
City of Grand Island



Tuesday, September 14, 2021 Council Session Agenda

City Council:

Jason Conley
Michelle Fitzke
Bethany Guzinski
Chuck Haase
Maggie Mendoza
Vaughn Minton
Mitchell Nickerson
Mike Paulick
Justin Scott
Mark Stelk

Mayor:

Roger G. Steele

City Administrator:

Jerry Janulewicz

City Clerk:

RaNae Edwards

7:00 PM

Council Chambers - City Hall
100 East 1st Street, Grand Island, NE 68801

Call to Order

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

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

Invocation - Pastor Luke Biggs, Peace Lutheran Church, 1710 N. North Road

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 14, 2021

Council Session

Item C-1

Presentation of the Food & Beverage Occupation Tax Oversight Committee 2021 Annual Report

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Administrator

Meeting: September 14, 2021

Subject: Annual Report by the Food & Beverage Occupation Tax Oversight Committee

Presenter(s): Ron Depue, Chairman

Background

The voters of the City of Grand Island approved an occupation tax on food and beverages of one and one half percent (1½%) at the May 10, 2016 election. Subsequent to the election, the city has adopted an ordinance that establishes the Food and Beverage Occupation Tax Oversight Committee to be responsible for reviewing the revenues and expenditures of the city's occupation tax imposed upon persons and entities engaging in the business of providing food services, drinking places, or restaurants. The Committee shall advise the public and city officials with regard to the city's Food and Beverage Tax, and shall confirm that the Food and Beverage Tax revenues are accounted for in the designated special revenue funds and are being expended on eligible projects as provided by city ordinances. The Occupation Tax Oversight Committee is required by the Grand Island City Code to make an annual report to the City Council.

Discussion

The Occupation Tax Oversight Committee has been conducting quarterly meetings during the last nine months as required by the City Code. The committee met on September 9, 2021, reviewed and approved the annual report and voted to forward it on to the City Council for its review. No action is required by the City Council.

**REPORT OF THE OCCUPATION TAX OVERSIGHT COMMITTEE
TO THE GRAND ISLAND CITY COUNCIL
DATED: September 9, 2021.**

1. **BACKGROUND:** The original Food and Beverage Occupation Tax was approved by ordinance of the Grand Island City Council in September 2008, effective December 1, 2008. The ordinance imposed a 1.5% Occupation Tax on the sale of prepared food and non-alcoholic beverages that were subject to Nebraska Sales Tax. Tax funds were initially used to support the construction of the Community Field House located at Fonner Park as part of the City's required financial contribution related to the relocation of the Nebraska State Fair. Tax revenues were subsequently approved for disbursement for other State Fair related expenses, including relocating softball and soccer fields from Fonner Park to the Veterans Athletic Field Complex and fulfilling the City's requirement to match State Lottery funding for the State Fair. The initial ordinance contained a sunset provision providing for the termination of the tax upon the City meeting all of its financing and debt obligations with Wells Fargo related to the construction of the Community Field House.

In anticipation of the sunset of the original tax, in May 2016, Grand Island voters approved the continuation of the City's 1.5% Occupation Tax on the sale of food and beverages (including alcoholic beverages) which are subject to Nebraska Sales Tax. In May 2016, the Council enacted an ordinance which repealed the original tax and enabled enforcement of the voter approved Occupation Tax (the "New Ordinance"). The New Ordinance states that revenue derived from the voter approved Food and Beverage Tax shall be used for the following community enhancements:

- (i) To make the City's quarterly payments to the Nebraska State Fair Support and Improvement Fund as required by Neb. Rev. Stat. §§2-108-110;
- (ii) Promote entertainment, agricultural and livestock shows, trade shows and similar events that will attract visitors to Grand Island;
- (iii) Ongoing enhancement and development of recreation and athletic facilities such as hike, bike and recreational trails, ball fields and other community activity needs; and
- (iv) Invest in community development projects and activities that stimulate progress and growth for Grand Island.

The New Ordinance also created the Occupation Tax Oversight Committee (the "Committee") composed of five members. Current Committee members are: Karl Kostbahn, Brad Bauer, Tanya Hansen, Gary Phillips and Ron Depue. Ron Depue was re-elected to a 2-year term as Committee Chair on September 10, 2020. The Committee's charge is: (i) to advise the public and City officials with regard to the City's Food and Beverage Tax, and (ii) confirm that the tax revenues are accounted for in the designated special revenue funds and are being

expended on eligible projects as provided by City ordinances. The Committee is required to meet at least semi-annually in March and September of each year and submit a written report to the Council on its findings and suggestions each September. At its initial meeting, the Committee decided to meet on a quarterly basis and has done so without fail.

In November, 2016 the City approved Ordinance #9610 authorizing a loan not to exceed \$5,000,000.00 to provide financing for a portion of the costs of certain improvements to the City parks and trails system to be paid from revenue sources, including but not limited to, the City's Food and Beverage Tax ("Loan Funds").

In October 2016, the City and Grow Grand Island, Inc. a Nebraska nonprofit corporation ("GGI") entered into the *Agreement For Community Enhancement Programs* (the "Agreement") for an initial term of 2 years which automatically renewed for an additional 2 years in 2018 and expired on September 30, 2020. The Agreement provided that the City would provide GGI with a minimum of \$500,000.00 of food and beverage tax funds on November 1st of each year through November 1, 2019.

On September 8, 2020, the City approved the *Amended and Restated Agreement For Community Enhancement Programs* (the "Amended Agreement"). The Amended Agreement replaces the Agreement, has an initial 2-year term and automatically renews for a second 2-year term unless terminated as provided therein. Under the Amended Agreement City funds are required to be maintained in a segregated account and in order to foster collaboration, the Mayor may appoint up to 3 representatives as liaisons to attend GGI Executive Committee Meetings. Due to significant carryover of City funds paid to GGI in prior years, the 2019 distribution was not paid to GGI. The Amended Agreement ratified the \$500,000 distributions paid in 2016, 2017 and 2018, eliminated the 2019 distribution, and provided for \$150,000 to be distributed to GGI on September 1, 2020. Annual distributions to GGI will be available thereafter at \$500,000 per year, subject to: (i) availability of food and beverage tax funds, (ii) appropriation and budgeting of funds, and (iii) a schedule of payments approved by the City. Unused City Funds allocated to a project shall be returned to the City if not expended within 90 days of project completion or schedule extensions. Prior to receiving and expending City Funds a summary of the project including details, scheduling and supporting documentation shall be submitted to the City Administrator or designee for consideration and approval. Funds for approved projects will be made available on a schedule approved by the City. GGI must provide an annual audit to the City.

Food and Beverage tax funds paid to GGI are subject to the following restrictions:

Limitation on Use. City funds provided or made available to GGI shall be utilized and expended by GGI solely for such project, programs and purposes that serve and carry out a public purpose as expressly authorized, necessarily or fairly implied in or incidental to those expressly authorized and those essential to the declared objects and purposes of a city of the first class as expressed by Nebraska statutes as from time to time amended. Such projects, programs, and purposes shall encompass and be directed toward encouraging immigration, new industries, and investment

and to conduct and carry on a publicity campaign, including a publicity campaign conducted for the purpose of exploiting and advertising the various agricultural, horticultural, manufacturing, commercial, and other resources, including utility services, of the city; to promote entertainment, agricultural and livestock shows, trade shows and similar events that will attract visitors to Grand Island; and investment in community development projects and activities that stimulate progress and growth for Grand Island. No more than 10% of the City Funds shall be used for employee and operation expenses of GGI. GGI may enter into grant agreements with third party entities to conduct or carry out community enhancement projects as provided herein.

2. REVIEW AND ANALYSIS: Pursuant to its directive, the Committee held quarterly meetings over the past year, reviewed the receipt and distribution of tax funds by the City and GGI, met with City and GGI representatives and reports as follows:

A. Initial Food and Beverage Tax Carryover Funds.

Upon termination of the initial Food and Beverage Tax on June 30, 2016, there were surplus funds in the amount of \$1,244,202.19 ("Restricted Funds"). By City Council resolution adopted in June 2016, the Restricted Funds were earmarked to be used for the following purposes:

- (1) To pay expenses to be incurred for removal and replacement of artificial field turf at the Grand Island Field House;
- (2) To pay expenses to be incurred for design and construction of restrooms as the City's Veterans Sports Complex; and
- (3) The remainder to pay future quarterly payments to the Nebraska State Fair Support and Improvement Fund as required by Neb. Rev. Stat. §2-108-110.

The distribution of the Restricted Funds is set forth in the reports of the City Finance Department concerning receipt and distribution of the Food and Beverage Tax Funds from July 1, 2016 - September 30, 2017, October 1, 2017 - September 30, 2018, October 1, 2018 - September 30, 2019, October 1, 2019 - September 30, 2020, October 1, 2020 - August 31, 2021 and Summary of All Years which includes receipt of the Loan Funds (labeled as "Other Bond Proceeds") all collectively attached hereto as Exhibit "A". All Restricted Funds have been expended appropriately with no remaining Restricted Funds on hand.

B. Receipt and Expenditure of Food and Beverage Tax Funds under the New Ordinance.

The report of the City Finance Department concerning the receipt and expenditure of Food and Beverage Tax Funds under the New Ordinance from July 1, 2016 through August 31, 2021 ("Unrestricted Funds") is also set forth on Exhibit "A". The balance of Unrestricted Funds as of August 31, 2021 is \$4,499,237.24. Attached Exhibit "B" is a monthly summary of the Food and Beverage Tax Funds received from October 1, 2016 thru August 31, 2021.

C. Grow Grand Island's Receipt and Expenditure of Tax Funds.

GGI's audit for year ending December 31, 2020 is attached as Exhibit "C". A summary of funds received and distributed and project dashboard are attached as Exhibit "D". Tax Funds distributed by the City to GGI are currently deposited into GGI's FDIC insured account at Home Federal Bank of Grand Island. Account funds in excess of \$250,000.00 FDIC limits are collateralized by pledged securities as required by the Agreement. GGI provides monthly written confirmation from Home Federal confirming that all funds are insured or collateralized.

D. COMMENTS:

- (1) GGI's accounts have been fully insured or collateralized by pledged securities as required by the Agreement continuously for the past year.
- (2) The Agreement states, "*No more than 10% of the City Funds will be allowed to be used for employee and operation expenses.*" Administrative expenses are in compliance with the 10% lid.
- (3) The City has appropriately pursued enforcement and collection of the tax.

3. COMMITTEE FINDINGS:

Based upon the Committee's review of all applicable records and reports and discussions with City legal and financial staff and GGI management, it is the opinion of the Committee that the receipt and expenditure of Food and Beverage Tax Funds through August 31, 2021 comply with the requirements of applicable City Ordinances and Agreements.

4. COMMITTEE RECOMMENDATION:

The Committee recommends that GGI continue to provide monthly written confirmation that all Tax Funds are fully insured or collateralized.

OCCUPATION TAX OVERSIGHT COMMITTEE

BY 
Ronald S. Deppie, Chairperson

Food and Beverage
Occupation Tax Committee

Activity since July 1, 2016-Sept. 30, 2017

EXHIBIT A

ACCOUNT DESCRIPTION/PROJECT NAME	Restricted Activity	Unrestricted Activity	Comments
BEGINNING CASH	\$1,244,202.19	\$0.00	
REVENUE			
FOOD & BEV OCCUPATION TAX	\$0.00	\$2,805,136.64	
OTHER REVENUE	\$0.00	\$64,500.00	Northwestern Energy for State Fair
OTHER BOND PROCEEDS	\$0.00	\$50,001.00	Initial drawdown of loan
Subtotal Revenues	\$0.00	\$2,919,637.64	
EXPENSES			
ENG/DESIGN - UNRESTRICTED	\$0.00	\$1,400.00	Water Park Study
VETS FIELD-RESTROOM AND CONC BUILDING	\$275,716.86	\$0.00	
SUCKS LAKE RETAINING WALL (2017)	\$0.00	\$142,094.00	
HPSP LAND IMPROVEMENTS (2017)	\$0.00	\$9,997.00	
VETS BALLFIELD	\$0.00	\$295,384.01	
BIKE/PED PROJECT	\$0.00	\$7,981.93	
ECONOMIC DEVELOPMENT	\$518,931.00	\$0.00	State Fair Payments
OTHER EXPENDITURES	\$0.00	\$20.81	CC Fees for payments
INTEREST EXPENSE	\$0.00	\$275.00	
GROW GRAND ISLAND DONATIONS	\$0.00	\$500,000.00	
UNASSIGNED CAPITAL PROJECTS	\$170,145.00	\$8,887.50	Turf and Eng. Services
Subtotal Expenses	\$964,792.86	\$966,040.25	
ENDING CASH	\$279,409.33	\$1,953,597.39	

Food and Beverage
Occupation Tax Committee

Activity Oct. 1, 2017-Sept. 30, 2018

ACCOUNT DESCRIPTION/PROJECT NAME	Restricted Activity	Unrestricted Activity	Comments
BEGINNING CASH	\$279,409.33	\$1,953,597.39	
REVENUE			
FOOD & BEV OCCUPATION TAX	\$0.00	\$2,329,914.61	
OTHER REVENUE	\$0.00	\$86,411.26	Northwestern Energy for State Fair & CCRbate
OTHER BOND PROCEEDS	\$0.00	\$4,949,999.00	Initial drawdown of loan
Subtotal Revenues	\$0.00	\$7,366,324.87	
EXPENSES			
VETS FIELD-RESTROOM AND CONC BUILDING	\$12,226.13	\$0.00	
STERLING ESTATES PARK EQUIPMENT	\$0.00	\$81,342.32	
VETS BALLFIELD	\$0.00	\$3,459,129.15	
LOAN PRINCIPAL/EXPENSE	\$0.00	\$219,180.08	
LOAN INTEREST EXPENSE	\$0.00	\$68,112.09	
ECONOMIC DEVELOPMENT	\$267,183.20	\$180,317.80	State Fair Payments
OTHER EXPENDITURES	\$0.00	\$6.08	CC Fees for payments
GROW GRAND ISLAND DONATIONS	\$0.00	\$500,000.00	
CONTRACT SERVICES	\$0.00	\$12,500.00	Attorney fees for loan
Subtotal Expenses	\$279,409.33	\$4,520,587.52	
ENDING CASH	\$0.00	\$4,799,334.74	

Food and Beverage
Occupation Tax Committee

Activity Oct. 1, 2018-Sept. 30, 2019

ACCOUNT DESCRIPTION/PROJECT NAME	Unrestricted Activity	Comments
BEGINNING CASH	\$4,799,334.74	
REVENUE		
FOOD & BEV OCCUPATION TAX	\$2,416,974.54	
OTHER REVENUE	\$107,500.00	Northwestern Energy for State Fair & CCRbate
Subtotal Revenues	\$2,524,474.54	
EXPENSES		
VETS BALLFIELD	\$2,415,733.92	
PLAYGROUND EQUIPMENT	\$44,943.23	
PICKLEBALL COURTS	\$26,493.03	
BIKE/PED PROJECT	\$109.77	
VETERANS TRAIL CONNECTION	\$1,384.62	
LOAN PRINCIPAL/EXPENSE	\$447,854.84	
LOAN INTEREST EXPENSE	\$126,211.82	
ECONOMIC DEVELOPMENT	\$460,677.00	State Fair Payments
OTHER EXPENDITURES	\$320.64	CC Fees for payments
HUSKER HARVEST DAYS PAYMENT TO CRA	\$324,416.70	2019 - Also includes Parks Assessment Payoff
GROW GRAND ISLAND DONATIONS	\$500,000.00	
Subtotal Expenses	\$4,348,145.57	
ENDING CASH	\$2,975,663.71	

Food and Beverage
Occupation Tax Committee

Activity Oct. 1, 2019-September 30, 2020

ACCOUNT DESCRIPTION/PROJECT NAME	Unrestricted Activity	Comments
BEGINNING CASH	\$2,975,663.71	
REVENUE		
FOOD & BEV OCCUPATION TAX	\$2,223,309.49	
OTHER REVENUE	\$100,452.14	Northwestern Energy for State Fair & CCRbate
Subtotal Revenues	\$2,323,761.63	
EXPENSES		
ENG/DESIGN - UNRESTRICTED	\$19,948.33	Pickleball courts
VETS BALLFIELD	\$285,325.66	
PLAYGROUND EQUIPMENT	\$28,804.28	
PICKLEBALL COURTS	\$1,669.59	
BIKE/PED PROJECT		
VETERANS TRAIL CONNECTION		
LOAN PRINCIPAL/EXPENSE	\$459,903.39	
LOAN INTEREST EXPENSE	\$114,262.35	
ECONOMIC DEVELOPMENT	\$419,057.00	State Fair Payments
OTHER EXPENDITURES		
HUSKER HARVEST DAYS PAYMENT TO CRA	\$229,673.98	Includes Grant Prep Services and MA Fees on Loan
GROW GRAND ISLAND DONATIONS	\$150,000.00	
UNASSIGNED CAPITAL PROJECTS		
Subtotal Expenses	\$1,708,644.58	
ENDING CASH	\$3,590,780.76	

Food and Beverage
Occupation Tax Committee

Activity Oct. 1, 2020-Aug 31, 2021

ACCOUNT DESCRIPTION/PROJECT NAME	Unrestricted Activity	Comments
BEGINNING CASH	\$3,590,780.76	
REVENUE		
FOOD & BEV OCCUPATION TAX	\$2,334,099.79	
OTHER REVENUE	\$64,500.00	Northwestern Energy for State Fair & CCRbate
Subtotal Revenues	\$2,398,599.79	
EXPENSES		
STOLLEY CONCESSION BUILDING REMODEL	\$59,316.28	
VETS BATTING CAGES	\$17,068.12	
CEMETERY ROAD TO SPACES		
CEMETERY COLUMBARIUM		
HPSP BAFFLES	\$33,264.50	
VETS PICKLEBALL	\$329,389.44	
VETS BALLFIELD		
PLAYGROUND EQUIPMENT		
PICKLEBALL COURTS		
BIKE/PED PROJECT		
VETERANS TRAIL CONNECTION		
LOAN PRINCIPAL/EXPENSE	\$472,559.10	
LOAN INTEREST EXPENSE	\$101,606.64	
ECONOMIC DEVELOPMENT	\$476,789.00	State Fair Payments
OTHER EXPENDITURES	\$120.70	
HUSKER HARVEST DAYS PAYMENT TO CRA		Includes Grant Prep Services and MA Fees on Loan
GROW GRAND ISLAND DONATIONS		
UNASSIGNED CAPITAL PROJECTS	\$29.53	
Subtotal Expenses	\$1,490,143.31	
ENDING CASH	\$4,499,237.24	

Food and Beverage
Occupation Tax Committee

Summary of All Years

ACCOUNT DESCRIPTION/PROJECT NAME	Restricted Activity	Unrestricted Activity	Comments
BEGINNING CASH	\$1,244,202.19	\$0.00	
REVENUE			
FOOD & BEV OCCUPATION TAX	\$0.00	\$12,109,435.07	
OTHER REVENUE	\$0.00	\$423,363.40	
OTHER BOND PROCEEDS	\$0.00	\$5,000,000.00	
	\$0.00	\$17,532,798.47	
EXPENSES			
STOLLEY CONCESSION BUILDING REMODEL	\$0.00	\$59,316.28	
VETS BATTING CAGES	\$0.00	\$17,068.12	
CEMETERY ROAD TO SPACES	\$0.00	\$0.00	
CEMETERY COLUMBARIUM	\$0.00	\$0.00	
HPSP BAEFLES	\$0.00	\$33,264.50	
ENG/DESIGN - UNRESTRICTED	\$0.00	\$350,737.77	
VETS FIELD-RESTROOM AND CONC BUILDING	\$287,942.99	\$0.00	
PLAYGROUND EQUIPMENT	\$0.00	\$73,747.51	
SUCKS LAKE RETAINING WALL (2017)	\$0.00	\$142,094.00	
STERLING ESTATES PARK EQUIPMENT	\$0.00	\$81,342.32	
HPSP LAND IMPROVEMENTS (2017)	\$0.00	\$9,997.00	
VETS BALLFIELD	\$0.00	\$6,455,572.74	
PICKLEBALL COURTS	\$0.00	\$28,162.62	
BIKE/PED PROJECT	\$0.00	\$8,091.70	
VETERANS TRAIL CONNECTION	\$0.00	\$1,384.62	
LOAN PRINCIPAL/EXPENSE	\$0.00	\$1,599,497.41	
LOAN INTEREST EXPENSE	\$0.00	\$410,192.90	
ECONOMIC DEVELOPMENT	\$786,114.20	\$1,536,840.80	State Fair Payments
OTHER EXPENDITURES	\$0.00	\$468.23	CC Fees for payments
INTEREST EXPENSE	\$0.00	\$275.00	
HUSKER HARVEST DAYS PAYMENT TO CRA	\$0.00	\$554,090.68	
GROW GRAND ISLAND DONATIONS	\$0.00	\$1,650,000.00	
UNASSIGNED CAPITAL PROJECTS	\$170,145.00	\$8,917.03	
CONTRACT SERVICES	\$0.00	\$12,500.00	Attorney fees for loan
	\$1,244,202.19	\$13,033,561.23	
	\$0.00	\$4,499,237.24	



Food and Beverage Occupation Tax - As Received Basis*

	Actual FY 2016-2017	Actual FY 2017-2018	Change from Previous YR	Actual FY 2018-2019	Change from Previous YR	Actual FY 2019-2020	Change from Previous YR	Actual FY 2020-2021	Change from Previous YR
October	190,964.23	186,606.85	-2.28%	207,080.68	10.97%	204,527.48	-1.23%	205,781.05	0.61%
November	179,240.56	191,946.97	7.09%	194,084.01	1.11%	191,474.72	-1.34%	181,431.05	-5.25%
December	164,568.71	168,050.34	2.12%	170,414.75	1.41%	204,154.53	19.80%	194,511.75	-4.72%
January	187,718.82	206,066.75	9.77%	212,480.21	3.11%	215,978.93	1.65%	180,832.47	-16.27%
February	154,074.55	157,965.35	2.53%	162,444.83	2.84%	179,029.74	10.21%	152,302.39	-14.93%
March	168,087.66	173,549.58	3.25%	187,166.21	7.85%	189,527.88	1.26%	215,612.14	13.76%
April	197,618.93	210,944.44	6.74%	210,731.93	-0.10%	160,289.11	-23.94%	235,007.67	46.61%
May	183,478.07	206,202.77	12.39%	210,976.65	2.32%	121,199.63	-42.55%	243,138.47	100.61%
June	187,008.76	205,246.34	9.75%	201,785.80	-1.69%	172,011.17	-14.76%	238,615.14	38.72%
July	202,172.43	210,139.70	3.94%	214,414.93	2.03%	180,751.95	-15.70%	236,594.78	30.89%
August	192,971.26	207,974.48	7.77%	216,092.88	3.90%	194,059.97	-10.20%	250,272.88	28.97%
September	219,854.06	205,221.04	-6.66%	229,301.66	11.73%	210,304.38	-8.28%		-100.00%
Total Receipts	2,227,758.04	2,329,914.61		2,416,974.54		2,223,309.49		2,334,099.79	
Year to Date									
(YTD) Total	2,007,903.98	2,124,693.57	5.82%	2,187,672.88	2.96%	2,013,005.11	-7.98%	2,334,099.79	15.95%
YTD Percent	90.13%	91.19%		90.51%		88.17% of Budget		120.16% of Budget	
Collected						2020 Budget	2,283,000	2021 Budget	1,942,500

* Receipts lag the actual collection by one month. For example, January receipts are based on December sales.

