is approved this could force revenue reductions in the future. Even if it causes City services to suffer as a result.

The additional 1% increase for the FY2015-2016 State of Nebraska budget report will increase the prior year restricted revenues base by \$283,609.79. This increase in restricted funds authority is not an increase in budgeted revenues or authorized expenditures. Approving the additional 1% each year only provides the political subdivision the ability to increase the prior year's restricted revenues total in order to budget all restricted revenue funding sources each budget year.

Alternatives

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

1. Approve the additional 1% increase to the Restricted Revenue Lid Limit.
2. Disapprove or deny the additional 1% increase.

Recommendation

City Administration recommends that the Council approve the additional 1% increase to the Restricted Revenue Lid Limit.

Sample Motion

Move to approve the additional 1% increase to the Restricted Lid Limit for the 2015-2016 Budget.

RESOLUTION 2015-250

WHEREAS, pursuant to Neb. Rev. Stat. §13-519, the City of Grand Island is limited to increasing its total of budgeted restricted revenues to no more than the prior year's total of budgeted restricted funds plus two and one-half percent (2 1/2%) expressed in dollars; and

WHEREAS, §13-519 authorizes the City of Grand Island to exceed the foregoing budget limit by an additional one percent (1%) increase in budgeted restricted revenues upon the affirmative vote of at least 75% of the governing body; and

WHEREAS, the Annual Budget document for Fiscal Year 2015-2016 and Program for Municipal Services in the Lid Computation for Fiscal Year 2015-2016 supported by the detail relating to restricted revenue accounts, proposes an additional increase in the prior year's budgeted restricted funds of an additional one percent (1%) as provided by the statute; and

WHEREAS, approval of the additional one percent (1%) increase in budgeted restricted revenues provides maximum funding sources, does not increase authorized expenditures and is in the best interests of the City of Grand Island and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that by affirmative vote by more than 75% of the City Council, budgeted restricted revenue funds for Fiscal Year 2015-2016 shall be increased by an additional one percent (1%) as provided by Neb. Rev. Stat. §13-519.

Adopted by the City Council of the City of Grand Island, Nebraska on September 8, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
September 4, 2015	☒ City Attorney



City of Grand Island

Tuesday, September 8, 2015

Council Session

Item J-1

Approving Payment of Claims for the Period of August 26, 2015 through September 8, 2015

The Claims for the period of August 26, 2015 through September 8, 2015 for a total amount of \$4,836,821.47. A MOTION is in order.

Staff Contact: William Clingman