EXHIBIT C

**GROW GRAND ISLAND, INC.
FOOD AND BEVERAGE FUND
FINANCIAL STATEMENTS
DECEMBER 31, 2020**



**GROW GRAND ISLAND, INC.
FOOD AND BEVERAGE FUND
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**DANA F. COLE
& COMPANY LLP**
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Grow Grand Island, Inc.
Grand Island, Nebraska

We have audited the accompanying financial statement of Grow Grand Island, Inc., Food and Beverage Fund, as of and for the year ended December 31, 2020, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the cash basis of accounting described in Note 1; this includes determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position - cash basis of Grow Grand Island, Inc., Food and Beverage Fund as of December 31, 2020, and the changes in its net assets for the year then ended in accordance with the basis of accounting as described in Note 1.

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to that matter.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Food and Beverage Fund and do not purport to, and do not present fairly the financial position of Grow Grand Island, Inc., as of December 31, 2020, the changes in its financial position, or, where applicable, its cash flows for the years then ended. Our opinion is not modified with respect to this matter.

As discussed in Note 1 to the financial statements, effective January 1, 2020, Grow Grand Island, Inc., adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. Our opinion is not modified with respect to this matter.

Dana J Cole + Company, LLP

Grand Island, Nebraska
February 25, 2021

GROW GRAND ISLAND, INC.
FOOD AND BEVERAGE FUND
STATEMENT OF ASSETS AND NET ASSETS - CASH BASIS
YEARS ENDED DECEMBER 31, 2020

ASSETS	
ASSETS	
Cash	<u>1,023,400</u>
NET ASSETS	
NET ASSETS	
With donor restrictions	<u>1,023,400</u>

GROW GRAND ISLAND, INC.
 FOOD AND BEVERAGE FUND
 SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN NET ASSETS - CASH BASIS
 YEARS ENDED DECEMBER 31, 2020

NET ASSETS WITH DONOR RESTRICTIONS	
RECEIPTS	
Support	
City of Grand Island	150,000
Interest income net of fees	<u>10,640</u>
Total receipts	<u>160,640</u>
DISBURSEMENTS	
Administrative	2,172
Grants distributed	<u>97,070</u>
Total disbursements	<u>99,242</u>
CHANGE IN NET ASSETS BEFORE TRANSFER	61,398
Transfer to Business Fund	<u>(529)</u>
INCREASE NET ASSETS	60,869
NET ASSETS, beginning of year	<u>962,531</u>
NET ASSETS, end of year	<u><u>1,023,400</u></u>

GROW GRAND ISLAND, INC.
FOOD AND BEVERAGE FUND
NOTES TO FINANCIAL STATEMENTS

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Grow Grand Island, Inc., was incorporated August 25, 2016. The purpose of the Corporation is to promote, encourage, and develop projects and programs to promote entertainment, agricultural and livestock shows, trade shows, and similar events that will attract visitors to Grand Island. The Corporation is to invest in community development projects and activities that stimulate progress and growth for Grand Island. The Corporation is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3). The majority of the Corporation's revenue is from private and corporate contributions, grants, gifts, and other sources.

The Corporation operates two funds, the Business Fund and the Food and Beverage Fund. Prior to 2018 for the Business Fund and 2019 for the Food and Beverage Fund, the funds for Grow Grand Island, Inc., were held at Grand Island Community Foundation, Inc. Since that time separate bank accounts have been established for each fund and separate records have been maintained.

Basis of Accounting

The Corporation prepares its financial statements on the cash basis. These statements represent a summary of the cash activity of the various funds of the Corporation and do not include certain transactions that would be included if the Corporation prepared its financial statements in accordance with accounting principles generally accepted in the United States of America. Under the cash basis, receipts are recognized when paid rather than when incurred. Consequently, these financial statements are not intended to present financial position or results of operations in conformity with accounting principles generally accepted in the United States of America.

New Accounting Pronouncements

Effective January 1, 2020, the Chamber adopted ASU 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. This accounting standard is meant to help not-for-profit entities evaluate whether transactions should be accounted for as contributions or as exchange transactions and, if the transactions identified as a contribution, whether it is conditional or unconditional. ASU 2018-08 clarifies how an organization determines whether a resource provider is receiving commensurate value in return for a grant. If the resource provider does receive commensurate value from the grant recipient, the transaction is an exchange transaction and would follow the guidance under ASU 2014-09 (ASC Topic 606 - *Revenue Recognition*). If no commensurate value is received by the grant maker, the transfer is a contribution. ASU 2018-08 stresses that the value received by the general public as a result of the grant is not considered to be commensurate value received by the provider of the

GROW GRAND ISLAND, INC.
FOOD AND BEVERAGE FUND
NOTES TO FINANCIAL STATEMENTS

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

New Accounting Pronouncements (Continued)

grant. ASU 2018-08 was implemented on a modified prospective basis. Therefore, on January 1, 2020, the new standard was applied to agreements that were either not completed as of January 1, 2020, or entered into after January 1, 2020. The December 31, 2019, financial statements were not restated and continue to be reported under the accounting standards in effect in that period. There was no material impact to the financial statements as a result of adoption. Accordingly, no adjustment to opening net assets was recorded.

Financial Statement Presentation

The financial statements included in this report are only reporting on the Food and Beverage Fund of Grow Grand Island, Inc.

The financial statements report amounts by class of net assets, as required by ASU 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. As such, net assets, revenues, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions

Net assets without donor restrictions are resources available to support operations and not subject to donor restrictions.

Net Assets With Donor Restrictions

Net assets with donor restrictions are resources that are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both, and are reported in the statements of activities as net assets released from restrictions.

Contributions

The Corporation accounts for contributions in accordance with the recommendations of FASB ASC 958-605. The Corporation reports gifts of cash and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or

GROW GRAND ISLAND, INC.
FOOD AND BEVERAGE FUND
NOTES TO FINANCIAL STATEMENTS

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Contributions (Continued)

purpose restriction is accomplished, donor-restricted net assets are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions. All funds in the Food and Beverage Fund are restricted by ballot language and state statute.

Income Taxes

The Internal Revenue Service has determined that the Corporation is exempt from federal income tax under Section 501(c)(3) of the Code. However, income from certain activities not directly related to the Corporation's tax-exempt purpose is subject to taxation as unrelated business income.

The Corporation has adopted the provisions of FASB ASC 740-10, *Accounting for Uncertain Tax Positions*. The Organization continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law, and new authoritative rulings. Management does not expect the interpretation will have a material impact (if any) on its results from operations or financial position.

NOTE 2. CONCENTRATION OF CREDIT RISK

Essentially all of the Corporation's funding for the Food and Beverage Fund is provided by support from the City of Grand Island, Nebraska, for the year ended December 31, 2020. If this major funding ceased, the Corporation could not continue the level of services currently provided.

At December 31, 2020, all of the Corporation's deposits with financial institutions were either fully insured or collateralized by securities held in the Corporation's name in the form of joint safekeeping receipts.

NOTE 3. NET ASSETS

Net assets consist of:

Net assets with donor restrictions	<u>1,023,400</u>
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NOTE 4. CITY OF GRAND ISLAND AGREEMENT

Beginning October 25, 2016, the City of Grand Island, Nebraska, entered into a contract with Grow Grand Island, Inc. Per the agreement, the City shall provide annually a minimum of \$500,000 to Grow Grand Island, Inc., from the funds derived as a result of the City's occupation tax of food and beverage retailers. The term is for a 24-month period with an automatic renewal. The current term expired September 30, 2020.

GROW GRAND ISLAND, INC.
FOOD AND BEVERAGE FUND
NOTES TO FINANCIAL STATEMENTS

NOTE 4. CITY OF GRAND ISLAND AGREEMENT (Continued)

In September 2020, the contract with the City of Grand Island was renewed for a 2-year term with the potential for a 2-year extension. The \$500,000 will be paid out according to a schedule provided to the City when the grant application is submitted for their review. For the year ended December 31, 2020, the City of Grand Island forwarded \$150,000 to the Food and Beverage Fund at Grow Grand, Inc.

The funds are to be expended by Grow Grand Island, Inc., solely for projects, programs, and purposes that serve and carry out a public purpose as expressly authorized. Employee and operation expense shall be no more than 10% of the City funds.

NOTE 5. DONOR-RESTRICTED NET ASSETS

Donor-restricted net assets as of December 31, 2020, are available for the following purposes:

City of Grand Island restricted to promote activities that will stimulate progress and growth for Grand Island	<u>1,023,400</u>
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NOTE 6. COVID-19

The Coronavirus (COVID-19) impacted Grow Grand Island, Inc., by the slowing of business activity in the geographical area the Corporation serves. Thus, the pandemic slowed the progress for partnering and funding new projects. Partnering organizations and businesses were not operating at full capacity, impacting work flow, prioritization and pace. As a result of the city tax revenue shortages, the funding that the Grow Grand Island Food and Beverage Fund receives for grant issuance from the City of Grand Island was mutually agreed to be less than contractually stated.

NOTE 7. SUBSEQUENT EVENTS

In preparing the financial statements, the Corporation has evaluated events and transactions for potential recognition or disclosure through February 25, 2021, the date the financial statements were available to be issued.

It is anticipated that the Coronavirus will have a negative impact upon the Corporation going forward as the business activity in the geographical area the Corporation serves continues to show a decline. The dollar value of the anticipated decline in receipts is not known at the time of issuance of the financial statements. The Corporation expects to have a proportional decline in grant disbursements that could offset the anticipated decline in receipts.

EXHIBIT D

Grow Grand Island - Food & Beverage Fund Summary

AS OF August 31, 2021

CITY FY View

Incl. w/Admin

	Allocation	Projects Exp	Admin Exp	Total Disbursed	GICF Fees	GICF Interest	HF Interest
Oct-Sept							
2016-17	500,000.00	430,646.03	29,130.28	459,776.31	1,669.00	644.15	
2017-18	500,000.00	19,353.97	79,201.90	98,555.87	5,656.75	2,571.95	
GGI***			(5,115.99)	-5,115.99			
2018-19	500,000.00		3,851.94	3,851.94	3,851.94	2,556.03	9,593.29
2019-20	150,000.00	41,318.54	2,171.40	43,489.94	0.00		12,874.96
2020-21		266,081.56	1,190.00	267,271.56			6,022.93
2021-22				0.00			
TOTALS	1,650,000.00	757,400.10	110,429.53	867,829.63	11,177.69	5,772.13	28,491.18

Interest: 34,263.31

Revenue: 1,684,263.31

Disbursed: (867,829.63)

Bank: 816,433.68

Committed: (860,663.46)

Balance: (44,229.78)

Pipeline: (185,000.00)

20/21 Alloc: 500,000.00

Available: 270,770.22

Grow Grand Island Project Dashboard (2016-2021)

PROJECTS - Completed	Project Total	GGI GRANT	OTHER Funds	LEVERAGED
Imagination Takes Flight***	\$116,140	\$15,000	\$101,140	87.08%
Railside Bike Racks***	\$10,000	\$5,000	\$5,000	50.00%
Railside Public Art***	\$95,800	\$7,500	\$88,300	92.17%
Workforce Analytics Software***	\$24,000	\$12,000	\$12,000	50.00%
Olympic Bunker Trap	\$731,790	\$150,000	\$581,790	79.50%
Equine Stalls	\$900,000	\$300,000	\$600,000	66.67%
GI Promo OTT 2019 Campaign	\$25,000	\$10,000	\$15,000	60.00%
Railside Wayfinding Totems***	\$14,360	\$0	\$14,360	100.00%
Fonner Park Lot	\$72,000	\$35,000	\$37,000	51.39%
HEC Customer Experience	\$44,744	\$29,744	\$15,000	33.52%
	\$2,033,834	\$564,244	\$1,469,590	

PROJECTS - In Progress	Project Total	GGI GRANT	OTHER Funds	LEVERAGED
Event Incentive Fund	\$400,000	\$400,000		0.00%
Targeted Talent Attraction	\$65,000	\$65,000		0.00%
Future Builders	\$191,700	\$52,000	\$139,700	72.87%
Look Local Grow Local	\$36,978	\$36,978		0.00%
EDGE Upskilling	\$51,350	\$0	\$51,350	100.00%
Degree-Based Internship	\$225,000	\$225,000	TBD	0.00%
Entryway Signage	\$233,450	\$229,050	\$4,400	2.20%
GI Image	\$137,000	\$70,000	\$67,000	48.91%
	\$1,340,478	\$1,078,028	\$262,450	

PROJECTS - Pipeline				
Mormon Island Expansion/Trail				
Internship Housing				
Amur Plaza				
Fonner Master Plan				
Additional Entryway Signs				
TOTALS	\$3,374,312	\$1,642,272	\$1,732,040	51.00%
GGI Funded without F&B***		-\$39,500		
Administrative		\$109,239		
Adjusted Total		\$1,712,011		



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item D-1

#2021-BE-1 - Consideration of Determining Benefits for Railside Business Improvement District

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

Staff Contact: Patrick Brown

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: September 14, 2021

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

Presenter(s): Patrick Brown, Finance Director

Background

On August 14, 2018, the City Council adopted Ordinance No. 9700 that created the Railside Business Improvement District. The 2021-2022 Budget provides for special assessments on land and real property in the District as of January 1, 2021 in the amount of \$0.24336 per \$100 of real property. The total taxable value of \$52,263,359 provides for assessments of \$124,237.94.

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 attached list of 10 property owners filed proper documentation with the Finance Department for the 30% eligible reduction.

Alternatives

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

1. Approve the benefits for the District and related assessments represented in Resolution documents, \$124,237.94.
2. Deny the benefits and assessments.

Recommendation

City Administration recommends that the Council approve the benefits of Railside Business Improvement District and related assessments in Resolution 2021-BE-1.

Sample Motion

Board of Equalization: Move to approve the benefits accruing to Railside Business Improvement District as presented in Resolution 2021-BE-1.

Letters from property owners of the **Railside BID** requesting 30% reduction in Valuation.

Parcel ID	Name	Address	Current Taxable Valuation	Reduced Taxable Valuation	Percent Owner Occupied	100% Assessed amount	70% Assessed amount
400143887	BUCKLEY/LYNN A	00123 N LOCUST 1103	\$ 61,554.00	\$43,088	100.00%	\$ 149.77	\$104.84
400143569	LEE/EVAN E & TEREASA T MCDONALD	123 N LOCUST 606	\$ 60,395.00	\$42,277	100.00%	\$ 146.95	\$102.87
400143739	STEVENS/KARI	123 N LOCUST 902	\$ 58,457.00	\$40,920	100.00%	\$ 142.24	\$99.57
400029073	HILL/DAVID C	304-316 S PINE	\$ 192,714.00	\$163,807	50.00%	\$ 468.91	\$398.57
400143488	BERGHOLZ/MICHAEL J	00123 N LOCUST 506	\$ 56,155.00	\$39,309	100.00%	\$ 136.64	\$95.65
400143836	WHITEHEAD/DIANA L	00123 N LOCUST 1004	\$ 72,945.00	\$51,062	100.00%	\$ 177.49	\$124.24
400042568	MUELLER/LLOYD & MARILYN	00110 W KOENIG	\$ 57,057.00	\$39,940	100.00%	\$ 138.83	\$97.18
400143747	DETLEFSEN/DARRELL F & LISA	00123 N LOCUST 903	\$ 61,494.00	\$43,046	100.00%	\$ 149.63	\$104.74
400143534	POST/KAELEIGH	123 N LOCUST 603	\$ 56,145.00	\$39,302	100.00%	\$ 136.61	\$95.63
400081075	FERNANDEZ/PEDRO	00721 W 1ST	\$ 144,583.00	\$101,208	100.00%	\$ 351.80	\$246.26
		Totals	\$821,499	\$603,956		\$1,998.87	\$1,469.55

R E S O L U T I O N 2021-BE-1

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

That the benefits accruing to the real estate in such district to be the total sum of \$124,237.94; and

Such benefits are equal and uniform; and

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

PARCEL	OWNER	LEGAL	Assessment Amount
149	NORTHWESTERN BELL TELE CO	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 5-6-7 BLK 80	-
400004097	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL BLKS 52 & 53 & PT VAC KIMBALL AVE	-
400004119	CASA DE ORACION, INC	ORIGINAL TOWN N 100.5' E 2/3 LT 1 BLK 54	-
400004127	CASA DE ORACION, ONC	ORIGINAL TOWN S 31.9' E 2/3 OF LT 1 BLK 54	-
400004135	WING PROPERTIES INC	ORIGINAL TOWN W 1/3 LT 1 BLK 54	18.93
400004143	WING EMPIRE INC	ORIGINAL TOWN LT 2 BLK 54	902.79
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	488.25
400004194	KATROUZOS/GUS G	ORIGINAL TOWN S 60' W 1/3 LT 5 BLK 54	161.29
400004208	KATROUZOS/GUS G	ORIGINAL TOWN S 60' W 16' E 2/3 LT 5 BLK 54	100.31
400004216	PINNACLE BANK	ORIGINAL TOWN E 28' S 1/2 LT 5 & N 6' W 38' S 1/2 LT 5 BLK 54	194.01

Approved as to Form ✕ _____ September 13, 2021 ✕ City Attorney

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400004224	PINNACLE BANK	ORIGINAL TOWN W 22' S 1/2 LT 6 BLK 54	156.10
400004232	WING PROPERTIES INC	ORIGINAL TOWN E 22' W 44' S 1/2 & E 22' LT 6 BLK 54	640.17
400004240	WING PROPERTIES INC	ORIGINAL TOWN W 1/3 LT 7 BLK 54	251.36
400004259	WING PROPERTIES INC	ORIGINAL TOWN C 1/3 LT 7 BLK 54	377.83
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	761.01
400004305	URBAN ISLAND LLC	ORIGINAL TOWN N 1/2 LT 1 BLK 55	1,167.14
400004313	URBAN ISLAND LLC	ORIGINAL TOWN N 44' OF S 1/2 LT 1 BLK 55	326.16
400004321	IRVINE/VIRGINIA	ORIGINAL TOWN S 22' LT 1 BLK 55	102.23
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	521.38
400004372	DOWNTOWN CENTER LLC	ORIGINAL TOWN N 67.5' LT 5 BLK 55	42.11
400004380	ARMSTRONG/MATTHEW E & JANELLE A	ORIGINAL TOWN N 20' S 64.5' LT 5 BLK 55	147.87
400004399	ERIVES ENTERPRISES LLC	ORIGINAL TOWN S 44.5' LT 5 BLK 55	431.81
400004402	FAMOS CONSTRUCTION INC	ORIGINAL TOWN W 2/3 LT 6 BLK 55	755.39
400004429	ARCHIE/JENNIFER L & FLOYD D	ORIGINAL TOWN E 1/3 LT 6 BLK 55	307.00
400004437	NEPPL/KAREN	ORIGINAL TOWN W 1/3 LT 7 BLK 55	281.69
400004445	HEDDE BUILDING LLC	ORIGINAL TOWN E 2/3 LT 7 BLK 55	884.72
400004461	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN W 1/3 LT 8 BLK 55	252.75

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400004488	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN C 1/3 LT 8 BLK 55	243.53
400004496	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN E 1/3 LT 8 BLK 55	570.99
400004526	DOWNTOWN CENTER LLC	ORIGINAL TOWN N 68' LT 1 & ALL LT 2 & E 1/2 LT 3 BLK 56	144.33
400004534	DOWNTOWN CENTER LLC	ORIGINAL TOWN N 22' S 42' & W 6' S 20' LT 1 BLK 56	12.55
400004542	DOWNTOWN CENTER LLC	ORIGINAL TOWN N 22' S 64' LT 1 BLK 56	11.60
400004550	DOWNTOWN CENTER LLC	ORIGINAL TOWN S 20' E 60' LT 1 BLK 56	9.58
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	324.47
400004585	TRINTOWN LLC	ORIGINAL TOWN E 2/3 LT 5 BLK 56	439.15
400004593	POHL/JAMES A	ORIGINAL TOWN LT 6 BLK 56	571.59
400004615	JOHNSON/DUANE A & DEE ANN	ORIGINAL TOWN LT 7 BLK 56	613.73
400004623	DOWNTOWN CENTER LLC	ORIGINAL TOWN LT 8 BLK 56	3,790.58
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	650.94
400004666	THE GRAND FOUNDATION, INC	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 2/3 LT 6 BLK 57	-
400004674	EBMT PROPERTIES, LLC	ORIGINAL TOWN LT 7 BLK 57	2,300.84
400004682	AMUR REAL ESTATE LLC	ORIGINAL TOWN LT 8 BLK 57	4,461.42
400004690	PREMIER SERVICE PROPERTY MANAGEMENT, LLC	ORIGINAL TOWN LTS 1 & 2 BLK 58	295.37
400004704	FIRSTIER BANK NATIONAL ASSOC	ORIGINAL TOWN N 1/2 LT 4 & N 1/2 LT 3 BLK 58	95.52

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400004712	FIRSTIER BANK NATIONAL ASSOC	ORIGINAL TOWN LT 5 & W 22' LT 6 BLK 58	1,446.97
400004720	FIRSTIER BANK NATIONAL ASSOC	ORIGINAL TOWN S 1/2 LT 3 & S 1/2 LT 4 BLK 58	101.61
400004739	STELK/MARK D	JENSEN SUB LT 1	171.23
400004747	CALDERON/ELISEO	ORIGINAL TOWN W 1/3 LT 7 BLK 58	232.55
400004755	LINDNER-BOMBECK TRUSTEE/MARILYN A	ORIGINAL TOWN C 1/3 LT 7 BLK 58	280.22
400004763	GALVAN/VICTORIA	PRENSA LATINA SUB LT 1	87.92
400004771	CALDERON/ELISEO	PRENSA LATINA SUB LT 2	144.17
400004798	STELK/MARK D	PRENSA LATINA SUB LT 4	349.13
400004801	STELK/MARK D & WANDA L	PRENSA LATINA SUB LT 3	394.02
400004828	MEAD BUILDING CENTERS	ORIGINAL TOWN N 102.5' LT 1 & ALL LT 2 BLK 59	320.71
400004844	T SQUARED PROPERTIES LLC	ORIGINAL TOWN S 29.5' LT 1 BLK 59	15.55
400004852	THIRD CITY ARCHERS INC	ORIGINAL TOWN S 99' LT 4 & ALL LT 3 BLK 59	-
400004860	MEAD BUILDING CENTERS	ORIGINAL TOWN N 33' LT 4 BLK 59	171.34
400004879	SPIRIT IN THE SKY LLC	ORIGINAL TOWN LT 5 BLK 59	1,043.85
400004887	LUCERO/JOSE LUIS & AURA	ORIGINAL TOWN E 23' W 46' LT 6 BLK 59	223.97
400004895	GERDES/LARRY C & MARY ANN	ORIGINAL TOWN W 23' LT 6 BLK 59	192.97
400004909	BERTA/GARY J & BILLIE J	ORIGINAL TOWN E 20' LT 6 & W 1/2 LT 7 BLK 59	96.01
400004917	T SQUARED PROPERTIES LLC	ORIGINAL TOWN W 22' E 1/2 LT 7 BLK 59	214.22
400004925	T SQUARED PROPERTIES LLC	ORIGINAL TOWN E 11' LT 7 & ALL LT 8 BLK 59	755.63
400004933	CKP LLC	ORIGINAL TOWN LTS 1 & 2 BLK 60	667.35

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400004941	CKP LLC	ORIGINAL TOWN LT 3 BLK 60	141.78
400004968	BUSINESS PROPERTIES	ORIGINAL TOWN LT 4 BLK 60	369.63
400004984	LB AUDIO LLC	ORIGINAL TOWN LTS 5 & 6 BLK 60	739.84
400004992	GRAND DENTAL HOLDINGS LLC	ORIGINAL TOWN LTS 7 & 8 BLK 60	1,364.41
400005018	ABJAL LLC	ORIGINAL TOWN LTS 1 & 2 BLK 61	1,060.44
400005026	ABJAL LLC	ORIGINAL TOWN LTS 3 & 4 BLK 61	912.01
400005034	JIA PROPERTIES, LLC	ORIGINAL TOWN LT 5 BLK 61	733.57
400005042	HANSEN PROPERTIES LLC	ORIGINAL TOWN LTS 6-7 & 8 BLK 61	777.00
400005050	D & A INVESTMENTS LLC	ORIGINAL TOWN S 44' LT 1 BLK 62	221.32
400005069	D & A INVESTMENTS LLC	ORIGINAL TOWN N 88' LT 1 BLK 62	782.31
400005077	D & A INVESTMENTS LLC	ORIGINAL TOWN LT 2 BLK 62	457.80
400005085	D & A INVESTMENTS, INC	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND S 66' LT 4 & N 66' E 57' LT 3 & S 66' LT 3 BLK 62	555.51
400005093	D & A INVESTMENTS LLC	ORIGINAL TOWN N 66' W 9' LT 3 & N 66' LT 4 BLK 62	192.54
400005107	MIDWEST PREMIER INVESTMENTS, LLC	ORIGINAL TOWN S 1/2 W 50' LT 5 BLK 62	88.46
400005115	MIDWEST PREMIER INVESTMENTS LLC	ORIGINAL TOWN N 1/2 W 50' LT 5 BLK 62	832.21
400005123	GRAND ISLAND APARTMENTS, LLC	ORIGINAL TOWN E 16' LT 5 & W 1/2 LT 6 BLK 62	51.51
400005131	GRAND ISLAND APARTMENTS, LLC	ORIGINAL TOWN E 1/2 LT 6 & W 1/2 LT 7 BLK 62	397.63
400005158	GRAND ISLAND AREA HABITAT FOR HUMANITY INC	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 1/2 LT 7 & ALL LT 8 BLK 62	-
400005166	HUENEFELD/DANIEL C & LINDA K	CITY CENTRE CONDOMINIUMS UNIT 1 (FORMERLY PT ORIGINAL TOWN LTS 1 & 2 BLK 63)	1,096.21
400005168	GRAND ISLAND ENTREPRENEURIAL VENTURE LLC	CITY CENTRE CONDOMINIUMS UNIT 2 (FORMERLY PT ORIGINAL TOWN LTS 1 & 2 BLK 63)	157.11

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400005170	PARAMOUNT DEVELOPMENT, LLC	CITY CENTRE CONDOMINIUMS UNIT 3 (FORMERLY PT ORIGINAL TOWN LTS 1 & 2 BLK 63)	317.88
400005172	PARAMOUNT DEVELOPMENT, LLC	CITY CENTRE CONDOMINIUMS UNIT 4 (FORMERLY PT ORIGINAL TOWN LTS 1 & 2 BLK 63)	368.52
400005174	LL FORGY PROPERTIES, LLC	CITY CENTRE CONDOMINIUMS UNIT 5 (FORMERLY PT ORIGINAL TOWN LTS 1 & 2 BLK 63)	943.21
400005182	MASONIC TEMPLECRAFT ASSO OF GI	ORIGINAL TOWN W 1/3 LT 3 & E 1/3 LT 4 BLK 63	-
400005190	GUERRERO/ROCIO A ESPARZA	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND W 2/3 LT 4 BLK 63	252.47
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	397.91
400005239	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN N 44' LT 8 BLK 63	971.42
400005247	NIELSEN/THOMAS L & LOIS E	ORIGINAL TOWN E 1/3 LT 1 BLK 64	451.68
400005255	HAND/CRAIG C	ORIGINAL TOWN C 1/3 LT 1 BLK 64	232.54
400005263	BOWEN/STEPHEN T & JACQUELINE E	ORIGINAL TOWN W 1/3 LT 1 BLK 64	333.29
400005271	AVILA/LOURDES	ORIGINAL TOWN E 44' LT 2 BLK 64	258.37
400005298	VANWINKLE LIMITED LLC	ORIGINAL TOWN W 1/3 LT 2 BLK 64	181.29
400005301	DOUBLE S PROPERTIES LLC	ORIGINAL TOWN E 1/3 LT 3 BLK 64	270.82
400005328	ALVAREZ/ABRAHAM HERMOSILLO	ORIGINAL TOWN W 2/3 LT 3 BLK 64	323.80
400005336	GERDES/GALEN E & TAMERAM	ORIGINAL TOWN LT 4 BLK 64	1,197.16
400005344	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 5 BLK 64	-

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400005352	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 6 & 7 BLK 64	-
400005360	WAGONER/MICHAEL	ORIGINAL TOWN N 22' LT 8 BLK 64	219.03
400005379	TAYLOR/TERRY N & SUSAN M	ORIGINAL TOWN S 1/2 N 1/3 LT 8 BLK 64	187.40
400005387	PERFORMANCE PLUS LIQUIDS, INC	ORIGINAL TOWN N 44' S 88' LT 8 BLK 64	1,238.49
400005395	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND S 44' LT 8 BLK 64 (PARKING LOT)	-
400005409	HEDDE BUILDING LLC	ORIGINAL TOWN LT 1 BLK 65	1,437.06
400005417	NIELSEN/THOMAS L & LOIS E	ORIGINAL TOWN E 1/3 LT 2 BLK 65	359.35
400005425	TAKE FLIGHT INVESTMENTS LLC	ORIGINAL TOWN C 1/3 LT 2 BLK 65	923.87
400005433	ARCHWAY PARTNERSHIP	ORIGINAL TOWN W 1/3 LT 2 BLK 65	361.98
400005441	TAKE FLIGHT INVESTMENTS, LLC	ORIGINAL TOWN E 1/3 LT 3 BLK 65	379.30
400005468	IGLESIA EVANGELICA PENTECOSTES	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND C 1/3 LT 3 BLK 65	-
400005476	SPOTANSKI/MARK & TERESA	ORIGINAL TOWN W 1/3 LT 3 BLK 65	275.88
400005484	HOFFER/ALLEN & LINDA	ORIGINAL TOWN E 1/3 LT 4 BLK 65	339.46
400005492	SHADA CONSTRUCTION, LLC	ORIGINAL TOWN W 2/3 LT 4 BLK 65	393.69
400005506	J & B RENTALS LLC	ORIGINAL TOWN S 44' N 1/2 LT 5 BLK 65	314.19
400005514	TAYLOR/TERRY N & SUSAN M	ORIGINAL TOWN N 22' LT 5 BLK 65	178.00
400005522	J O ENTERPRISES INC	ORIGINAL TOWN S 1/2 LT 5 BLK 65	314.41
400005530	J & B RENTALS LLC	ORIGINAL TOWN W 1/3 LT 6 BLK 65	236.11
400005549	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN E 2/3 LT 6 BLK 65	277.50
400005557	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN W 1/2 LT 7 BLK 65	228.16
400005565	C & S GROUP LLC	ORIGINAL TOWN N 55' E 1/2 LT 7 & N	

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		55' LT 8 BLK 65	42.01
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	222.26
400005581	PARMLEY/DAVID J	ORIGINAL TOWN C 22' E 4' LT 7 & C 22' LT 8 BLK 65	280.51
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	299.65
400005611	AZTECA MARKET LLC	ORIGINAL TOWN LTS 1 & 2 BLK 66	1,009.43
400005638	FRANCO ENTERTAINMENT, LLC	ORIGINAL TOWN W 2/3 LT 3 XC W 17.5' OF S 44' BLK 66	417.63
400005646	VIPPERMAN/JOHN FREDRICK	ORIGINAL TOWN E 1/3 LT 3 BLK 66	380.23
400005654	RISE PROPERTIES, LLC	ORIGINAL TOWN N 88' E 1/3 LT 4 BLK 66	238.72
400005662	ARENDS/SIERRA	ORIGINAL TOWN N 88' C 1/3 LT 4 BLK 66	304.84
400005670	WING EMPIRE INC	ORIGINAL TOWN N 80' W 1/3 LT 4 BLK 66	473.13
400005689	TOWER 217, LLC	ORIGINAL TOWN W 17 1/2' S 44' LT 3 & N 8' S 52' W 22' & S 44' LT 4 BLK 66	3,238.34
400005697	PEACEFUL ROOT LLC	ORIGINAL TOWN W 1/3 LT 6 & ALL LT 5 BLK 66	828.32
400005700	PEACEFUL ROOT LLC	ORIGINAL TOWN E 2/3 LT 6 & W 1/3 LT 7 BLK 66	937.18
400005719	RAWR HOLDINGS LLC	ORIGINAL TOWN E 2/3 LT 7 BLK 66	288.67
400005721	PROCON MANAGEMENT INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 100 (1ST FLOOR)~	382.93
400005722	PROCON MANAGEMENT INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 101 (FIRST FLOOR)~	1,107.77
400005723	PROCON MANAGEMENT INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 201 (2ND FLOOR)	1,203.42
400005725	GRAND ISLAND REAL ESTATE	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 301 (3RD	1,233.11

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		FLOOR)	
400005727	PROCON MANAGEMENT INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 001 (BASEMENT)	139.69
400005729	OLD CITY HALL COND ASSO INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME(COMMON AREA)	583.04
400005735	CITY OF GI	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND N 1/2 BLK 67	-
400005743	COUNTY OF HALL NEBRASKA	ORIGINAL TOWN S 1/2 BLK 67	-
400005751	S&V INVESTMENTS, LLC	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 1/3 LT 2 & ALL LT 1 BLK 68	-
400005786	S & V INVESTMENTS LLC	SV SUB LT 1	2,456.32
400005794	PLAZA SQUARE DEVELOPMENT LLC	ORIGINAL TOWN W 22' LT 6 & ALL LT 5 BLK 68	151.17
400005808	SMITH/JONATHAN M	ORIGINAL TOWN W 6' LT 7 & E 2/3 LT 6 BLK 68	281.77
400005816	SMITH/JONATHAN M	ORIGINAL TOWN E 60' LT 7 BLK 68	262.42
400005824	TPCR RENTALS LLC	ORIGINAL TOWN LT 8 BLK 68	334.08
400006588	WESTERBY/DOUGLAS M	ORIGINAL TOWN LT 1 BLK 77	201.99
400006596	201 E 2ND LLC	ORIGINAL TOWN LT 2 BLK 77	154.18
400006618	201 E 2ND LLC	ORIGINAL TOWN LTS 3 & 4 BLK 77	2,118.70
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	-

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400006707	EQUITABLE BLDG & LOAN ASSN/THE	ORIGINAL TOWN LT 1 BLK 79	313.30
400006715	EQUITABLE BLDG & LOAN ASSN OF GI	ORIGINAL TOWN LT 2 BLK 79	88.52
400006723	EQUITABLE BLDG & LOAN ASSN/THE	ORIGINAL TOWN S 44' LT 3 & S 44' LT 4 BLK 79	1,270.30
400006766	EQUITABLE BLDG & LOAN ASSN OF GI	ORIGINAL TOWN N 26' 10.5 LT 8 BLK 79	22.69
400006774	EQUITABLE BLDG & LOAN ASSN OF G I	ORIGINAL TOWN S 17' 1.5 N 44' LT 8 BLK 79	12.98
400006782	EQUITABLE BLDG & LOAN ASSN OF G I	ORIGINAL TOWN S 88' LT 8 BLK 79	96.10
400006790	CALDERON/ELISEO	ORIGINAL TOWN E 22' LT 4 & W 22' LT 3 BLK 80	272.56
400006809	CALDERON/ELISEO	ORIGINAL TOWN W 44' LT 4 BLK 80	255.53
400006812	NORTHWESTERN BELL TELE CO	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 5-6-7 BLK 80	170.41
400006820	NORTHWESTERN BELL TELE CO	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND N 44' LT 8 BLK 80	-
400006839	MCDERMOTT/NIELS C & VIRGINIA A	ORIGINAL TOWN C 1/3 LT 8 BLK 80	381.61
400006847	HALL CO	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 1-2 & E 44' LT 3 BLK 80	-
400006863	MITCHELL/DEREK L & RUTH E	ORIGINAL TOWN S 44' LT 8 BLK 80	337.02
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	203.76
400006928	TINAJERO/FRANCISCO	ORIGINAL TOWN E 1/3 LT 3 BLK 81	178.23
400006936	ENCINGER ENTERPRISES LLC	ORIGINAL TOWN C 1/3 LT 3 BLK 81	280.23
400006944	ZOUL PROPERTIES, LLC	ORIGINAL TOWN W 1/3 LT 3 & ALL 4 BLK 81	712.34
400006952	MEHRING & SHADA	ORIGINAL TOWN LT 5 BLK 81	

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	PROPERTIES LLC		521.73
400006960	MEHRING & SHADA PROPERTIES LLC	ORIGINAL TOWN LT 6 BLK 81	189.76
400006979	WHEELER STREET PARTNERSHIP	ORIGINAL TOWN LT 7 & S 2/3 LT 8 BLK 81	1,189.18
400006987	WHEELER ST PARTNERSHIP	ORIGINAL TOWN N 1/3 LT 8 BLK 81	251.78
400006995	GRAND ISLAND INDEPENDENT	ORIGINAL TOWN LT 1 & PT VAC ALLEY BLK 82	71.09
400007002	GRAND ISLAND INDEPENDENT	ORIGINAL TOWN LT 2 & PT VAC ALLEY BLK 82	381.76
400007010	GRAND ISLAND INDEPENDENT	ORIGINAL TOWN LT 3 & PT VAC ALLEY BLK 82	75.58
400007029	GRAND ISLAND INDEPENDENT	ORIGINAL TOWN LT 4 & PT VAC ALLEY BLK 82	152.20
400007037	GRAND ISLAND INDEPENDENT	ORIGINAL TOWN LTS 5-6-7-8 & PT VAC ALLEY BLK 82	3,018.85
400007061	GRAND ISLAND HOSPITALITY LLC	ORIGINAL TOWN LTS 1 & 2 BLK 83	904.86
400007088	DIAZ/JESUS SALAS	ORIGINAL TOWN LTS 3 & 4 BLK 83	696.56
400007096	GRAND ISLAND APARTMENTS, LLC	ORIGINAL TOWN N 60.35' LT 5 BLK 83	204.08
400007118	MATEO PEDRO/TOMAS	ORIGINAL TOWN S 71.65' LT 5 BLK 83	231.75
400007126	MATEO P/TOMAS	ORIGINAL TOWN W 2/3 LT 6 BLK 83	326.20
400007134	PEREZ/SYLVIA	ORIGINAL TOWN E 1/3 LT 6 & ALL LT 7 BLK 83	330.63
400007142	WOODEN/MICHAEL OWEN & SONYA KAY	ORIGINAL TOWN E 41' N 28' LT 8 BLK 83	162.65
400007150	WOODEN/MICHAEL OWEN & SONYA KAY	ORIGINAL TOWN PT N 1/3 & S 2/3 LT 8 BLK 83~	342.26
400007169	PARK	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL BLK 84	-
400007177	LANE HOME IMPROVEMENTS	ORIGINAL TOWN LT 1 BLK 85 (SEE COMMENTS)	281.78
400007185	LANE HOME IMPROVEMENTS	ORIGINAL TOWN LT 2 BLK 85	199.80
400007193	HOPE HARBOR INC	ORIGINAL TOWN LTS 3 & 4 BLK 85	-

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400007215	SAINT MARY'S CHURCH	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL BLK 86	-
400007223	GRAND ISLAND LIEDERKRANZ	ORIGINAL TOWN PT LTS 1-2-3 & 4 BLK 87	606.32
400007258	LEETCH/GAIL W	ORIGINAL TOWN N 60' LT 5 BLK 87	203.86
400007266	JBH ENTERPRISES LLC	ORIGINAL TOWN PT LT 6 BLK 87	326.37
400007274	NORTHWESTERN PUBLIC SERVICE CO	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 25' N 4.5' W 51.26' LT 6 BLK 87	0.74
400007282	CENTENO-DIAZ/RAMON	ORIGINAL TOWN LT 7 BLK 87	360.29
400007290	CENTENO-DIAZ/RAMON	ORIGINAL TOWN LT 8 BLK 87	503.90
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	THOMPSON/CHRIS	ORIGINAL TOWN N 60' FR LTS 1 & 2 & N 60' OF E 24' OF LT 3 BLK 89	465.28
400007339	HALL CO	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL LTS 1-2 & 3 & FR LT 7 BLK 91	-
400007347	HALL CO	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 4 & PT VAC ST BLK 91	-
400007355	HALL CO	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND PT LT 6 & PT LT 8 BLK 91	-
400007363	HALL CO	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND STRIP 8' X 66' & PT LT 8 BLK 91	-
400007371	DOMINICK/EUGENE	ORIGINAL TOWN E 6' N 103' & E 37' S 29' LT 2 & ALL LT 1 BLK 92~	306.53
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	-

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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	102.35
400029030	MENDOZA/WILMER	CAMPBELL'S SUB W 75'4 LTS 1-2-3	350.01
400029049	HASTINGS GRAIN INSPECTION INC	CAMPBELL'S SUB LTS 4-5-6 & N 10' LT 7	217.11
400029057	HASTINGS GRAIN INSPECTION INC	CAMPBELL'S SUB S 12' LT 7 & ALL LT 8	308.52
400029065	TWO BROTHERS INC	CAMPBELL'S SUB 32' X 127' LT 9	263.53
400029073	HILL/DAVID C	CAMPBELL'S SUB LTS 10-13	398.64
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	REYES/DAILYS	HANN'S ADD N 14' LT 3 & S 26' LT 2 BLK 1~	167.55
400042193	CAMPBELL/HUNTER A H & KATHLEEN A	HANN'S ADD N 7' PT LT 4 & S 43' LT 3 BLK 1~	264.11
400042207	MITCHELL/DEREK L & RUTH E	HANN'S ADD E 60' OF S 50' OF LT 4 BLK 1~~	252.85
400042215	CAMPBELL/KATHLEEN A	HANN'S ADD W 67' OF S 50' OF LT 4 BLK 1~	178.39
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	673.26

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400042541	WILLIAMS/CASEY J & MISTI A	HANN'S FIFTH SUB LT 2	177.20
400042568	MUELLER/LLOYD & MARILYN	HANN'S FIFTH SUB LT 1	97.2
400042576	TWO BROTHERS INC	HANN'S 3RD ADD W 111' X 118' BLK 5	514.03
400042584	ROSALES-MONZON/CARLOS A	HANN'S 3RD ADD N 52.5' OF E 91.9' OF BLK 5	236.20
400042592	ROYLE/CECILIA B	HANN'S 3RD ADD E 56' OF W 174' OF BLK 5	195.10
400042606	VALENZUELA/LINDA L	HANN'S 3RD ADD S 58.5' OF E 91.9' OF BLK 5	236.15
400080532	HOOS INSURANCE AGENCY INC	RAILROAD ADD LT 4 & PT VAC ST BLK 97	324.12
400080540	SANCHEZ/FILEMON	RAILROAD ADD N 1/2 LT 1 BLK 98	62.94
400080559	SANCHEZ/FILEMON	RAILROAD ADD S 1/2 LT 1 BLK 98	364.91
400080567	CHAIRMAN INVESTMENTS LLC	RAILROAD ADD LT 2 BLK 98	143.36
400080575	QUINTANA-ALMORA/AGUEDO	RAILROAD ADD W 1/2 LT 3 BLK 98	176.55
400080583	SCHAFFER/LEE ANN G	RAILROAD ADD E 1/2 LT 3 BLK 98	192.61
400080591	TPCR RENTALS LLC	RAILROAD ADD N 86' LT 4 BLK 98	79.49
400080605	TPCR RENTALS LLC	RAILROAD ADD S 46' LT 4 BLK 98	289.30
400080613	TPCR RENTALS LLC	RAILROAD ADD LT 5 BLK 98	1,691.35
400080621	TPCR RENTALS LLC	RAILROAD ADD LT 6 BLK 98	400.63
400080648	BENITEZ/FLORIBERTO SANCHEZ	RAILROAD ADD W 52' LT 7 BLK 98	219.84
400080656	SANCHEZ/FILEMON	RAILROAD ADD E 14' LT 7 & ALL LT 8 BLK 98	522.94
400080990	HUNT/AMY S	RAILROAD ADD FR LT 1 & FR LT 2 BLK 105	204.47
400081008	BLACKSTONE RESIDENCE, LLC	RAILROAD ADD LT 3 BLK 105	210.76
400081016	LAZENDORF HOLDINGS LIMITED PARTNERSHIP	RAILROAD ADD LT 4 BLK 105	358.97

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400081040	BLACKSTONE RESIDENCE, LLC	RAILROAD ADD LT 5 & FR LTS 6 & 7 XC CITY BLK 105	1,477.59
400081059	FRIENDSHIP HOUSE INC	RAILROAD ADD LTS 1 & 2 BLK 106	-
400081067	C & S GROUP LLC	RAILROAD ADD LT 3 BLK 106	299.85
400081075	FERNANDEZ/PEDRO	RAILROAD ADD LT 4 BLK 106	246.30
400081105	MUFFLER SHOP INC/THE	RAILROAD ADD LTS 1 & 2 BLK 107	668.30
400081113	MUFFLER SHOP INC/THE	RAILROAD ADD LTS 3 & 4 BLK 107	154.27
400081121	MIDWEST PREMIER INVESTMENTS LLC	RAILROAD ADD S 2/3 LT 5 BLK 107	190.51
400081148	MIDWEST PREMIER INVESTMENTS LLC	RAILROAD ADD N 1/3 LT 5 BLK 107	202.94
400081156	MIDWEST PREMIER INVESTMENTS LLC	RAILROAD ADD LT 6 BLK 107	290.04
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	472.21
400081172	MIDWEST PREMIER INVESTMENTS LLC	RAILROAD ADD S 72' LT 8 & E 29.54' OF S 71.50' LT 7 BLK 107	293.17
400081180	MIDWEST PREMIER INVESTMENTS LLC	RAILROAD ADD N 60' OF E 22' LT 7 & N 60' LT 8 BLK 107	268.56
400081199	SHULTZ/MONTY R & BRENDA L	RAILROAD ADD LTS 1 & 2 BLK 108	485.70
400081202	WESTGATE PROPERTIES LLC	RAILROAD ADD E 37' LT 3 BLK 108	209.14
400081210	DOUGLAS BOOKKEEPING SERVICE INC	RAILROAD ADD W 29' LT 3 & ALL LT 4 BLK 108	708.27
400081229	PLACKE/DONALD J & JANET L	RAILROAD ADD S 88' LT 5 BLK 108	132.32
400081237	PLACKE/DONALD J & JANET L	RAILROAD ADD N 44' LT 5 BLK 108	7.07
400081245	BREWER PROPERTIES LLC	RAILROAD ADD LT 6 BLK 108	357.91
400081253	BOSSELMAN INC	RAILROAD ADD LTS 7 & 8 BLK 108	933.43
400081261	GILROY/DAVID A & CAROLYN J	RAILROAD ADD S 61' LT 1 & S 61' LT 2 BLK 109	180.24
400081288	HANEY/THOMAS W & DIANE K	RAILROAD ADD N 71'LT 1 & N 71' LT 2 BLK 109~	174.74

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400081296	ROEBUCK ENTERPRISES, LLC	RAILROAD ADD E 59.5' LT 3 BLK 109	146.33
400081318	ROEBUCK ENTERPRISES, LLC	RAILROAD ADD E 52'11 LT 4 & W 6.5' LT 3 BLK 109~	96.10
400081326	LINDELL/TIMOTHY C	RAILROAD ADD E 52' 11 OF LT 5 & ALL LT 6 BLK 109	274.62
400081334	LPB, LLC	RAILROAD ADD LTS 7 & 8 BLK 109	743.69
400113651	HALL CO	WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND LT 2	-
400113678	HALL CO	WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND LT 3	-
400113686	HALL CO	WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND N 52 1/3' OF W 150' LT 4	-
400113694	HALL CO	WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND LT 5	-
400113708	COUNTY OF HALL	WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND W 86' OF E 165' OF 4 & W 86' OF E 165' OF N 48.5' LT 5	-
400113716	COUNTY OF HALL	WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND W PT OF N 48.5' X 150' LT 5 & 26.17' X 150' OF W PT LT 4	-
400135868	L.P.B. LLC	GILBERT'S SUB NORTH, PART OF BLK 79, ORIGINAL TOWN 22' X 99' LT A	170.84
400135876	EQUITABLE BUILDING & LOAN ASSOC	GILBERT'S SUB NORTH, PART OF BLK 79, ORIGINAL TOWN LT B	235.19
400143259	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 102	160.89
400143267	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 103	231.99
400143275	EQUITABLE BUILDING & LOAN ASSN/THE	THE YANCEY, A CONDOMINIUM UNIT 104	561.36
400143283	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 201A	525.04
400143291	DEVCO INVESTMENT CORPORATION	THE YANCEY, A CONDOMINIUM UNIT 301	152.24
400143305	GEORGE/MOLLIE JO	THE YANCEY, A CONDOMINIUM UNIT 302	131.57

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400143313	FARR/THOMAS M & NITA J	THE YANCEY, A CONDOMINIUM UNIT 303	147.74
400143321	JENSEN/PATTI	THE YANCEY, A CONDOMINIUM UNIT 304	147.91
400143348	HINRICHS/DARRELL D & MARLENE M	THE YANCEY, A CONDOMINIUM UNIT 305	164.29
400143356	HETTLE/MICHAEL	THE YANCEY, A CONDOMINIUM UNIT 401	130.96
400143364	GOMEZ/SARA	THE YANCEY, A CONDOMINIUM UNIT 402	139.30
400143372	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 403	136.49
400143380	MEYER/RONNY A & LYNN M	THE YANCEY, A CONDOMINIUM UNIT 404	147.45
400143399	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 405	136.93
400143402	POWERS/YOLANDA L	THE YANCEY, A CONDOMINIUM UNIT 406	136.59
400143410	THE A-A-RON GROUP, LLC	THE YANCEY, A CONDOMINIUM UNIT 407	204.92
400143429	LUCE/ERIC D	THE YANCEY, A CONDOMINIUM UNIT 501	131.47
400143437	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 502	141.92
400143445	QUALITY QTRS. LLC	THE YANCEY, A CONDOMINIUM UNIT 503	136.54
400143453	JENSEN/PATTI	THE YANCEY, A CONDOMINIUM UNIT 504	147.50
400143461	FIELDGROVE/SUSAN LEA	THE YANCEY, A CONDOMINIUM UNIT 505	136.98
400143488	BERGHOLZ/MICHAEL J	THE YANCEY, A CONDOMINIUM UNIT 506	95.66
400143496	ALEXANDER/WENDY L	THE YANCEY, A CONDOMINIUM UNIT 507	163.69
400143518	ROE/JIM GAYLORD & ADRIANA	THE YANCEY, A CONDOMINIUM UNIT 601	131.57
400143526	ROE/JIM GAYLORD & ADRIANA	THE YANCEY, A CONDOMINIUM UNIT 602	142.04
400143534	POST/KAELEIGH	THE YANCEY, A CONDOMINIUM UNIT 603	95.64

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400143542	JOHNSTON/ANDREW COLE	THE YANCEY, A CONDOMINIUM UNIT 604	147.60
400143550	NELSON/DEAN A	THE YANCEY, A CONDOMINIUM UNIT 605	137.05
400143569	LEE/EVAN E & TEREASA T MCDONALD	THE YANCEY, A CONDOMINIUM UNIT 606	102.88
400143577	KILE/ABBY	THE YANCEY, A CONDOMINIUM UNIT 607	205.24
400143585	HINRICHS/DARRELL & MARLENE	THE YANCEY, A CONDOMINIUM UNIT 701	131.62
400143593	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 702	142.14
400143607	LUBER/HANNAH	THE YANCEY, A CONDOMINIUM UNIT 703	171.42
400143615	BURTSCHER/JAN L	THE YANCEY, A CONDOMINIUM UNIT 704	147.70
400143623	SEADREAM ENTERPRISES, LLC	THE YANCEY, A CONDOMINIUM UNIT 705	137.15
400143631	WAINWRIGHT/TODD AARON	THE YANCEY, A CONDOMINIUM UNIT 706	171.54
400143658	SABELS/MARTIN C	THE YANCEY, A CONDOMINIUM UNIT 707	177.78
400143666	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 801	131.69
400143674	APPEL/AUSTIN	THE YANCEY, A CONDOMINIUM UNIT 802	142.21
400143682	ZAVALA/VINCENT & SHARON	THE YANCEY, A CONDOMINIUM UNIT 803	149.60
400143690	NESIBA/ MERLIN J & JUDY M	THE YANCEY, A CONDOMINIUM UNIT 804	221.99
400143704	POWERS/YOLANDA L	THE YANCEY, A CONDOMINIUM UNIT 805	154.56
400143712	NELSON/JACK L	THE YANCEY, A CONDOMINIUM UNIT 806	172.75
400143720	HINRICHS/DARRELL D & MARLENE	THE YANCEY, A CONDOMINIUM UNIT 901	142.85
400143739	STEVENS/KARI	THE YANCEY, A CONDOMINIUM UNIT 902	99.58
400143747	DETLEFSEN/DARRELL F & LISA	THE YANCEY, A CONDOMINIUM UNIT 903	104.76

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400143755	NICKERSON/MITCHELL & SUSAN	THE YANCEY, A CONDOMINIUM UNIT 904	177.45
400143763	DIZMANG/TAMMY L	THE YANCEY, A CONDOMINIUM UNIT 905	154.61
400143771	JENSEN/PATTI	THE YANCEY, A CONDOMINIUM UNIT 906	172.82
400143798	TODD/LINDA M	THE YANCEY, A CONDOMINIUM UNIT 1001	100.03
400143801	WEINRICH/WILLIAM	THE YANCEY, A CONDOMINIUM UNIT 1002	154.28
400143828	JENSEN/PATTI	THE YANCEY, A CONDOMINIUM UNIT 1003	149.70
400143836	WHITEHEAD/DIANA L	THE YANCEY, A CONDOMINIUM UNIT 1004	124.26
400143844	YENNIFRE, LLC	THE YANCEY, A CONDOMINIUM UNIT 1005	154.66
400143852	ADEN/STEVEN G	THE YANCEY, A CONDOMINIUM UNIT 1006	172.89
400143860	MYERS/JON M & CHANDRA L	THE YANCEY, A CONDOMINIUM UNIT 1101	131.86
400143879	MUSQUIZ/LARRY J	THE YANCEY, A CONDOMINIUM UNIT 1102	154.35
400143887	BUCKLEY/LYNN A	THE YANCEY, A CONDOMINIUM UNIT 1103	104.86
400143895	PERFORMANCE PLUS LIQUIDS INC	THE YANCEY, A CONDOMINIUM UNIT 1104	154.01
400143909	BOLEY/LOREN E	THE YANCEY, A CONDOMINIUM UNIT 1105	154.78
400143917	AULNER/KRISTINE	THE YANCEY, A CONDOMINIUM UNIT 1106	173.01
400144247	HOME FEDERAL SAVINGS & LOAN ASSN	HANN'S FOURTH ADD LT 3	1,777.17
400287218	ARTVEST III	THE YANCEY, A CONDOMINIUM UNIT 002	18.99
400287226	ARTVEST III	THE YANCEY, A CONDOMINIUM UNIT 001	105.94
400287390	ELLISON/ROXANN T	ORIGINAL TOWN W 18.9' OF E 33' OF S 25.1' LT 7 BLK 65	70.50
400292963	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 101	38.74

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400292971	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 201B	58.43
400292998	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 201C	147.09
400293005	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 201D	111.00
400294982	HOME FEDERAL SAVINGS & LOAN	ORIGINAL TOWN PT LTS 1-2-3-4-7 & ALL 5 & 6 & PT VACATED ALLEY BLK 89	390.21
400325705	CALDERON/ELISEO	JENSEN SUB LT 2	135.42
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	-
400467186	GRAND ISLAND LIEDERKRANZ	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND PT LTS 1-2-3 & 4 BLK 87	-
400475235	CITY OF GRAND ISLAND	PARKING RAMP SUB TO THE CITY OF GRAND ISLAND LTS 1-2-& 3	-
			124,237.94

Adopted by the City Council of the City of Grand Island, Nebraska, on September 14, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item D-2

#2021-BE-2 - Consideration of Determining Benefits for Fonner Park Business Improvement District

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

Staff Contact: Patrick Brown

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: September 14, 2021

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

Presenter(s): Patrick Brown, Finance Director

Background

On February 14, 2017, the City Council adopted Ordinance #9622 creating the Fonner Park Business Improvement District (BID). The creating ordinance established the purpose of the District, described the boundaries, and established that real property in the area would be subject to a special assessment to support the purposes of the District. The creating Ordinance requires that a proposed budget for the District be approved by the BID Board and forwarded to the City Council for consideration. On June 3, 2021 the Fonner Park BID Board met and approved the 2021-2022 budget which provides for special assessments in the amount \$10.50/front foot. On August 24, 2021, City Council approved the BID budget and set the date for Board of Equalization as September 14, 2021.

Discussion

The reformation of the Fonner Park BID that occurred in 2017 created the Fonner Park BID as a perpetual entity. In this district, assessments are paid by property owners based on the front footage of the property. Owners are billed for the assessment after approval by City Council sitting as the Board of Equalization on September 14, 2021. The budgeted assessments of \$51,785 will be charged to property owners in the district based on their front footage. Attached is a summary of the notice given to owners within the BID and published in the Grand Island Independent on August 27, September 3, and 10 2021.

Alternatives

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

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

3. Send back to the BID Board for adjustment.

Recommendation

City Administration recommends that the Board of Equalization approve the proposed Special Assessments for the Fonner Park BID totaling \$51,785.

Sample Motion

Move to approve the Special Assessments as proposed.

R E S O L U T I O N 2021-BE-2

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

That the benefits accruing to the real estate in such district to be the total sum of \$51,785; and

Such benefits are equal and uniform; and

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

OWNER	LEGAL NAME	ASSESSMENT
WESTERBY/MICHAEL J & MANDY	JANISCH SUB PT LT 1	1,259.53
DSVK NC, LLC	BROWNELL SUB XC .0051 AC TO ROW LT 1 XC E 10'	695.67
WILTGEN CORP II	KIRKPATRICK SUB LT 5	740.75
WILTGEN CORP II	KIRKPATRICK SUB LT 6	729.65
DA-LY PROPERTIES LLC	LABELINDO SECOND SUB PT LT 1 XC 18.3 FT TO CITY	2,935.56
ZANA/JAMES SCOTT	R & R SUB PT LT 1	1,477.58
CASEY'S RETAIL CO	PLEASANT HOME SUB XC CITY E 1/2 OF S 1/2 BLK 9	1,474.02
LOCUST STREET LLC	PLEASANT HOME SUB XC CITY BLK 16	2,115.44
OBERG/DANNY K	ROEPKE SUB PT LT 2 & PT LT 1	1,620.55
OBERG/DANNY K	ROEPKE SECOND SUB PT LT 1	477.74
EDWARDS BUILDING CORP	FONNER SUB LT 1 XC CITY	1,421.76
BOSELMAN REAL ESTATE LLC	FONNER FOURTH SUB LT 1	5,109.01
RMA INVESTMENTS, LLC	FONNER SECOND SUB XC CITY LT 5	2,098.55
RMA INVESTMENTS, LLC	FONNER SECOND SUB XC CITY LT 6	4,201.63

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THE RAYMOND J O'CONNOR REV TRUST	FONNER THIRD SUB PT LT 1 & PT LT 3	3,568.21
WILLIAMS HOSPITALITY LLC	FONNER THIRD SUB REPLATTED PT LT 3	1,474.87
LOCUST STREET LLC	MISCELLANEOUS TRACTS 21-11-9 PT SE 1/4 SE 1/4 .20 AC TO CITY .817 AC	2,787.79
REILLY/MICHAEL J & CAREY M	JNW SUB LT 1	1,571.43
EDWARDS BUILDING CORP	JNW SECOND SUB LT 1	1,741.24
SAX PIZZA OF AMERICA INC	SAX'S SECOND SUB LT 2	1,135.04
BRADDY/CINDY	MISCELLANEOUS TRACTS XC TO CITY 21-11-9 PT SE 1/4 SE 1/4 .78 AC	1,412.72
AREC 7, LLC	MISCELLANEOUS TRACTS 21-11-9 XC CITY PT SE 1/4 SE 1/4 1.17 AC	2,136.10
SAX PIZZA OF AMERICA INC	SAX'S SECOND SUB LT 1	1,309.30
GOODWILL INDUST OF GREATER NEBR	GOODWILL SIXTH SUB LT 2	1,907.52
HALL COUNTY LIVESTOCK IMPROVEMENT ASSN	MISCELLANEOUS TRACTS 22-11-9 TO THE CITY OF GRAND ISLAND PT SW 1/4 SW 1/4 & PT NW 1/4 SW 1/4 XC .15 A CITY & 1.03 AC FONNER RD XC .05 AC CITY XC .98 AC CITY 23.97 AC	3,344.79
SANCHEZ/FILEMON	R & R SUB PT LT 2	1,463.21
BOSELMAN REAL ESTATE, LLC	FONNER FOURTH SUB TO CITY ROW PT LT 2	1,575.09
		51,784.73

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Adopted by the City Council of the City of Grand Island, Nebraska, on September 14, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item D-3

#2021-BE-3 - Consideration of Determining Benefits for South Locust Business Improvement District

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

Staff Contact: Patrick Brown

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: September 14, 2021

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

Presenter(s): Patrick Brown, Finance Director

Background

On February 14, 2017, the City Council adopted Ordinance #9623 creating the South Locust Business Improvement District (BID). The creating ordinance established the purpose of the District, described the boundaries, and established that real property in the area would be subject to a special assessment to support the purposes of the District. The creating Ordinance requires that a proposed budget for the District be approved by the BID Board and forwarded to the City Council for consideration. On July 1, 2021 the South Locust BID Board met and approved the 2021-2022 budget which provides for special assessments in the amount of \$10.25/front foot. On August 24, 2021, City Council approved the BID budget and set the date for Board of Equalization as September 14, 2021.

Discussion

The reformation of the South Locust BID that occurred in 2017 created the South Locust BID as a perpetual entity. In this district, assessments are paid by property owners based on the front footage of the property. Owners are billed for the assessment after approval by City Council sitting as the Board of Equalization on September 14, 2021. The budgeted assessments of \$100,862.61 will be charged to property owners in the district based on their front footage. Attached is a summary of the notice given to owners within the BID and published in the Grand Island Independent on August 27, September 3, and 10, 2021.

Alternatives

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

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

3. Send back to the BID Board for adjustment.

Recommendation

City Administration recommends that the Board of Equalization approve the proposed Special Assessments for the South Locust BID totaling \$100,862.61

Sample Motion

Move to approve the Special Assessments as proposed.

R E S O L U T I O N 2021-BE-3

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

That the benefits accruing to the real estate in such district to be the total sum of \$101,862.61; and

Such benefits are equal and uniform; and

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

OWNER	LEGAL	ASSESSMENT AMOUNT
MMY HOSPITALITY LLC	BURCH SUB W 273' LT 1 XC CITY	1,435.85
CASEY'S RETAIL COMPANY	BURCH SUB W 125' LT 2-3-4 XC CITY	1,845.31
FUGATE/J LARRY	BURCH SUB LT 5 XC CITY	1,228.31
WILLIAMS/MICHAEL S & SANDRA S	BURCH SECOND SUB LT 1 XC CITY	1,438.49
THE EATING ESTABLISHMENT	RUNZA SUB LT 1 XC CITY	1,577.39
KDIVER, LLC	HOLCOMB'S HIGHWAY HOMES E 100' LT 12 XC CITY & E 100' LT 13 XC CITY	2,049.99
WILLIS/RONALD J & LORI D	HOLCOMB'S HIGHWAY HOMES LT 14 XC CITY	1,123.06
ROYELLE INC	HOLCOMB'S HIGHWAY HOMES LT 15 XC CITY	1,143.19
ROYELLE INC	BARTZ SUB LT 1	1,117.23
MEHRING/DONALD D	SHOVLAIN SECOND SUB LT 3	1,591.79
CARPENTER REAL ESTATE INC	HOLCOMB'S HIGHWAY HOMES S 52' LT 19 & N 1' LT 20	543.24
CARPENTER REAL ESTATE INC	HOLCOMB'S HIGHWAY HOMES S 108' LT 20 XC CITY	1,106.98
ROEBUCK ENTERPRISES, LLC	HOLCOMB'S HIGHWAY HOMES N 60' LT 22 XC CITY	614.99

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RESOLUTION 2021-BE-3

HOLIDAY PLAZA LLC	HOLCOMB'S HIGHWAY HOMES LT 21 XC CITY	1,117.23
DA-LY PROPERTIES LLC	HOLCOMB'S HIGHWAY HOMES N 12' LT 24 XC CITY & S 98' LT 23 XC CITY	1,127.48
ROEBUCK ENTERPRISES, LLC	HOLCOMB'S HIGHWAY HOMES S 49' LT 22 & N 11' LT 23 XC CITY	614.99
LLAMAS JR/MOISES	HOLCOMB'S HIGHWAY HOMES ADDITION S 97' LT 24 XC CITY & N 38' LT 26~ XC CITY & ALL 25 XC CITY~	2,500.95
ALLSTATE BK REAL ESTATE HOLDINGS, LTD	HOLCOMB'S HIGHWAY HOMES N 79' LT 27 XC CITY & S 71' LT 26 XC CITY	1,537.47
SOUTH POINT DEVELOPMENT, LLC	MATTHEWS SUB PT LT 25 XC CITY	2,778.74
KAY ENTERPRISES GRAND ISLAND LLC	GARRISON SUB LT 1 XC CITY	2,348.06
CITY OF GRAND ISLAND	MIL-NIC SECOND SUB TO THE CITY OF GRAND ISLAND LT 1	1,222.33
CALM NIGHTS LLC	MIL-NIC SECOND SUB LT 2	2,803.67
PAULSEN AND SONS INC	ROUSH'S PLEASANTVILLE TERRACE SUB LTS 1 & 28 XC CITY & ALL LTS 2-3-26-27	2,050.50
MEHRING/DONALD D	SHOVLAIN SECOND SUB LT 2	1,257.81
CARPENTER/REX E & JONADYNE A	WOODLAND FIRST SUB LT 1 200' X 400' XC CITY	2,095.94
CARPENTER/REX E & JONADYNE A	WOODLAND FIRST SUB LT 2 200' X 400' XC CITY	2,050.40
VISIONCOMM VENDING, INC	WOODLAND FIRST SUB LT 3 XC CITY	2,050.63
OBERG/DANNY K	WOODLAND FIRST SUB LT 4 XC CITY	2,040.15
BOURKE/JEFFREY T & KARI K	WOODLAND FIRST SUB LT 5 XC CITY	2,050.63
RASMUSSEN JR/RICHARD S	WOODLAND FIRST SUB N 50' OF E 260' LT 6 XC CITY	510.99
PAM'S RENTALS LLC	WOODLAND FIRST SUB S 126' OF E 260' LT 6 XC CITY	1,298.12
ALPHA CORP	WOODLAND FIRST SUB E 260' LT 8 XC CITY	2,104.11
SOUTHEAST CROSSINGS LLC	WOODLAND SECOND SUB LT 11 XC CITY	5,594.63
BOSELMAN INC	WOODLAND SECOND SUB LT 8	

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		1,534.08
CARPENTER REAL ESTATE INC	WOODLAND SECOND SUB LT 9	1,537.48
LAUB-OTTO, LLC	WOODLAND SECOND SUB LT 10	1,623.16
RASMUSSEN JR/RICHARD S	WOODLAND THIRD SUB LT 1 XC N 25' OF E 260' XC CITY	767.97
DJ & DK PROPERTIES LLC	WOODLAND THIRD SUB N 25' OF E 260' LT 1 XC CITY & LT 2 XC CITY	1,280.47
ALLEN/TAMARA J & JOHN L	WOODRIDGE SOUTH SUB LT 1 XC CITY	2,602.30
DEGEN LOCUST LLC	WOODRIDGE SOUTH SUB LT 2 XC CITY	1,138.37
SOUTH POINTE DEVELOPMENT LLC	SOUTH POINTE SUB LT 1	2,536.88
SARASWATI LLC	MISCELLANEOUS TRACTS 27-11-9 PT N 1/2 SW 1/4 SW 1/4 3.03 A	5,138.64
PLATTE VALLEY STATE BANK &	EQUESTRIAN MEADOWS SUB LT 1	1,828.00
ROBB/THEODORE J	MISCELLANEOUS TRACTS 27-11-9 PT NW 1/4 SW 1/4 XC CITY 5.08 AC	3,446.14
THE GRAND ISLAND EXTENDED STAY, LLC	MISCELLANEOUS TRACTS 27-11-9 PT NW 1/4 SW 1/4 PT LT 4 ISLAND XC CITY 4.85 AC	3,298.16
LLAMAS/MOISES & OLIVIA	KNOX SUB LOT 1 XC CITY	1,437.07
ALL FAITHS PROPERTIES, LLC	MISCELLANEOUS TRACTS 27-11-9 PT NW 1/4 NW 1/4 SW 1/4 2.34 AC	2,479.66
PHARMACY PROPERTIES LLC	EQUESTRIAN MEADOWS SUB LT 2	1,486.15
WILLIS/RONALD J & LORI D	MISCELLANEOUS TRACTS 28-11-9 PT NE 1/4 NE 1/4 XC CITY .445 AC	1,025.01
ROBB/MASON D	KNOX THIRD SUB LT 2 XC CITY	1,215.16
ROBB/TED	KNOX THIRD SUB LT 3 XC CITY	789.95
COMMUNITY REDEVELOPMENT AUTHORITY OF GI NE	TALON APARTMENTS SECOND SUB LOT 13	3,973.70
O'REILLY AUTO ENTERPRISES, LLC	RUNZA SUB LT 2 XC CITY	1,595.27
ROBB/MASON D	KNOX THIRD SUB LT 1 XC CITY	1,676.03

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FAULKNER/MARK A & SUZANNE G	EQUESTRIAN MEADOWS SUB LT 3	1,886.30
HERITAGE HOSPITALITY INC	VANOSDALL SUB LT 1	874.66
VANOSDALL/DELVIN WAYNE	VANOSDALL SUB LT 2	721.37
		101,862.61

Adopted by the City Council of the City of Grand Island, Nebraska, on September 14, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item D-4

#2021-BE-4 - Consideration of Determining Benefits for Vehicle Off-Street Parking District #3

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

Staff Contact: Patrick Brown

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: September 14, 2021

Subject: Consideration of Determining Benefits for Vehicle Off-street Parking District #3

Presenter(s): Patrick Brown, Finance Director

Background

The creation of Parking District #3 occurred January 8, 2019. The goal of the new Parking District #3 is to better balance those paying into the Parking District with those who are using and/or most benefit from the Parking District. Under former Parking District No. 1 established in the 1970's the financial burden of parking lot maintenance fell solely upon retail and professional businesses within the district through an occupation tax. Over time, however, the use of downtown properties evolved with retail uses replaced by non-business uses and by use by non-retail and non-professional business. Through formation of Off-street Parking District No. 3 and the levy of special assessments the financial burden of maintaining off-street parking lots will be distributed among the owners of all properties within the district irrespective of the use of the property, whether business, retail, government, religious, or nonprofit. This will achieve a fairer and more equitable distribution of the financial burden among all properties specially benefitted by the availability of convenient free off-street parking within the district.

Discussion

Property owners within the District will be charged a special assessment based on the entire square footage of their buildings. The square footage is based on the information obtained from the County Assessor; however, if square footage was not available from the Assessor then a calculation was done based on outer building dimensions and the number of floors. The total square footage for Parking District #3 is 1,811,612. The special assessment charge for the 2020-2021 year is \$70,109.38 or \$0.0387/square foot.

Property owners who have parking within their property that is open to the public, customers or users of the building can apply for a \$10/space credit. This credit can reduce the amount owed for that property or other properties owned by the same owner within 300 feet down to a minimum of \$0. Any excess that cannot be used will not be paid out to

the property owner or credited to other properties more than 300 feet away. There is an estimated \$13,000 in potential parking spot credits based on estimated property owner owned parking spots. The total estimated net revenue for the 2020-2021 year is \$57,120.

The Board of Equalization will approve the special assessments at their full amounts, as stated in the BOE resolution. If a credit for parking is requested prior to billing then the net amount owed will be billed. If a credit is requested after the bill has been sent, but prior to the bill becoming delinquent (after 50 days) the credit will be applied and a new bill can be generated, if needed. As of the publishing of this item, there has been \$860 requested in credits. Finally, all requests for credits will be reviewed and those that are approved will be allowed.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the board of equalization resolution levying the special assessment and the ordinance for Parking District #3.

Sample Motion

Move to approve the BOE resolution as presented.

RESOLUTION 2021-BE-4

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Vehicle Offstreet Parking District No. 3, 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 \$70,109.38; and

Such benefits are equal and uniform; and

According to the building area of the respective lots, tracts, and real estate within such Vehicle Offstreet Parking District No. 3, such benefits are the sums set opposite the several descriptions as follows:

The name of the owner, legal description, building area and the special tax amounts are as follows:

PARCEL	CURRENT_OW	LEGAL	SQFT	2021 Charge
400004097	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL BLKS 52 & 53 & PT VAC KIMBALL AVE	83,295	\$3,223.52
400004119	CASA DE ORACION, INC	ORIGINAL TOWN N 100.5' E 2/3 LT 1 BLK 54	13,149	\$508.87
400004127	CASA DE ORACION, ONC	ORIGINAL TOWN S 31.9' E 2/3 OF LT 1 BLK 54	1,280	\$49.54
400004135	WING PROPERTIES INC	ORIGINAL TOWN W 1/3 LT 1 BLK 54	-	\$0.00
400004143	WING EMPIRE INC	ORIGINAL TOWN LT 2 BLK 54	18,620	\$720.59
400004151	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 3 BLK 54	-	\$0.00
400004178	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 4 BLK 54	-	\$0.00
400004186	WAYNE/JOHN W & TERESA A	ORIGINAL TOWN N 1/2 W 2/3 LT 6 & N 1/2 LT 5 BLK 54	21,914	\$848.07
400004194	KATROUZOS/GUS G	ORIGINAL TOWN S 60' W 1/3 LT 5 BLK 54	3,924	\$151.86
400004208	KATROUZOS/GUS G	ORIGINAL TOWN S 60' W 16' E 2/3 LT 5 BLK 54	1,856	\$71.83
400004216	PINNACLE BANK	ORIGINAL TOWN E 28' S 1/2 LT 5 & N 6' W 38' S 1/2 LT 5 BLK 54	5,544	\$214.55
400004224	PINNACLE BANK	ORIGINAL TOWN W 22' S 1/2 LT 6 BLK 54	4,356	\$168.58
400004232	WING PROPERTIES INC	ORIGINAL TOWN E 22' W 44' S 1/2 & E 22' LT 6 BLK 54	8,712	\$337.15
400004240	WING PROPERTIES INC	ORIGINAL TOWN W 1/3 LT 7 BLK 54	8,228	\$318.42
400004259	WING PROPERTIES INC	ORIGINAL TOWN C 1/3 LT 7 BLK 54	7,304	\$282.66
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	23,929	\$926.05

Approved as to Form ✕ _____ September 13, 2021 ✕ City Attorney

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400004305	URBAN ISLAND LLC	ORIGINAL TOWN N 1/2 LT 1 BLK 55	12,184	\$471.52
400004313	URBAN ISLAND LLC	ORIGINAL TOWN N 44' OF S 1/2 LT 1 BLK 55	5,280	\$204.34
400004321	IRVINE/VIRGINIA	ORIGINAL TOWN S 22' LT 1 BLK 55	1,320	\$51.08
400004348	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 1/2 LT 3 & ALL LT 2 BLK 55	-	\$0.00
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	-	\$0.00
400004364	HOETFELKER/RUSSELL L	ORIGINAL TOWN S 1/2 W 1/2 LT 3 & S 1/2 LT 4 BLK 55	18,975	\$734.33
400004372	DOWNTOWN CENTER LLC	ORIGINAL TOWN N 67.5' LT 5 BLK 55	-	\$0.00
400004380	ARMSTRONG/MATTHEW E & JANELLE A	ORIGINAL TOWN N 20' S 64.5' LT 5 BLK 55	3,720	\$143.96
400004399	ERIVES ENTERPRISES LLC	ORIGINAL TOWN S 44.5' LT 5 BLK 55	8,530	\$330.11
400004402	FAMOS CONSTRUCTION INC	ORIGINAL TOWN W 2/3 LT 6 BLK 55	15,576	\$602.79
400004429	ARCHIE/JENNIFER L & FLOYD D	ORIGINAL TOWN E 1/3 LT 6 BLK 55	7,568	\$292.88
400004437	NEPPL/KAREN	ORIGINAL TOWN W 1/3 LT 7 BLK 55	5,874	\$227.32
400004445	HEDDE BUILDING LLC	ORIGINAL TOWN E 2/3 LT 7 BLK 55	18,836	\$728.95
400004461	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN W 1/3 LT 8 BLK 55	9,504	\$367.80
400004488	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN C 1/3 LT 8 BLK 55	9,504	\$367.80
400004496	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN E 1/3 LT 8 BLK 55	11,744	\$454.49
400004518	UNION PACIFIC RAILROAD	ORIGINAL TOWN N OF BLKS 55 & 56 134.5' X 550' UP RR ROW	35,460	\$1,372.30
400004526	DOWNTOWN CENTER LLC	ORIGINAL TOWN N 68' LT 1 & ALL LT 2 & E 1/2 LT 3 BLK 56	-	\$0.00
400004534	DOWNTOWN CENTER LLC	ORIGINAL TOWN N 22' S 42' & W 6' S 20' LT 1 BLK 56	-	\$0.00
400004542	DOWNTOWN CENTER LLC	ORIGINAL TOWN N 22' S 64' LT 1 BLK 56	-	\$0.00
400004550	DOWNTOWN CENTER LLC	ORIGINAL TOWN S 20' E 60' LT 1 BLK 56	-	\$0.00
400004569	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL LT 4 & W 1/2 LT 3 BLK 56	-	\$0.00
400004577	MAYHEW/CARL & SUSAN A	ORIGINAL TOWN W 1/3 LT 5 BLK 56	7,964	\$308.21
400004585	TRINTOWN LLC	ORIGINAL TOWN E 2/3 LT 5 BLK 56	16,632	\$643.66
400004593	POHL/JAMES A	ORIGINAL TOWN LT 6 BLK 56	17,424	\$674.31
400004615	JOHNSON/DUANE A & DEE ANN	ORIGINAL TOWN LT 7 BLK 56	24,948	\$965.49
400004623	DOWNTOWN CENTER LLC	ORIGINAL TOWN LT 8 BLK 56	41,938	\$1,623.00

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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	-	\$0.00
400004658	J & B RENTALS LLC	ZILLER SUB LT 1	17,424	\$674.31
400004666	THE GRAND FOUNDATION, INC	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 2/3 LT 6 BLK 57	10,968	\$424.46
400004674	EBMT PROPERTIES, LLC	ORIGINAL TOWN LT 7 BLK 57	26,136	\$1,011.46
400004682	AMUR REAL ESTATE LLC	ORIGINAL TOWN LT 8 BLK 57	21,232	\$821.68
400004690	PREMIER SERVICE PROPERTY MANAGEMENT, LLC	ORIGINAL TOWN LTS 1 & 2 BLK 58	698	\$27.01
400004704	FIRSTIER BANK NATIONAL ASSOC	ORIGINAL TOWN N 1/2 LT 4 & N 1/2 LT 3 BLK 58	-	\$0.00
400004712	FIRSTIER BANK NATIONAL ASSOC	ORIGINAL TOWN LT 5 & W 22' LT 6 BLK 58	17,608	\$681.43
400004720	FIRSTIER BANK NATIONAL ASSOC	ORIGINAL TOWN S 1/2 LT 3 & S 1/2 LT 4 BLK 58	-	\$0.00
400004739	STELK/MARK D	JENSEN SUB LT 1	2,024	\$78.33
400004747	CALDERON/ELISEO	ORIGINAL TOWN W 1/3 LT 7 BLK 58	2,634	\$101.94
400004755	LINDNER-BOMBECK TRUSTEE/MARILYN A	ORIGINAL TOWN C 1/3 LT 7 BLK 58	2,376	\$91.95
400004763	GALVAN/VICTORIA	PRENSA LATINA SUB LT 1	1,892	\$73.22
400004771	CALDERON/ELISEO	PRENSA LATINA SUB LT 2	2,024	\$78.33
400004798	STELK/MARK D	PRENSA LATINA SUB LT 4	4,245	\$164.28
400004801	STELK/MARK D & WANDA L	PRENSA LATINA SUB LT 3	4,240	\$164.09
400004828	MEAD BUILDING CENTERS	ORIGINAL TOWN N 102.5' LT 1 & ALL LT 2 BLK 59	13,464	\$521.06
400004844	T SQUARED PROPERTIES LLC	ORIGINAL TOWN S 29.5' LT 1 BLK 59	-	\$0.00
400004852	THIRD CITY ARCHERS INC	ORIGINAL TOWN S 99' LT 4 & ALL LT 3 BLK 59	7,992	\$309.29
400004860	MEAD BUILDING CENTERS	ORIGINAL TOWN N 33' LT 4 BLK 59	6,996	\$270.75
400004879	SPIRIT IN THE SKY LLC	ORIGINAL TOWN LT 5 BLK 59	8,712	\$337.15
400004887	LUCERO/JOSE LUIS & AURA	ORIGINAL TOWN E 23' W 46' LT 6 BLK 59	3,251	\$125.81
400004895	GERDES/LARRY C & MARY ANN	ORIGINAL TOWN W 23' LT 6 BLK 59	2,998	\$116.02
400004909	BERTA/GARY J & BILLIE J	ORIGINAL TOWN E 20' LT 6 & W 1/2 LT 7 BLK 59	2,100	\$81.27
400004917	T SQUARED PROPERTIES LLC	ORIGINAL TOWN W 22' E 1/2 LT 7 BLK 59	4,972	\$192.42
400004925	T SQUARED PROPERTIES LLC	ORIGINAL TOWN E 11' LT 7 & ALL LT 8 BLK 59	17,787	\$688.36
400005050	D & A INVESTMENTS LLC	ORIGINAL TOWN S 44' LT 1 BLK 62	2,904	\$112.38
400005069	D & A INVESTMENTS	ORIGINAL TOWN N 88' LT 1 BLK 62	5,808	\$224.77

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	LLC			
400005077	D & A INVESTMENTS LLC	ORIGINAL TOWN LT 2 BLK 62	8,712	\$337.15
400005085	D & A INVESTMENTS, INC	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND S 66' LT 4 & N 66' E 57' LT 3 & S 66' LT 3 BLK 62	7,524	\$291.18
400005093	D & A INVESTMENTS LLC	ORIGINAL TOWN N 66' W 9' LT 3 & N 66' LT 4 BLK 62	1,585	\$61.34
400005166	HUENEFELD/DANIEL C & LINDA K	ORIGINAL TOWN LTS 1 & 2 BLK 63	30,956	\$1,198.00
400005174	LL FORGY PROPERTIES, LLC	ORIGINAL TOWN E 2/3 LT 3 BLK 63	17,424	\$674.31
400005182	MASONIC TEMPLECRAFT ASSO OF GI	ORIGINAL TOWN W 1/3 LT 3 & E 1/3 LT 4 BLK 63	11,616	\$449.54
400005190	GUERRERO/ROCIO A ESPARZA	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND W 2/3 LT 4 BLK 63	11,616	\$449.54
400005204	WARDENS & VESTRYMEN OF ST	ST. STEPHENS SUB TO THE CITY OF GRAND ISLAND LT 1	15,561	\$602.21
400005212	WARDENS & VESTRY ST STEPHENS	ST. STEPHENS SUB TO THE CITY OF GRAND ISLAND LT 2	-	\$0.00
400005220	HACK/MONTE C & SHERI S	ORIGINAL TOWN S 88' LT 8 BLK 63	1,668	\$64.55
400005239	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN N 44' LT 8 BLK 63	8,712	\$337.15
400005247	NIELSEN/THOMAS L & LOIS E	ORIGINAL TOWN E 1/3 LT 1 BLK 64	8,657	\$335.03
400005255	HAND/CRAIG C	ORIGINAL TOWN C 1/3 LT 1 BLK 64	7,243	\$280.30
400005263	BOWEN/STEPHEN T & JACQUELINE E	ORIGINAL TOWN W 1/3 LT 1 BLK 64	6,496	\$251.40
400005271	AVILA/LOURDES	ORIGINAL TOWN E 44' LT 2 BLK 64	11,000	\$425.70
400005298	VANWINKLE LIMITED LLC	ORIGINAL TOWN W 1/3 LT 2 BLK 64	4,375	\$169.31
400005301	DOUBLE S PROPERTIES LLC	ORIGINAL TOWN E 1/3 LT 3 BLK 64	8,448	\$326.94
400005328	ALVAREZ/ABRAHAM HERMOSILLO	ORIGINAL TOWN W 2/3 LT 3 BLK 64	16,896	\$653.88
400005336	GERDES/GALEN E & TAMERA M	ORIGINAL TOWN LT 4 BLK 64	26,136	\$1,011.46
400005344	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 5 BLK 64	-	\$0.00
400005352	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 6 & 7 BLK 64	-	\$0.00
400005360	WAGONER/MICHAEL	ORIGINAL TOWN N 22' LT 8 BLK 64	4,158	\$160.91
400005379	TAYLOR/TERRY N & SUSAN M	ORIGINAL TOWN S 1/2 N 1/3 LT 8 BLK 64	4,136	\$160.06
400005387	PERFORMANCE PLUS LIQUIDS, INC	ORIGINAL TOWN N 44' S 88' LT 8 BLK 64	8,712	\$337.15
400005395	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND S 44' LT 8 BLK 64	-	\$0.00
400005409	HEDDE BUILDING LLC	ORIGINAL TOWN LT 1 BLK 65	33,840	\$1,309.61

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400005417	NIELSEN/THOMAS L & LOIS E	ORIGINAL TOWN E 1/3 LT 2 BLK 65	8,712	\$337.15
400005425	TAKE FLIGHT INVESTMENTS LLC	ORIGINAL TOWN C 1/3 LT 2 BLK 65	8,316	\$321.83
400005433	ARCHWAY PARTNERSHIP	ORIGINAL TOWN W 1/3 LT 2 BLK 65	6,666	\$257.97
400005441	TAKE FLIGHT INVESTMENTS, LLC	ORIGINAL TOWN E 1/3 LT 3 BLK 65	4,884	\$189.01
400005468	IGLESIA EVANGELICA PENTECOSTES	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND C 1/3 LT 3 BLK 65	7,304	\$282.66
400005476	SPOTANSKI/MARK & TERESA	ORIGINAL TOWN W 1/3 LT 3 BLK 65	7,920	\$306.50
400005484	HOFFER/ALLEN & LINDA	ORIGINAL TOWN E 1/3 LT 4 BLK 65	7,920	\$306.50
400005492	SHADA CONSTRUCTION, LLC	ORIGINAL TOWN W 2/3 LT 4 BLK 65	16,494	\$638.32
400005506	J & B RENTALS LLC	ORIGINAL TOWN S 44' N 1/2 LT 5 BLK 65	8,536	\$330.34
400005514	TAYLOR/TERRY N & SUSAN M	ORIGINAL TOWN N 22' LT 5 BLK 65	4,356	\$168.58
400005522	J O ENTERPRISES INC	ORIGINAL TOWN S 1/2 LT 5 BLK 65	8,148	\$315.33
400005530	J & B RENTALS LLC	ORIGINAL TOWN W 1/3 LT 6 BLK 65	5,128	\$198.45
400005549	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN E 2/3 LT 6 BLK 65	14,048	\$543.66
400005557	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN W 1/2 LT 7 BLK 65	9,900	\$383.13
400005565	C & S GROUP LLC	ORIGINAL TOWN N 55' E 1/2 LT 7 & N 55' LT 8 BLK 65	-	\$0.00
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	5,430	\$210.14
400005581	PARMLEY/DAVID J	ORIGINAL TOWN C 22' E 4' LT 7 & C 22' LT 8 BLK 65	4,620	\$178.79
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	6,720	\$260.06
400005611	AZTECA MARKET LLC	ORIGINAL TOWN LTS 1 & 2 BLK 66	52,272	\$2,022.93
400005638	FRANCO ENTERTAINMENT, LLC	ORIGINAL TOWN W 2/3 LT 3 XC W 17.5' OF S 44' BLK 66	12,358	\$478.25
400005646	VIPPERMAN/JOHN FREDRICK	ORIGINAL TOWN E 1/3 LT 3 BLK 66	8,712	\$337.15
400005654	RISE PROPERTIES, LLC	ORIGINAL TOWN N 88' E 1/3 LT 4 BLK 66	5,094	\$197.14
400005662	ARENDS/SIERRA	ORIGINAL TOWN N 88' C 1/3 LT 4 BLK 66	5,148	\$199.23
400005670	WING EMPIRE INC	ORIGINAL TOWN N 80' W 1/3 LT 4 BLK 66	4,620	\$178.79
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	27,104	\$1,048.92
400005697	PEACEFUL ROOT LLC	ORIGINAL TOWN W 1/3 LT 6 & ALL LT 5 BLK 66	27,407	\$1,060.65

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400005700	PEACEFUL ROOT LLC	ORIGINAL TOWN E 2/3 LT 6 & W 1/3 LT 7 BLK 66	21,780	\$842.89
400005719	RAWR HOLDINGS LLC	ORIGINAL TOWN E 2/3 LT 7 BLK 66	7,832	\$303.10
400005721	PROCON MANAGEMENT INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 100 (1ST FLOOR)~	3,139	\$121.48
400005722	PROCON MANAGEMENT INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 101 (FIRST FLOOR)~	3,260	\$126.16
400005723	PROCON MANAGEMENT INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 201 (2ND FLOOR)	7,049	\$272.80
400005725	GRAND ISLAND REAL ESTATE	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 301 (3RD FLOOR)	7,223	\$279.53
400005727	PROCON MANAGEMENT INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 001 (BASEMENT)	8,406	\$325.31
400005729	OLD CITY HALL COND ASSO INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME(COMMON AREA)	3,753	\$145.24
400005735	CITY OF GI	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND N 1/2 BLK 67	-	\$0.00
400005743	COUNTY OF HALL NEBRASKA	ORIGINAL TOWN S 1/2 BLK 67	8,945	\$346.17
400005751	S&V INVESTMENTS, LLC	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 1/3 LT 2 & ALL LT 1 BLK 68	-	\$0.00
400005786	S & V INVESTMENTS LLC	SV SUB LT 1	10,560	\$408.67
400006685	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL BLK 78 & VACATED ALLEY	49,773	\$1,926.22
400006707	EQUITABLE BLDG & LOAN ASSN/THE	ORIGINAL TOWN LT 1 BLK 79	434	\$16.80
400006715	EQUITABLE BLDG & LOAN ASSN OF GI	ORIGINAL TOWN LT 2 BLK 79	-	\$0.00
400006723	EQUITABLE BLDG & LOAN ASSN/THE	ORIGINAL TOWN S 44' LT 3 & S 44' LT 4 BLK 79	8,690	\$336.30
400006766	EQUITABLE BLDG & LOAN ASSN OF GI	ORIGINAL TOWN N 26' 10.5 LT 8 BLK 79	-	\$0.00
400006774	EQUITABLE BLDG & LOAN ASSN OF G I	ORIGINAL TOWN S 17' 1.5 N 44' LT 8 BLK 79	-	\$0.00
400006782	EQUITABLE BLDG & LOAN ASSN OF G I	ORIGINAL TOWN S 88' LT 8 BLK 79	-	\$0.00
400006790	CALDERON/ELISEO	ORIGINAL TOWN E 22' LT 4 & W 22' LT 3 BLK 80	17,600	\$681.12
400006809	CALDERON/ELISEO	ORIGINAL TOWN W 44' LT 4 BLK 80	17,864	\$691.34
400006812	NORTHWESTERN BELL TELE CO	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 5-6-7 BLK 80	86,184	\$3,335.32
400006820	NORTHWESTERN BELL TELE CO	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND N 44' LT 8 BLK 80	-	\$0.00
400006839	MCDERMOTT/NIELS C &	ORIGINAL TOWN C 1/3 LT 8 BLK 80	2,836	\$109.75

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	VIRGINIA A			
400006847	HALL CO	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 1-2 & E 44' LT 3 BLK 80	30,263	\$1,171.18
400006863	MITCHELL/DEREK L & RUTH E	ORIGINAL TOWN S 44' LT 8 BLK 80	2,904	\$112.38
400006871	VICTORY BIBLE FELLOWSHIP OF THE	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 1 BLK 81	34,752	\$1,344.90
400006898	GRAND ISLAND AREA CHAMBER OF COMMERCE	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 2/3 LT 2 BLK 81	12,760	\$493.81
400006901	TRAMPE/RONALD EUGENE	ORIGINAL TOWN W 1/3 LT 2 BLK 81	2,420	\$93.65
400006928	TINAJERO/FRANCISCO	ORIGINAL TOWN E 1/3 LT 3 BLK 81	2,464	\$95.36
400006936	ENCINGER ENTERPRISES LLC	ORIGINAL TOWN C 1/3 LT 3 BLK 81	7,106	\$275.00
400006944	ZOUL PROPERTIES, LLC	ORIGINAL TOWN W 1/3 LT 3 & ALL 4 BLK 81	4,860	\$188.08
400006952	MEHRING & SHADA PROPERTIES LLC	ORIGINAL TOWN LT 5 BLK 81	5,868	\$227.09
400006960	MEHRING & SHADA PROPERTIES LLC	ORIGINAL TOWN LT 6 BLK 81	2,426	\$93.89
400006979	WHEELER STREET PARTNERSHIP	ORIGINAL TOWN LT 7 & S 2/3 LT 8 BLK 81	10,540	\$407.90
400006987	WHEELER ST PARTNERSHIP	ORIGINAL TOWN N 1/3 LT 8 BLK 81	7,656	\$296.29
400006995	GRAND ISLAND INDEPENDENT	ORIGINAL TOWN LT 1 & PT VAC ALLEY BLK 82	-	\$0.00
400007002	GRAND ISLAND INDEPENDENT	ORIGINAL TOWN LT 2 & PT VAC ALLEY BLK 82	4,742	\$183.52
400007010	GRAND ISLAND INDEPENDENT	ORIGINAL TOWN LT 3 & PT VAC ALLEY BLK 82	-	\$0.00
400007029	GRAND ISLAND INDEPENDENT	ORIGINAL TOWN LT 4 & PT VAC ALLEY BLK 82	-	\$0.00
400007037	GRAND ISLAND INDEPENDENT	ORIGINAL TOWN LTS 5-6-7-8 & PT VAC ALLEY BLK 82	29,053	\$1,124.35
400007223	GRAND ISLAND LIEDERKRANZ	ORIGINAL TOWN PT LTS 1-2-3 & 4 BLK 87	33,632	\$1,301.56
400007304	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL BLK 88	-	\$0.00
400007312	DODGE & ELK PARK LOTS	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND PT BLK 89	-	\$0.00
400007320	THOMPSON/CHRIS	ORIGINAL TOWN N 60' FR LTS 1 & 2 & N 60' OF E 24' OF LT 3 BLK 89	17,122	\$662.62
400039605	HALL CO	COURT HOUSE ADD TO THE CITY OF GRAND ISLAND LT 1	-	\$0.00
400039613	HALL CO	COURT HOUSE ADD TO THE CITY OF GRAND ISLAND LT 2	-	\$0.00
400039621	HALL CO	COURT HOUSE ADD TO THE CITY OF GRAND ISLAND LT 3	-	\$0.00
400039648	HALL CO	COURT HOUSE ADD TO THE CITY OF GRAND ISLAND LT 4	-	\$0.00

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400135868	L.P.B. LLC	GILBERT'S SUB NORTH, PART OF BLK 79, ORIGINAL TOWN 22' X 99' LT A	2,904	\$112.38
400135876	EQUITABLE BUILDING & LOAN ASSOC	GILBERT'S SUB NORTH, PART OF BLK 79, ORIGINAL TOWN LT B	1,452	\$56.19
400143259	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 102	939	\$36.34
400143267	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 103	1,364	\$52.79
400143275	EQUITABLE BUILDING & LOAN ASSN/THE	THE YANCEY, A CONDOMINIUM UNIT 104	3,367	\$130.30
400143283	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 201A	3,616	\$139.94
400143291	DEVCO INVESTMENT CORPORATION	THE YANCEY, A CONDOMINIUM UNIT 301	787	\$30.46
400143305	GEORGE/MOLLIE JO	THE YANCEY, A CONDOMINIUM UNIT 302	567	\$21.94
400143313	FARR/THOMAS M & NITA J	THE YANCEY, A CONDOMINIUM UNIT 303	730	\$28.25
400143321	JENSEN/PATTI	THE YANCEY, A CONDOMINIUM UNIT 304	734	\$28.41
400143348	HINRICHS/DARRELL D & MARLENE M	THE YANCEY, A CONDOMINIUM UNIT 305	910	\$35.22
400143356	HETTLE/MICHAEL	THE YANCEY, A CONDOMINIUM UNIT 401	582	\$22.52
400143364	GOMEZ/SARA	THE YANCEY, A CONDOMINIUM UNIT 402	654	\$25.31
400143372	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 403	631	\$24.42
400143380	MEYER/RONNY A & LYNN M	THE YANCEY, A CONDOMINIUM UNIT 404	722	\$27.94
400143399	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 405	630	\$24.38
400143402	POWERS/YOLANDA L	THE YANCEY, A CONDOMINIUM UNIT 406	623	\$24.11
400143410	THE A-A-RON GROUP, LLC	THE YANCEY, A CONDOMINIUM UNIT 407	900	\$34.83
400143429	LUCE/ERIC D	THE YANCEY, A CONDOMINIUM UNIT 501	582	\$22.52
400143437	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 502	671	\$25.97
400143445	QUALITY QTRS. LLC	THE YANCEY, A CONDOMINIUM UNIT 503	631	\$24.42
400143453	JENSEN/PATTI	THE YANCEY, A CONDOMINIUM UNIT 504	722	\$27.94
400143461	FIELDGROVE/SUSAN LEA	THE YANCEY, A CONDOMINIUM UNIT 505	630	\$24.38
400143488	BERGHOLZ/MICHAEL J	THE YANCEY, A CONDOMINIUM UNIT 506	623	\$24.11
400143496	ALEXANDER/WENDY L	THE YANCEY, A CONDOMINIUM UNIT 507	900	\$34.83
400143518	ROE/JIM GAYLORD & ADRIANA	THE YANCEY, A CONDOMINIUM UNIT 601	582	\$22.52

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400143526	ROE/JIM GAYLORD & ADRIANA	THE YANCEY, A CONDOMINIUM UNIT 602	671	\$25.97
400143534	POST/KAELEIGH	THE YANCEY, A CONDOMINIUM UNIT 603	631	\$24.42
400143542	JOHNSTON/ANDREW COLE	THE YANCEY, A CONDOMINIUM UNIT 604	722	\$27.94
400143550	NELSON/DEAN A	THE YANCEY, A CONDOMINIUM UNIT 605	630	\$24.38
400143569	LEE/EVAN E & TEREASA T MCDONALD	THE YANCEY, A CONDOMINIUM UNIT 606	623	\$24.11
400143577	KILE/ABBY	THE YANCEY, A CONDOMINIUM UNIT 607	900	\$34.83
400143585	HINRICHS/DARRELL & MARLENE	THE YANCEY, A CONDOMINIUM UNIT 701	582	\$22.52
400143593	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 702	671	\$25.97
400143607	LUBER/HANNAH	THE YANCEY, A CONDOMINIUM UNIT 703	631	\$24.42
400143615	BURTSCHER/JAN L	THE YANCEY, A CONDOMINIUM UNIT 704	722	\$27.94
400143623	SEADREAM ENTERPRISES, LLC	THE YANCEY, A CONDOMINIUM UNIT 705	630	\$24.38
400143631	WAINWRIGHT/TODD AARON	THE YANCEY, A CONDOMINIUM UNIT 706	623	\$24.11
400143658	SABELS/MARTIN C	THE YANCEY, A CONDOMINIUM UNIT 707	900	\$34.83
400143666	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 801	582	\$22.52
400143674	APPEL/AUSTIN	THE YANCEY, A CONDOMINIUM UNIT 802	671	\$25.97
400143682	ZAVALA/VINCENT & SHARON	THE YANCEY, A CONDOMINIUM UNIT 803	740	\$28.64
400143690	NESIBA/ MERLIN J & JUDY M	THE YANCEY, A CONDOMINIUM UNIT 804	1,062	\$41.10
400143704	POWERS/YOLANDA L	THE YANCEY, A CONDOMINIUM UNIT 805	803	\$31.08
400143712	NELSON/JACK L	THE YANCEY, A CONDOMINIUM UNIT 806	1,001	\$38.74
400143720	HINRICHS/DARRELL D & MARLENE	THE YANCEY, A CONDOMINIUM UNIT 901	582	\$22.52
400143739	STEVENS/KARI	THE YANCEY, A CONDOMINIUM UNIT 902	671	\$25.97
400143747	DETLEFSEN/DARRELL F & LISA	THE YANCEY, A CONDOMINIUM UNIT 903	740	\$28.64
400143755	NICKERSON/MITCHELL & SUSAN	THE YANCEY, A CONDOMINIUM UNIT 904	1,062	\$41.10
400143763	DIZMANG/TAMMY L	THE YANCEY, A CONDOMINIUM UNIT 905	803	\$31.08
400143771	JENSEN/PATTI	THE YANCEY, A CONDOMINIUM UNIT 906	1,001	\$38.74
400143798	TODD/LINDA M	THE YANCEY, A CONDOMINIUM UNIT 1001	582	\$22.52

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400143801	WEINRICH/WILLIAM	THE YANCEY, A CONDOMINIUM UNIT 1002	671	\$25.97
400143828	JENSEN/PATTI	THE YANCEY, A CONDOMINIUM UNIT 1003	740	\$28.64
400143836	WHITEHEAD/DIANA L	THE YANCEY, A CONDOMINIUM UNIT 1004	1,062	\$41.10
400143844	YENNIFRE, LLC	THE YANCEY, A CONDOMINIUM UNIT 1005	803	\$31.08
400143852	ADEN/STEVEN G	THE YANCEY, A CONDOMINIUM UNIT 1006	1,001	\$38.74
400143860	MYERS/JON M & CHANDRA L	THE YANCEY, A CONDOMINIUM UNIT 1101	582	\$22.52
400143879	MUSQUIZ/LARRY J	THE YANCEY, A CONDOMINIUM UNIT 1102	671	\$25.97
400143887	BUCKLEY/LYNN A	THE YANCEY, A CONDOMINIUM UNIT 1103	740	\$28.64
400143895	PERFORMANCE PLUS LIQUIDS INC	THE YANCEY, A CONDOMINIUM UNIT 1104	1,062	\$41.10
400143909	BOLEY/LOREN E	THE YANCEY, A CONDOMINIUM UNIT 1105	803	\$31.08
400143917	AULNER/KRISTINE	THE YANCEY, A CONDOMINIUM UNIT 1106	1,001	\$38.74
400287218	ARTVEST III	THE YANCEY, A CONDOMINIUM UNIT 002	514	\$19.89
400287226	ARTVEST III	THE YANCEY, A CONDOMINIUM UNIT 001	2,068	\$80.03
400287390	ELLISON/ROXANN T	ORIGINAL TOWN W 18.9' OF E 33' OF S 25.1' LT 7 BLK 65	450	\$17.42
400292963	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 101	227	\$8.78
400292971	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 201B	437	\$16.91
400292998	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 201C	1,100	\$42.57
400293005	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 201D	839	\$32.47
400293498	UNION PACIFIC RAILROAD	MISCELLANEOUS TRACTS 15-11-9 TO CITY OF G I, PT NW 1/4, LOCATED S~OF BLKS 44-45-46-47-48 O.T.~	-	\$0.00
400293501	UNION PACIFIC RAILROAD	MISCELLANEOUS TRACTS 16-11-9 TO THE CITY OF GRAND ISLAND PT NE 1/4	-	\$0.00
400294982	HOME FEDERAL SAVINGS & LOAN	ORIGINAL TOWN PT LTS 1-2-3-4-7 & ALL 5 & 6 & PT VACATED ALLEY BLK 89	416	\$16.10
400325705	CALDERON/ELISEO	JENSEN SUB LT 2	1,650	\$63.86
400328798	MEAD BUILDING CENTERS	IMPROVEMENTS ONLY LOCATED ON NO OF BLK 59 O.T. MISC TRACTS 16-11-9 LANDOWNER: U NION PACIFIC RAILROAD	25,439	\$984.49
400367009	IGLESIA EVANGELICA PENTECOSTES	ZILLER SUB LT 2	16,254	\$629.03

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400401681	GRAND ISLAND/CITY OF	WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND VACATED ST SOUTH OF LT 1	-	\$0.00
400424177	CITY OF GRAND ISLAND	ORIGINAL TOWN S 1/2 LT 1 BLK 57	-	\$0.00
400467186	GRAND ISLAND LIEDERKRANZ	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND PT LTS 1-2-3 & 4 BLK 87	33,632	\$1,301.56
400475235	CITY OF GRAND ISLAND	PARKING RAMP SUB TO THE CITY OF GRAND ISLAND LTS 1-2-& 3	-	\$0.00
				\$70,109.38

Upon due and proper application received from the owner of any assessed tract or parcel, a tax credit may be provided in the amount of \$10.00 for each private parking space located upon the assessed tract or parcel, which credit shall be applied against the special tax due not to exceed the amount of the special assessment and tax. To qualify for credit, a parking space shall be of sufficient size for parking a passenger car or larger.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on September 14, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item E-1

Public Hearing on Acquisition of Utility Easement - 205 Roberts Street - Lineage NE Grand Island RE, LLC

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: September 14, 2021

Subject: Acquisition of Utility Easement – 205 Roberts Street –
Lineage NE Grand Island RE, LLC

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire utility easement relative to the property of Lineage NE Grand Island RE, LLC, located through a part of the East Half of the Southwest Quarter (E ½, SW ¼) of Section Four (4), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska (205 Roberts Street), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

Lineage has requested a new three-phase electrical service to accompany electrical upgrades at their existing warehouse located at 205 Roberts Street. Approximately 75 linear feet of 4” PVC conduit with 4/0 cable and a 750 kVA pad-mount transformer will be installed to accommodate the new service. The proposed easement will allow the Utilities Department to install, access, operate, and maintain the electrical infrastructure at this location.

Alternatives

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

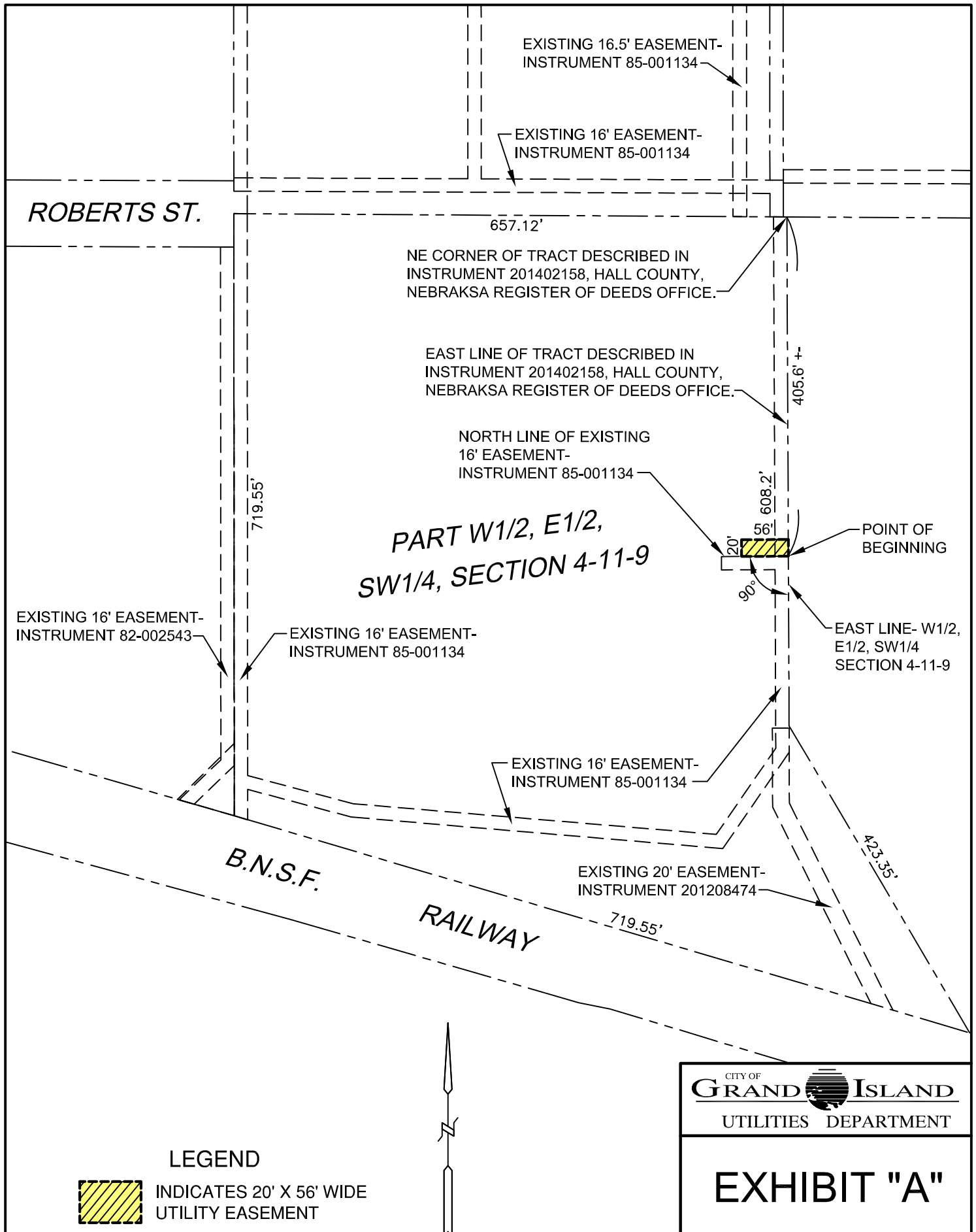
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, September 14, 2021

Council Session

Item E-2

Public Hearing on Acquisition of Public Sanitary Sewer Easement in Bosselman Crossing Subdivision- 3436 S Locust Street (Bosselman Pump & Pantry, Inc.)

Council action will take place under Consent Agenda item G-20.

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: September 14, 2021

Subject: Public Hearing on Acquisition of Public Easement in Bosselman Crossing Subdivision- 3436 S Locust Street (Bosselman Pump & Pantry, Inc.)

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

Background

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

Public easements were dedicated with the original plat of Bosselman Crossing Subdivision, before site design was complete. The initial location of the sanitary sewer easement was estimated and needs to be relocated, therefore City Council is being asked at tonight's meeting to vacate the initial easement and acquire a new one in the appropriate location. A sketch is attached to show the easement area.

Discussion

To allow for proper location of the sanitary sewer easement in Bosselman Crossing Subdivision it is requested that the initially dedicated sanitary sewer easement be vacated with acquisition of the appropriate location by the City of Grand Island, according to the attached sketch.

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

Alternatives

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

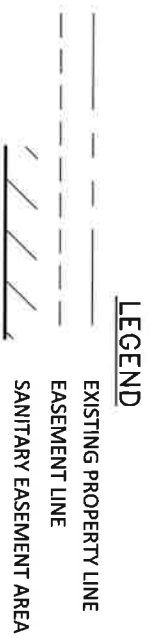
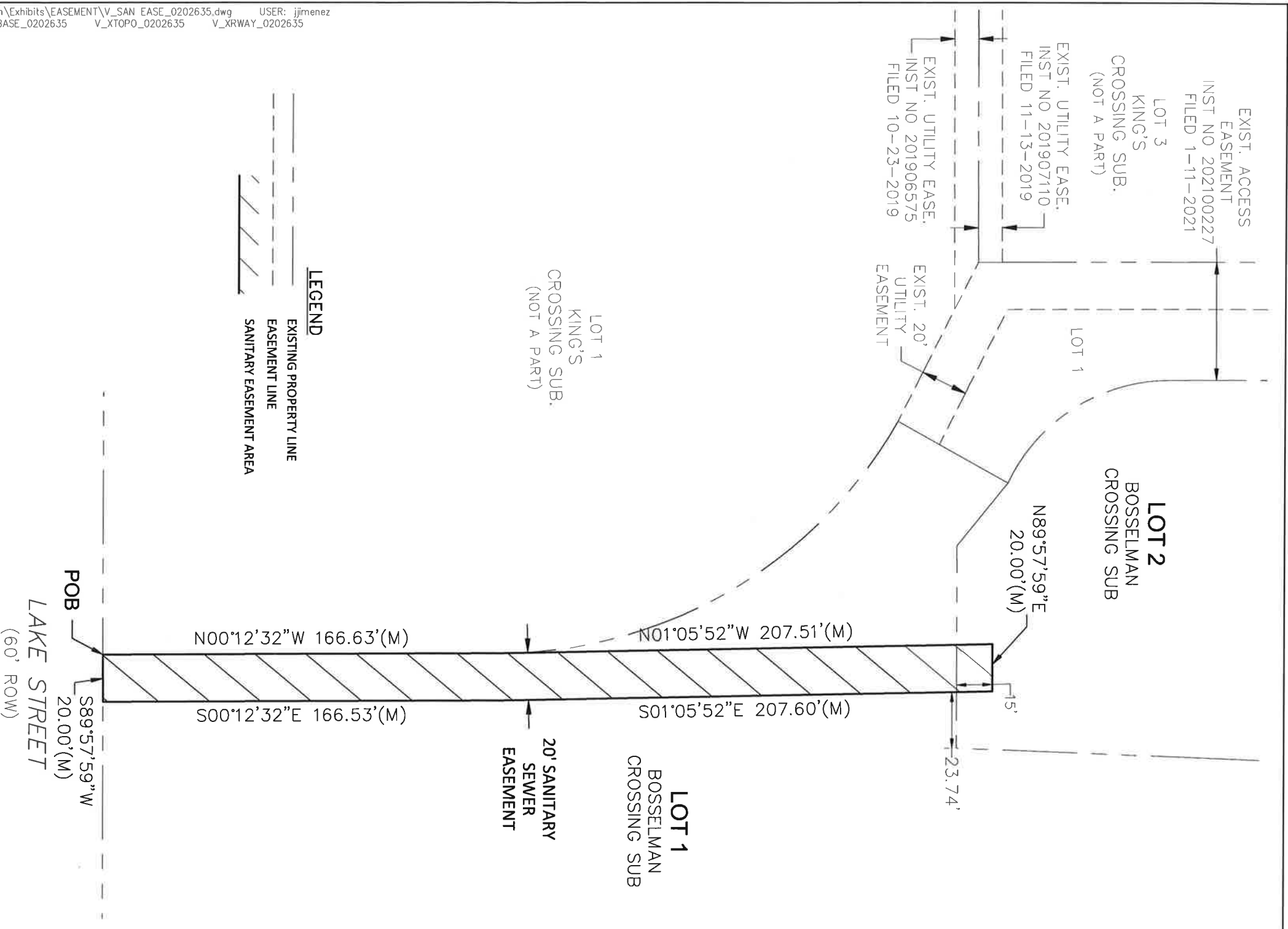
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the acquisition of the sanitary sewer easement.

Sample Motion

Motion to approve the resolution.



SANITARY EASEMENT DESCRIPTION

A 20 FT SANITARY EASEMENT LOCATED IN PART OF LOTS 1 AND 2, BOSSELMAN CROSSING SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A SOUTHWEST CORNER OF SAID LOT 1, BOSSELMAN CROSSING SUBDIVISION AND SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N00°12'32"W, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 166.63 FEET; THENCE N01°05'52"W A DISTANCE OF 207.51 FEET; THENCE N89°57'59"E A DISTANCE OF 20.00 FEET; THENCE S01°05'52"E A DISTANCE OF 207.60 FEET; THENCE S00°12'32"E A DISTANCE OF 166.53 FEET TO A POINT ON SAID SOUTH LINE OF LOT 1 AND SAID NORTH RIGHT-OF-WAY LINE OF LAKE STREET; THENCE S89°57'59"W, ALONG SAID SOUTH LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID SANITARY EASEMENT CONTAINS 7481.71 SQUARE FEET OR 0.172 ACRES MORE OR LESS.

DWG: F:\2020\2501-3000\020-2635\40-Design\Exhibits\EASEMENT\V_SAN EASE_0202635.dwg USER: jjimenez
 DATE: Aug 26, 2021 3:58pm XREFS: C_PBASE_0202635 V_XTOPO_0202635 V_XRWAY_0202635

PROJECT NO: 020-2635
 DRAWN BY: JMJ
 DATE: 08.26.2021

SANITARY EASEMENT



201 East 2nd Street
 Grand Island, NE 68801
 TEL 308.384.8750

EXHIBIT
1



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item E-3

Public Hearing on Request from Central District Health Department for a Conditional Use Permit to allow for a Temporary Building located at 1137 South Locust Street

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

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: September 14, 2021

Subject: Request of Central District Health Department. for Approval of a Conditional Use Permit to Allow for a Temporary Building at 1137 South Locust Street

Presenter(s): Craig Lewis, Building Department Director

Background

This request is for approval of a conditional use permit to allow for a temporary building to be placed at 1137 South Locust Street to facilitate COVID Testing and vaccination.

The property is currently zoned B-2 General Business, that zoning classification does not allow for the placement of temporary buildings without the approval of the City Council in the form of a Conditional Use permit.

Approvals may be granted from the City Council as zoning regulations do not provide for temporary buildings unless approved by the City Council.

Section 36-89 of the City Code provides for temporary buildings and uses not to exceed two years in undeveloped areas and six months in developed areas of the City.

I believe the intent of Section 36-89 is to allow for temporary buildings and uses for a time certain to allow permanent facilities to be constructed, or studied to determine feasibility, or simply to allow a temporary use as the Health Department has requested.

Discussion

This request is for approval to place Rapid on Demand Portable Medical Platforms to facilitate COVID testing and vaccination for a two year period. The proposal is to locate an All Season Drive thru pod, consisting of three pod with a total footprint of 20' x 35' on the existing site of the Health Department.

If approved, compliance with additional building regulations will still be needed to secure the pods to the parking lot and provide adequate electrical power.

The site location is such that it would not appear that this request will have any negative impact on the neighboring properties.

Alternatives

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

1. Approve the request for the Conditional Use Permit finding that the proposed application is and will continue to be in conformance with the purpose of the zoning regulations.
2. Disapprove or Deny the request, finding that the proposed application does not conform to the purpose of the zoning regulations.
3. Approve the request with additional or revised conditions and a finding of fact.
4. Refer the matter to a special committee for a determination of a finding of fact.
5. Table the issue.

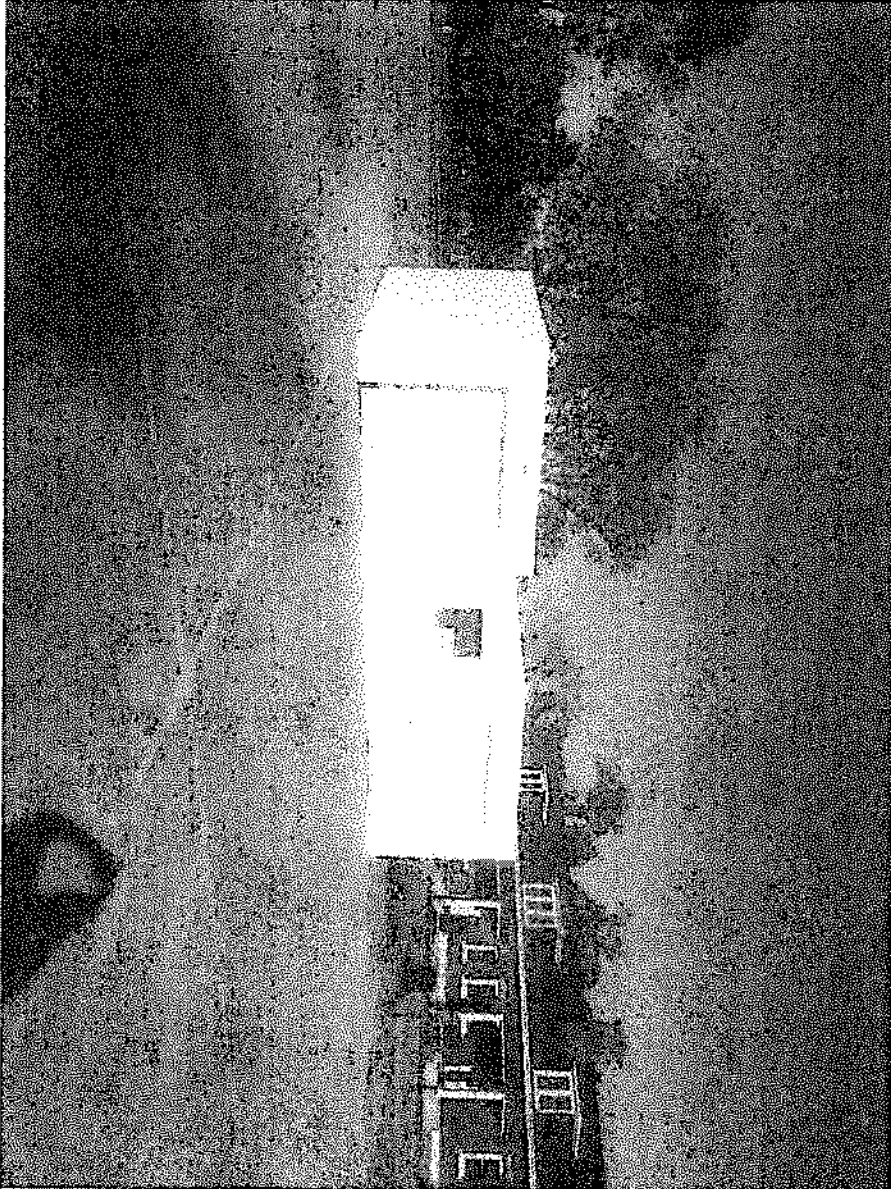
Recommendation

Approve the request for a two year period, as a temporary use, finding that the request does promote health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Sample Motion

Move to approve the request for a conditional use permit including the staff recommendations, finding that the application conforms with the purpose of the zoning regulations.

ROD-PMP All Seasons Drive Thru Design



PEI proprietary data



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item E-4

Public Hearing on Annexation of Property Located at 1118 N. North Road (Lot 1 of Hanover 2nd Subdivision)

Council action will take place under Ordinances item F-7.

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: September 14, 2021

Subject: Annexation of Property at 1118 N. North Road (Lot 1 of Hanover 2nd Subdivision)

Presenter(s): Chad Nabity, AICP

Background

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

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

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

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

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

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

Discussion

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

From the September 1, 2021 Planning Commission Meeting:

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

O’Neill opened the public hearing:

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

O’Neill closed the public hearing:

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

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

The next step is for Council to hold a public hearing and consider approval of the ordinance to annex the property. Annexation ordinances must be read on three separate occasions.

Alternatives

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

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

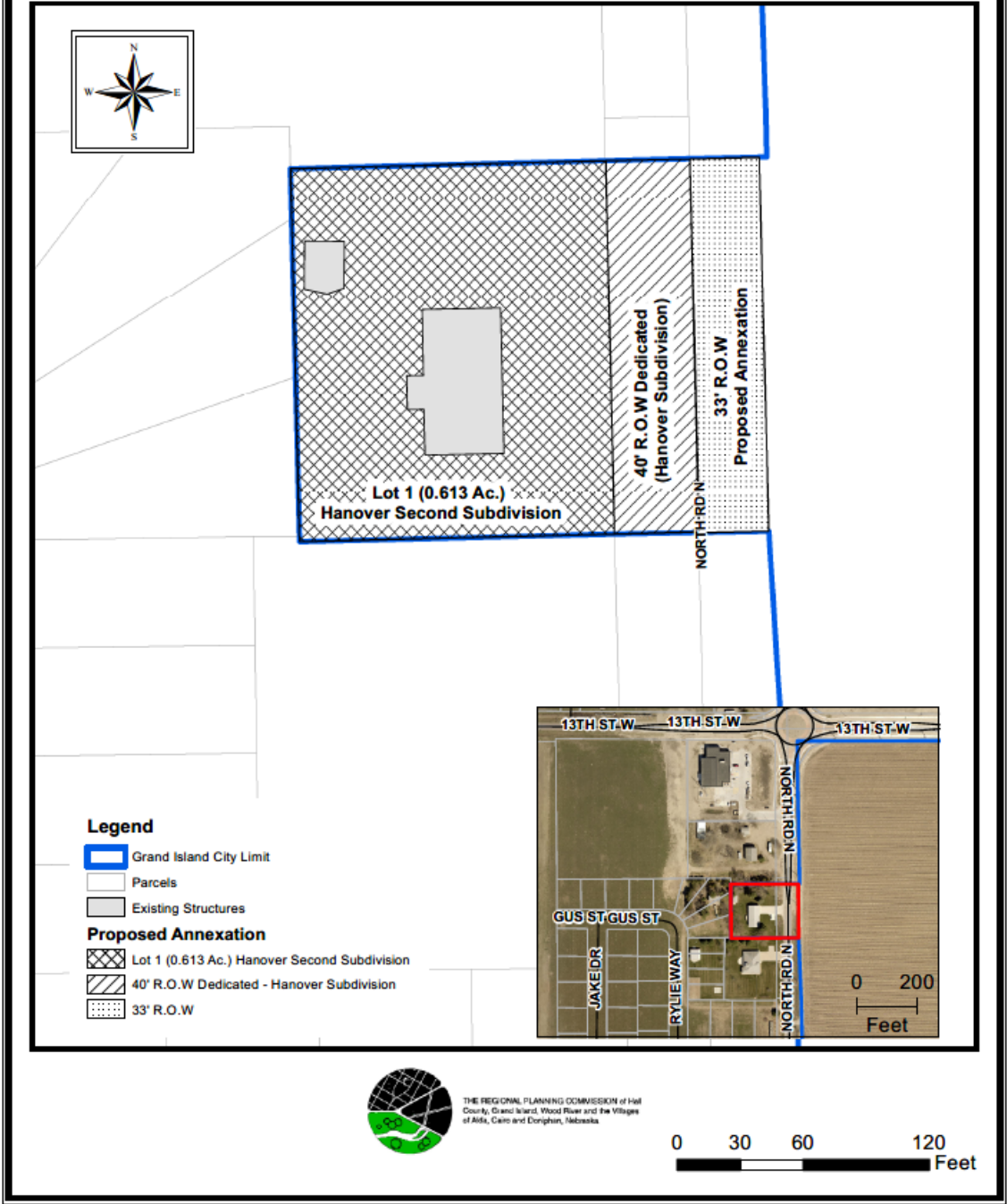
Recommendation

That Council pass the ordinance for annexation as presented.

Sample Motion

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

PROPOSED ANNEXATION LOCATION MAP



THE REGIONAL PLANNING COMMISSION of Holt County, Missouri, Wood River and the Villages of Aids, Cairo and Doniphan, Missouri

ANNEXATION PLAN LOT 1 HANOVER SECOND SUBDIVISION AUGUST 2021

OVERVIEW

Section 16-117 of The Nebraska State Statute allows municipalities of the first class to annex any contiguous or adjacent lands, lots, tracts, streets, or highways that are urban or suburban in character and in such direction as may be deemed proper.

Regulations governing municipal annexation were implemented in order to develop an equitable system for adding to and increasing city boundaries as urban growth occurs. Areas of the community that are urban in nature, and are contiguous to existing boundaries, are appropriate for consideration of annexation.

Annexation of urban areas adjacent to existing city boundaries can be driven by many factors. The following are reasons annexation should be considered:

1. Governing urban areas with the statutorily created urban form of government, municipalities have historically been charged with meeting the needs of the expanded community.
2. Provide municipal services. Municipalities are created to provide the governmental services essential for sound urban development and for the protection of health, safety and well being of residents in areas that are used primarily for residential, industrial, and commercial purposes.
3. Ensure orderly growth pursuant to land use, building, street, sidewalk, sanitary sewer, storm sewer, water, and electrical services.
4. Provide more equitable taxation to existing property owners for the urban services and facilities that non-city residents in proposed annexation areas use on a regular basis such as parks, streets, public infrastructure, emergency services, retail businesses and associated support.
5. Ensure ability to impose and consistently enforce planning processes and policies.
6. Address housing standards and code compliance to positively impact quality of life for residents.
7. Enable residents of urban areas adjacent to city to participate in municipal issues, including elections that either do or will have an impact on their properties.
8. Anticipate and allocate resources for infrastructure improvements.
9. Increase number of street or lane miles while increasing gas tax dollars received from the Nebraska Department of Roads.
10. Provide long term visioning abilities as it relates to growth and provision of services.

City Services Available and to be provided

A comprehensive inventory of services and facilities, relative to the types and level of services currently being provided as well as the types of level of services anticipated as a result of annexation, has been developed.

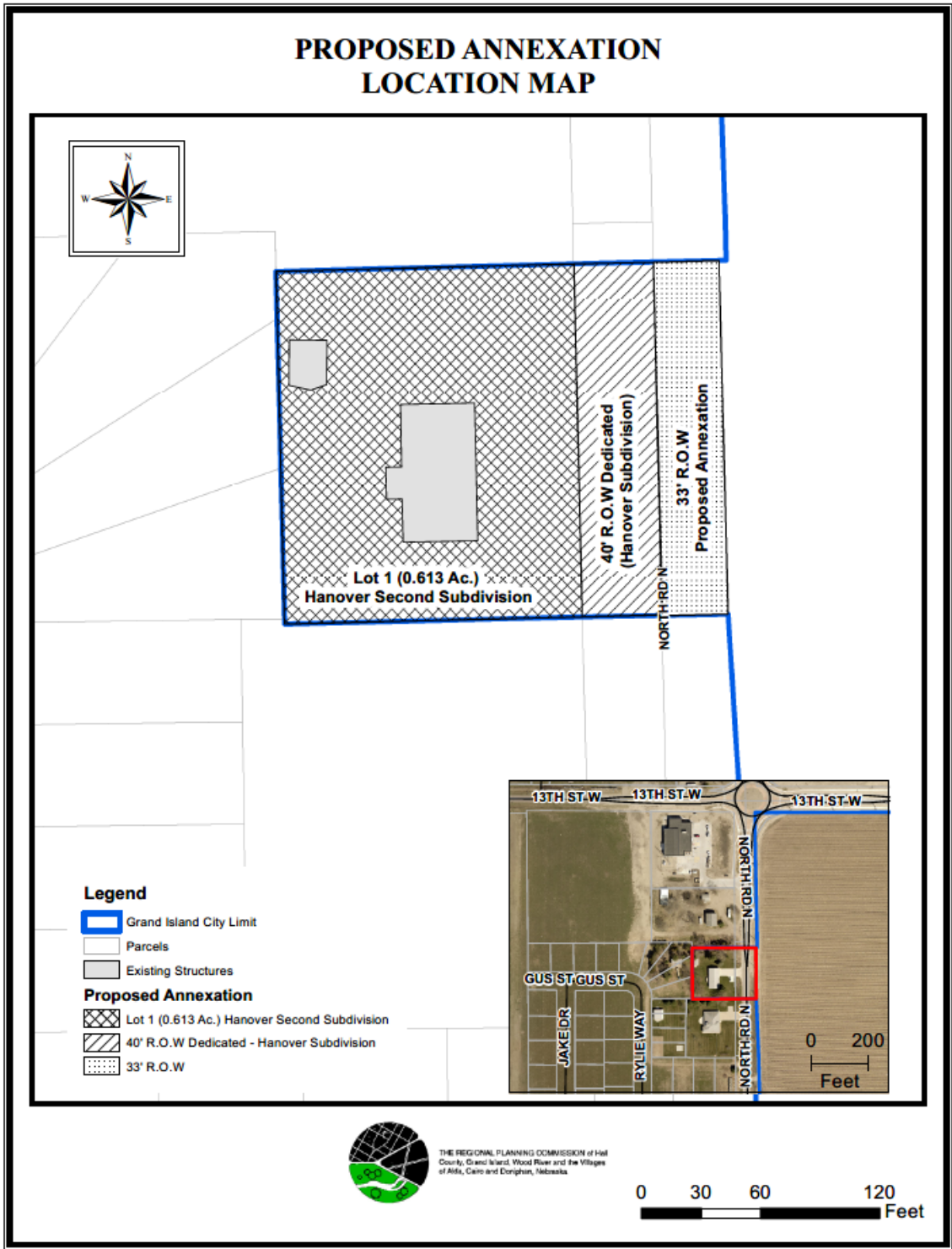
The inventory includes general information concerning:

- Existing infrastructure in affected area(s)
- Summary of expenditures to extend existing infrastructure
- Summary of operating expenditures associated with increased services
- Emergency services

The service plan incorporates detailed elements of the inventory. The inventory and resulting service plan should be the basis for discussions concerning each specific area identified for potential annexation. *It should be noted that the capital improvements to existing infrastructure and extending services may take place over a period of time in order to ensure adequate time for planning, designing, funding and constructing such a sizable number of projects while protecting the financial integrity of the City's enterprise funds. The service plan provides for extending the trunk water and sanitary sewer lines to the annexed area if they are not already available. Individual property owners will be responsible for the cost of extending services through neighborhoods and for connecting their properties to the public systems.*

City Services not requiring extension of infrastructure would be available immediately upon annexation. Services requiring extension of infrastructure would be available upon installation of services to City of Grand Island standards and acceptance into the City systems and or payment of tap fees or assessments. Extension of services not immediately available may be contingent on the successful creation and continuation of an assessment district to raise the necessary funding for installation.

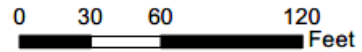
PROPOSED ANNEXATION LOCATION MAP



Lot 1 of Hanover Second Subdivision and all adjoining right of way or easement for road purposes.



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



This property is the located in the northwest part of the community. It is south of 13th Street on the west side of North Road. The City of Grand Island provides electric and water services to this property area. A sanitary sewer connection is available to this property as part of a recent sewer assessment district. This is one residential lot with a one single family dwelling on 0.613 acres of property with additional right of way and easement for road purposes.

INVENTORY OF SERVICES

1. Police Protection. The City of Grand Island Police Department will provide protection and law enforcement services in the annexation area. These services include:

- Normal patrols and responses
- Handling of complaints and incident reports
- Investigation of crimes
- Standard speed and traffic enforcement
- Special units such as traffic enforcement, criminal investigations, narcotics, and gang suppression

These services are provided, on a city-wide basis. The Police Department has an authorized police force of 85 officers. The Police Department is staffed at a rate of 1.63 officers per one thousand population persons. Immediate annexation of the area will not have any impact on police services.

2. Fire Protection. The City of Grand Island Fire Department will provide emergency and fire prevention services in the annexation area. These services include:

- Fire suppression and rescue
- Hazardous materials incident response
- Periodic inspections of commercial properties
- Public safety education

These services are provided, on a city-wide basis, by 70 employees operating from four fire stations and City Hall Administration. Fire station 4 is locate immediately north of this property.

3. Emergency Medical Services. The City of Grand Island is the current provider of local emergency medical services in the city and will provide this service in the annexed area.

- Emergency medical and ambulance services
- Emergency dispatch (provided by the City/County Emergency Management Department)

The City of Grand Island Fire Department provides these services, on a city-wide basis. Firefighting personnel are emergency medical technicians and 35 are certified paramedics.

4. Wastewater (Sanitary Sewer). The City of Grand Island has sanitary sewer services in the area through existing sewer lines. A sanitary sewer connection for this property was installed as part of a sanitary sewer assessment district 544 and is located at the southwest corner of the property. The owners may connect to this service at any time. Final assessments will be determined upon final completion of district 544.

5. Maintenance of Roads and Streets. The City of Grand Island, Public Works Department, will maintain public streets over which the City has jurisdiction. These services include:

- Snow and ice removal
- Emergency pavement repair
- Preventative street maintenance
- Asphalt resurfacing
- Ditch and drainage maintenance
- Sign and signal maintenance
- Asphalt resurfacing

North Road is already maintained by the City at this location as the portions of the road immediately north and south this approximate 180 foot gap in jurisdiction are already being maintained by the City.

6. Electric Utilities. This Annexation area is currently provided electrical services by the City of Grand Island. The services appear adequate to meet the needs of the area. These services include:

- Electric utility services
- Street lights

7. Water Utilities. The City of Grand Island, Utilities Department, currently maintains the water utilities services for the proposed annexation area. No additional mains are necessary to serve this property. This property hooked up to the Grand Island municipal water system for domestic water purposes.

8. Maintenance of Parks, Playgrounds, and Swimming Pools No impact is anticipated as a result of annexation. There are not recreational facilities located in this area.

9. Building Regulations. The City of Grand Island, Building Department, will oversee services associated with building regulations, including:
- Commercial Building Plan Review
 - Residential Building Plan Review
 - Building Permit Inspections and Issuance
 - Investigation of complaints relative to Minimum Housing Standards
 - Regulation of Manufactured Home Parks
 - Investigation of Illegal Business Complaints
 - Investigation and Enforcement of Zoning Violations
10. Code Compliance. The City of Grand Island’s Legal Department and Code Compliance division will continue to provide the following services associated with enforcing compliance with the City Code:
- Enforcement Proceedings for Liquor and Food Establishment Violations
 - Investigation and Enforcement of Complaints Regarding Junked Vehicles and Vehicle Parts, Garbage, Refuse and Litter
 - Investigation of Enforcement of Complaints Regarding Weed and Animal Violations Providing Enforcement Support to Other Departments for City Code and Regulatory Violations
11. Library Services. The residents of this property currently have access to library services through an interlocal agreement with Hall County and Grand Island. Upon annexation services will be available as they are to all Grand Island residents.
12. Other City Services. All other City Departments with jurisdiction in the area will provide services according to city policies and procedures.

Summary of Impacts	
Police Protection	No Impact
Fire Protection	No Impact
Emergency Medical Services	No Impact
Wastewater	Available with a connection in place
Roads and Streets	No Impact
Electric Service	Already in GI Service Area and connected
Water Service	Connected
Parks, Playgrounds and Swimming Pools	No Impact
Building Regulations	Already Subject to GI Regulations
Code Compliance	Would be Subject to GI Regulations
Library	No Impact
Other	No Impact
School District	Northwest School District

Financial Impacts of the Lot 1 Hanover Second Subdivision Annexation

Financial Impact	Before Annex	After Annex
2021 Property Valuation	\$165,873	\$165,873
City sales tax now applicable	No	Yes

Assume \$165,873 Value

2020 Tax Rates

Tax Entity	Bond	2020 Levy	2020 Taxes	2020 Levy	2020 Taxes
City Levy		0.00	\$0.00	0.344455	\$571.36
	City Bond	0.00	\$0.00	0.00	\$0.00
CRA		0.00	\$0.00	0.020548	\$34.08
Hall County		0.390554	\$647.82	0.390554	\$647.82
Rural Fire		0.031063	\$51.53	0.00	\$0.00
	Fire Bond*	0.00	\$0.00	0.00	\$0.00
GIPS School			\$0.00	1.08	\$1791.43
	4th Bond		\$0.00	0.08094	\$134.26
	5th Bond		\$0.00	0.096867	\$160.68
NW School		0.776284	\$1287.65	0.00	\$0.00
ESU 10		0.015	\$24.88	0.015	\$24.88
CCC		0.092	\$152.60	0.092	\$152.60
CPNRD		0.022982	\$38.12	0.022982	\$38.12
Ag Society		0.002755	\$4.57	0.002755	\$4.57
Airport		0.009315	\$15.45	0.009315	\$15.45
	Airport Bond	0.021184	\$35.14	0.021184	\$35.14
Total Combined		1.36113700	\$2257.76	2.1766	\$3610.39

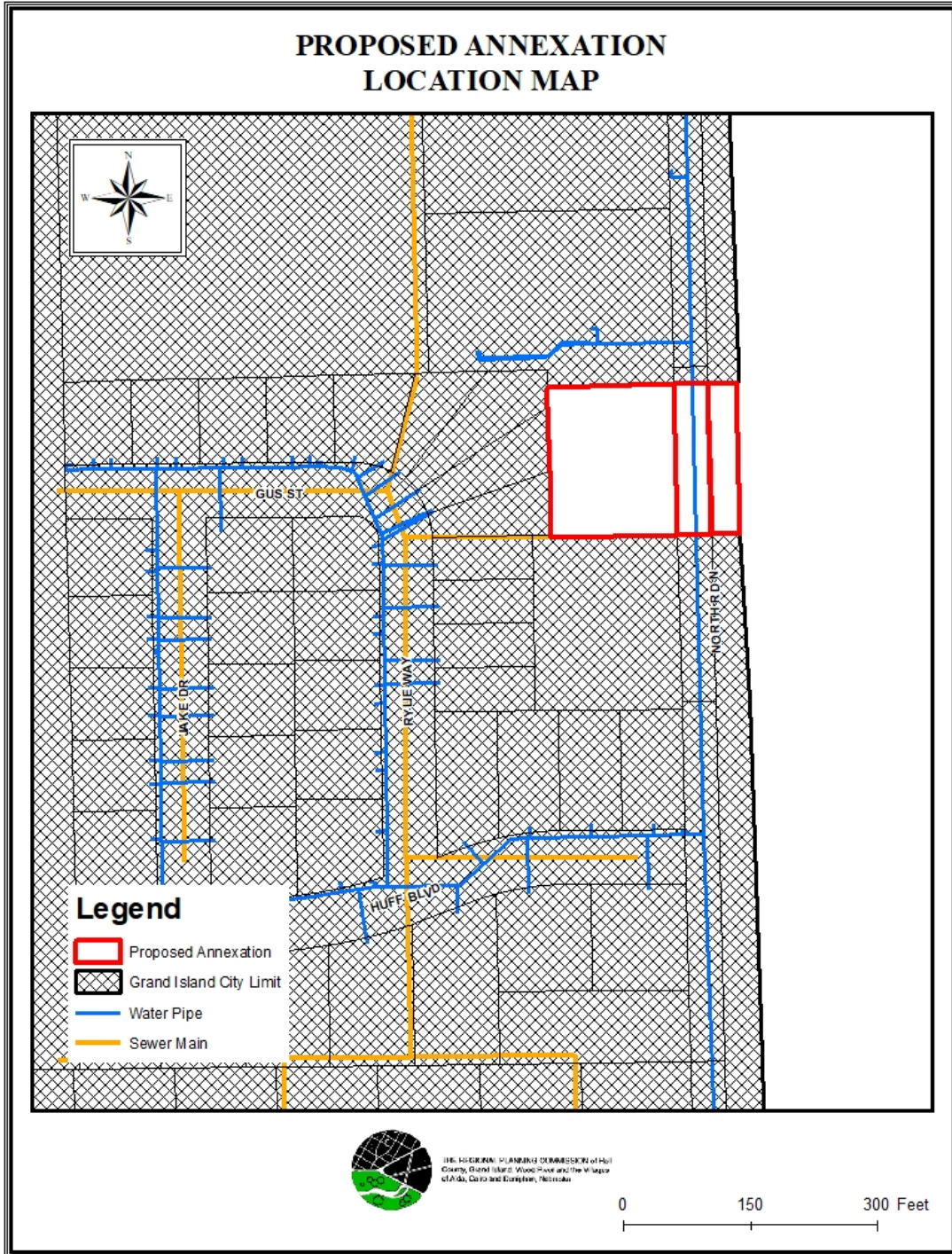
Hall County, ESU, Community College, NRD and other levies will not change.

Total property tax levy 1.361137/\$2257.76 2.176600/\$3610.39

This property is already connected to city water and when connected to city sewer will pay a sewer generate revenue for those enterprise funds based on the rate structure and usage.

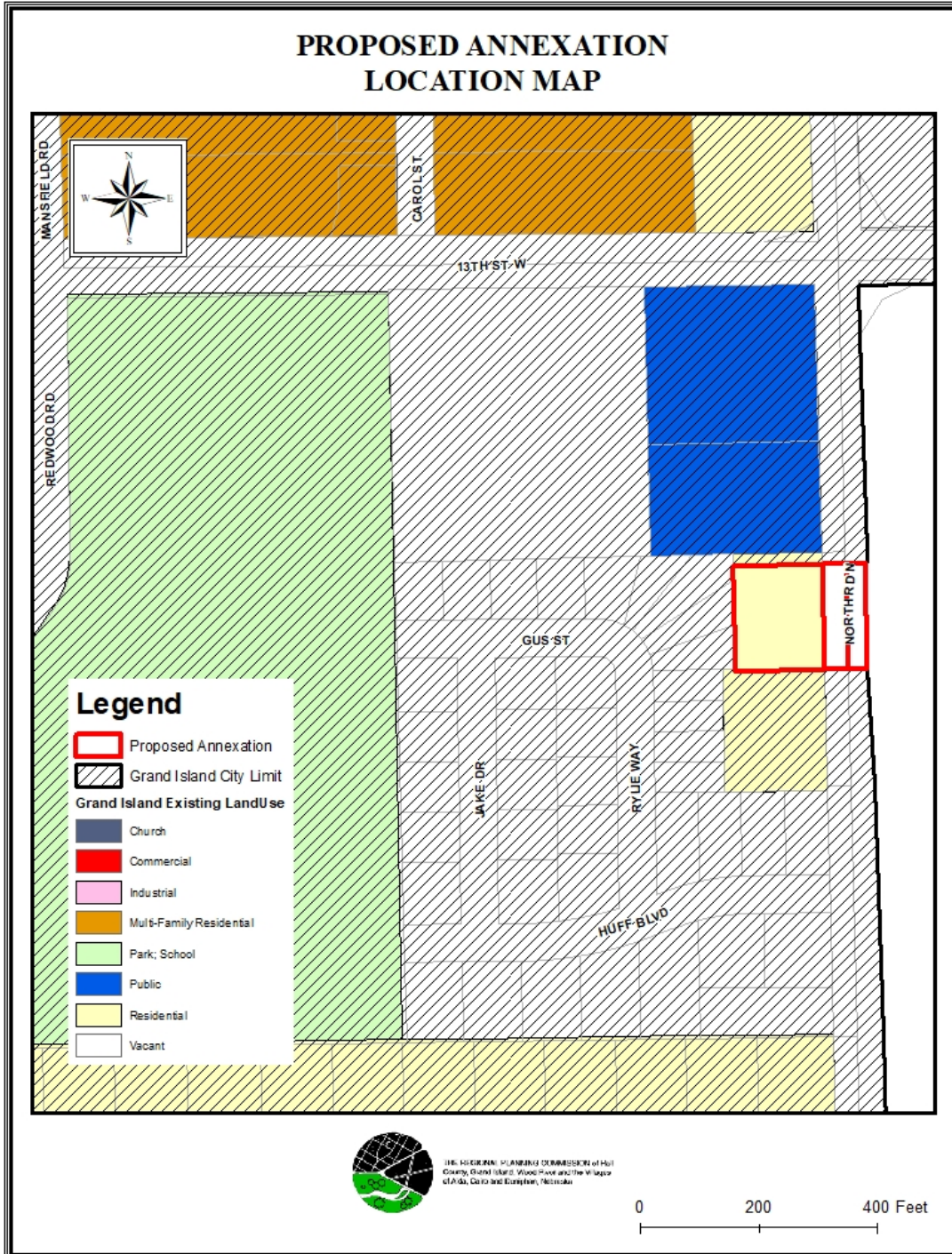
*previously approved bonds will remain with property until paid off

PROPOSED ANNEXATION LOCATION MAP



Location of Sewer and Water Lines near 1118 N. North Road

PROPOSED ANNEXATION LOCATION MAP



Generalized Existing Land Use August 2021



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item F-1

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

Staff Contact: Patrick Brown

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: September 14, 2021

Subject: Consideration of Approving FY2021-2022 Annual Single City Budget and Annual Appropriations Bill

Presenter(s): Patrick Brown, Finance Director

Background

The public hearing for the FY2021-2022 Annual Single was held on September 7, 2021 at 7:00pm at City Hall Council Chambers.

Discussion

The “Notice of Budget Hearing and Budget Summary” was published in the Grand Island Independent on September 3, 2021. It is appropriate at this time to solicit public comment.

The following is a comparison of the fiscal year 2022 proposed budget to the FY2021 amended budget:

- The FY2022 budget appropriation is 7% or \$17,956,562 lower than the FY2021 amended budget. The difference is mainly due to the weather event that occurred in February of 2021.
- The City requested the same tax ask for Property Tax which in turn decreased the mill levy from 0.34445 to 0.32359. Community Redevelopment Authority kept the same mill levy resulting in a \$45k tax ask increase. The total mill levy will decrease from 0.3650 to 0.3441.
- Total Sales Tax revenue is forecasted at \$21,810,636 for FY2022. It is a 22.5% increase over FY2021 budget. The increase was due to the uncertainty of the pandemic and how it would affect sales tax during the 2021 fiscal year. Sales Tax receipts came in much higher than anticipated which in turn increases our forecast for FY2022. Currently with one month of Sales Tax revenues still due, we are at 118% of FY2021 budget.
- The General Fund is adding two full time equivalents (FTE's) staff members. They are a Grants Administrator and an Interpreter/Translator. The Grants Administrator will be located in the Finance Department and will be funded by

administrative fees associated with grants. The Interpreter/Translator will be located at the Customer Service (Utility Billing) location at 1306 W 3rd. This position will be funded by the Enterprise Funds.

- The General Fund Fire/Ambulance Department applied for a grant to hire three firefighter/EMT/Paramedics. The status of the grant is still pending however budget authority is being established in case the City is awarded the grant. The grant would pay for three firefighters for three years at 100% reimbursement.
- The Streets Division will be adding an Equipment Operator position (one FTE).
- The Transfer Station is adding a 0.25 FTE for help on Saturdays.
- Transfer increases in the FY2022 budget include moving the \$4.5m to Wastewater for the Airport Sewer Project (American Rescue Plan funds), loaning \$2.7m to Solid Waste Fund to finance the Transfer Station upgrade, and a \$217k increase to other budgeted entities.
- General Fund Personnel Services for FY2022 increased 7% due to step increases, COLA, and the addition of five FTE's (of which three are for budget authority only). Operating expenses increased 5.7% for the General Fund over FY2021 budget.
- Overall the FY2021-2022 budget is \$6,588,247 less than the amended FY2020-2021 budget resulting in a 2.5% decrease. The proposed FY2021-2022 budget is \$260,185,039 and the FY2020-2021 amended budget is \$266,773,286.

ORDINANCE NO. 9844

An ordinance known as “The Annual Appropriation Bill” of the City of Grand Island, Nebraska, to adopt the proposed budget statement pursuant to the Nebraska Budget Act, for the fiscal year commencing October 1, 2021 and ending September 30, 2022 to provide for severability; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That after complying with all procedures required by law, the budget presented and set forth in the budget statement was approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2021 through September 30, 2022. All sums of money, total all funds of \$260,185,039, contained in the budget statement are appropriated for the necessary expenses and liabilities of the City of Grand Island.

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

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

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

Approved as to Form	☐ _____
September 13, 2021	☐ City Attorney

ORDINANCE NO. 9844 (Cont.)

SECTION 5. 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 14, 2021

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item F-2

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

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

Staff Contact: Patrick Brown

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9845

An ordinance to assess and levy a special tax to pay the 2021-2022 revenue cost of RAILSIDE BUSINESS IMPROVEMENT DISTRICT OF THE CITY OF GRAND ISLAND, NEBRASKA; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2021-2022 revenue year cost of RAILSIDE BUSINESS IMPROVEMENT DISTRICT OF THE CITY OF GRAND ISLAND, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2021-2022 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

Approved as to Form ✕ _____
September 13, 2021 ✕ City Attorney

ORDINANCE NO. 9845 (cont.)

PARCEL	OWNER	LEGAL	Assessment Amount
149	NORTHWESTERN BELL TELE CO	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 5-6-7 BLK 80	-
400004097	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL BLKS 52 & 53 & PT VAC KIMBALL AVE	-
400004119	CASA DE ORACION, INC	ORIGINAL TOWN N 100.5' E 2/3 LT 1 BLK 54	-
400004127	CASA DE ORACION, ONC	ORIGINAL TOWN S 31.9' E 2/3 OF LT 1 BLK 54	-
400004135	WING PROPERTIES INC	ORIGINAL TOWN W 1/3 LT 1 BLK 54	18.93
400004143	WING EMPIRE INC	ORIGINAL TOWN LT 2 BLK 54	902.79
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	488.25
400004194	KATROUZOS/GUS G	ORIGINAL TOWN S 60' W 1/3 LT 5 BLK 54	161.29
400004208	KATROUZOS/GUS G	ORIGINAL TOWN S 60' W 16' E 2/3 LT 5 BLK 54	100.31
400004216	PINNACLE BANK	ORIGINAL TOWN E 28' S 1/2 LT 5 & N 6' W 38' S 1/2 LT 5 BLK 54	194.01
400004224	PINNACLE BANK	ORIGINAL TOWN W 22' S 1/2 LT 6 BLK 54	156.10
400004232	WING PROPERTIES INC	ORIGINAL TOWN E 22' W 44' S 1/2 & E 22' LT 6 BLK 54	640.17
400004240	WING PROPERTIES INC	ORIGINAL TOWN W 1/3 LT 7 BLK 54	251.36
400004259	WING PROPERTIES INC	ORIGINAL TOWN C 1/3 LT 7 BLK 54	377.83
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	761.01
400004305	URBAN ISLAND LLC	ORIGINAL TOWN N 1/2 LT 1 BLK 55	1,167.14

ORDINANCE NO. 9845 (cont.)

400004313	URBAN ISLAND LLC	ORIGINAL TOWN N 44' OF S 1/2 LT 1 BLK 55	326.16
400004321	IRVINE/VIRGINIA	ORIGINAL TOWN S 22' LT 1 BLK 55	102.23
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	521.38
400004372	DOWNTOWN CENTER LLC	ORIGINAL TOWN N 67.5' LT 5 BLK 55	42.11
400004380	ARMSTRONG/MATTHEW E & JANELLE A	ORIGINAL TOWN N 20' S 64.5' LT 5 BLK 55	147.87
400004399	ERIVES ENTERPRISES LLC	ORIGINAL TOWN S 44.5' LT 5 BLK 55	431.81
400004402	FAMOS CONSTRUCTION INC	ORIGINAL TOWN W 2/3 LT 6 BLK 55	755.39
400004429	ARCHIE/JENNIFER L & FLOYD D	ORIGINAL TOWN E 1/3 LT 6 BLK 55	307.00
400004437	NEPPL/KAREN	ORIGINAL TOWN W 1/3 LT 7 BLK 55	281.69
400004445	HEDDE BUILDING LLC	ORIGINAL TOWN E 2/3 LT 7 BLK 55	884.72
400004461	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN W 1/3 LT 8 BLK 55	252.75
400004488	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN C 1/3 LT 8 BLK 55	243.53
400004496	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN E 1/3 LT 8 BLK 55	570.99
400004526	DOWNTOWN CENTER LLC	ORIGINAL TOWN N 68' LT 1 & ALL LT 2 & E 1/2 LT 3 BLK 56	144.33
400004534	DOWNTOWN CENTER LLC	ORIGINAL TOWN N 22' S 42' & W 6' S 20' LT 1 BLK 56	12.55
400004542	DOWNTOWN CENTER LLC	ORIGINAL TOWN N 22' S 64' LT 1 BLK 56	11.60

ORDINANCE NO. 9845 (cont.)

400004550	DOWNTOWN CENTER LLC	ORIGINAL TOWN S 20' E 60' LT 1 BLK 56	9.58
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	324.47
400004585	TRINTOWN LLC	ORIGINAL TOWN E 2/3 LT 5 BLK 56	439.15
400004593	POHL/JAMES A	ORIGINAL TOWN LT 6 BLK 56	571.59
400004615	JOHNSON/DUANE A & DEE ANN	ORIGINAL TOWN LT 7 BLK 56	613.73
400004623	DOWNTOWN CENTER LLC	ORIGINAL TOWN LT 8 BLK 56	3,790.58
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	650.94
400004666	THE GRAND FOUNDATION, INC	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 2/3 LT 6 BLK 57	-
400004674	EBMT PROPERTIES, LLC	ORIGINAL TOWN LT 7 BLK 57	2,300.84
400004682	AMUR REAL ESTATE LLC	ORIGINAL TOWN LT 8 BLK 57	4,461.42
400004690	PREMIER SERVICE PROPERTY MANAGEMENT, LLC	ORIGINAL TOWN LTS 1 & 2 BLK 58	295.37
400004704	FIRSTIER BANK NATIONAL ASSOC	ORIGINAL TOWN N 1/2 LT 4 & N 1/2 LT 3 BLK 58	95.52
400004712	FIRSTIER BANK NATIONAL ASSOC	ORIGINAL TOWN LT 5 & W 22' LT 6 BLK 58	1,446.97
400004720	FIRSTIER BANK NATIONAL ASSOC	ORIGINAL TOWN S 1/2 LT 3 & S 1/2 LT 4 BLK 58	101.61
400004739	STELK/MARK D	JENSEN SUB LT 1	171.23
400004747	CALDERON/ELISEO	ORIGINAL TOWN W 1/3 LT 7 BLK 58	232.55
400004755	LINDNER-BOMBECK TRUSTEE/MARILYN A	ORIGINAL TOWN C 1/3 LT 7 BLK 58	280.22

ORDINANCE NO. 9845 (cont.)

400004763	GALVAN/VICTORIA	PRENSA LATINA SUB LT 1	87.92
400004771	CALDERON/ELISEO	PRENSA LATINA SUB LT 2	144.17
400004798	STELK/MARK D	PRENSA LATINA SUB LT 4	349.13
400004801	STELK/MARK D & WANDA L	PRENSA LATINA SUB LT 3	394.02
400004828	MEAD BUILDING CENTERS	ORIGINAL TOWN N 102.5' LT 1 & ALL LT 2 BLK 59	320.71
400004844	T SQUARED PROPERTIES LLC	ORIGINAL TOWN S 29.5' LT 1 BLK 59	15.55
400004852	THIRD CITY ARCHERS INC	ORIGINAL TOWN S 99' LT 4 & ALL LT 3 BLK 59	-
400004860	MEAD BUILDING CENTERS	ORIGINAL TOWN N 33' LT 4 BLK 59	171.34
400004879	SPIRIT IN THE SKY LLC	ORIGINAL TOWN LT 5 BLK 59	1,043.85
400004887	LUCERO/JOSE LUIS & AURA	ORIGINAL TOWN E 23' W 46' LT 6 BLK 59	223.97
400004895	GERDES/LARRY C & MARY ANN	ORIGINAL TOWN W 23' LT 6 BLK 59	192.97
400004909	BERTA/GARY J & BILLIE J	ORIGINAL TOWN E 20' LT 6 & W 1/2 LT 7 BLK 59	96.01
400004917	T SQUARED PROPERTIES LLC	ORIGINAL TOWN W 22' E 1/2 LT 7 BLK 59	214.22
400004925	T SQUARED PROPERTIES LLC	ORIGINAL TOWN E 11' LT 7 & ALL LT 8 BLK 59	755.63
400004933	CKP LLC	ORIGINAL TOWN LTS 1 & 2 BLK 60	667.35
400004941	CKP LLC	ORIGINAL TOWN LT 3 BLK 60	141.78
400004968	BUSINESS PROPERTIES	ORIGINAL TOWN LT 4 BLK 60	369.63
400004984	LB AUDIO LLC	ORIGINAL TOWN LTS 5 & 6 BLK 60	739.84
400004992	GRAND DENTAL HOLDINGS LLC	ORIGINAL TOWN LTS 7 & 8 BLK 60	1,364.41
400005018	ABJAL LLC	ORIGINAL TOWN LTS 1 & 2 BLK 61	1,060.44
400005026	ABJAL LLC	ORIGINAL TOWN LTS 3 & 4 BLK 61	912.01

ORDINANCE NO. 9845 (cont.)

400005034	JIA PROPERTIES, LLC	ORIGINAL TOWN LT 5 BLK 61	733.57
400005042	HANSEN PROPERTIES LLC	ORIGINAL TOWN LTS 6-7 & 8 BLK 61	777.00
400005050	D & A INVESTMENTS LLC	ORIGINAL TOWN S 44' LT 1 BLK 62	221.32
400005069	D & A INVESTMENTS LLC	ORIGINAL TOWN N 88' LT 1 BLK 62	782.31
400005077	D & A INVESTMENTS LLC	ORIGINAL TOWN LT 2 BLK 62	457.80
400005085	D & A INVESTMENTS, INC	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND S 66' LT 4 & N 66' E 57' LT 3 & S 66' LT 3 BLK 62	555.51
400005093	D & A INVESTMENTS LLC	ORIGINAL TOWN N 66' W 9' LT 3 & N 66' LT 4 BLK 62	192.54
400005107	MIDWEST PREMIER INVESTMENTS, LLC	ORIGINAL TOWN S 1/2 W 50' LT 5 BLK 62	88.46
400005115	MIDWEST PREMIER INVESTMENTS LLC	ORIGINAL TOWN N 1/2 W 50' LT 5 BLK 62	832.21
400005123	GRAND ISLAND APARTMENTS, LLC	ORIGINAL TOWN E 16' LT 5 & W 1/2 LT 6 BLK 62	51.51
400005131	GRAND ISLAND APARTMENTS, LLC	ORIGINAL TOWN E 1/2 LT 6 & W 1/2 LT 7 BLK 62	397.63
400005158	GRAND ISLAND AREA HABITAT FOR HUMANITY INC	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 1/2 LT 7 & ALL LT 8 BLK 62	-
400005166	HUENEFELD/DANIEL C & LINDA K	CITY CENTRE CONDOMINIUMS UNIT 1 (FORMERLY PT ORIGINAL TOWN LTS 1 & 2 BLK 63)	1,096.21
400005168	GRAND ISLAND ENTREPRENEURIAL VENTURE LLC	CITY CENTRE CONDOMINIUMS UNIT 2 (FORMERLY PT ORIGINAL TOWN LTS 1 & 2 BLK 63)	157.11
400005170	PARAMOUNT DEVELOPMENT, LLC	CITY CENTRE CONDOMINIUMS UNIT 3 (FORMERLY PT ORIGINAL TOWN LTS 1 & 2 BLK 63)	317.88
400005172	PARAMOUNT DEVELOPMENT, LLC	CITY CENTRE CONDOMINIUMS UNIT 4 (FORMERLY PT ORIGINAL TOWN LTS 1 & 2 BLK 63)	368.52
400005174	LL FORGY PROPERTIES, LLC	CITY CENTRE CONDOMINIUMS UNIT 5 (FORMERLY PT ORIGINAL TOWN LTS 1 & 2 BLK 63)	943.21
400005182	MASONIC TEMPLECRAFT ASSO OF GI	ORIGINAL TOWN W 1/3 LT 3 & E 1/3 LT 4 BLK 63	-

ORDINANCE NO. 9845 (cont.)

400005190	GUERRERO/ROCIO A ESPARZA	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND W 2/3 LT 4 BLK 63	252.47
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	397.91
400005239	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN N 44' LT 8 BLK 63	971.42
400005247	NIELSEN/THOMAS L & LOIS E	ORIGINAL TOWN E 1/3 LT 1 BLK 64	451.68
400005255	HAND/CRAIG C	ORIGINAL TOWN C 1/3 LT 1 BLK 64	232.54
400005263	BOWEN/STEPHEN T & JACQUELINE E	ORIGINAL TOWN W 1/3 LT 1 BLK 64	333.29
400005271	AVILA/LOURDES	ORIGINAL TOWN E 44' LT 2 BLK 64	258.37
400005298	VANWINKLE LIMITED LLC	ORIGINAL TOWN W 1/3 LT 2 BLK 64	181.29
400005301	DOUBLE S PROPERTIES LLC	ORIGINAL TOWN E 1/3 LT 3 BLK 64	270.82
400005328	ALVAREZ/ABRAHAM HERMOSILLO	ORIGINAL TOWN W 2/3 LT 3 BLK 64	323.80
400005336	GERDES/GALEN E & TAMERA M	ORIGINAL TOWN LT 4 BLK 64	1,197.16
400005344	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 5 BLK 64	-
400005352	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 6 & 7 BLK 64	-
400005360	WAGONER/MICHAEL	ORIGINAL TOWN N 22' LT 8 BLK 64	219.03
400005379	TAYLOR/TERRY N & SUSAN M	ORIGINAL TOWN S 1/2 N 1/3 LT 8 BLK 64	187.40
400005387	PERFORMANCE PLUS LIQUIDS, INC	ORIGINAL TOWN N 44' S 88' LT 8 BLK 64	1,238.49
400005395	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND S 44' LT 8 BLK 64 (PARKING LOT)	-

ORDINANCE NO. 9845 (cont.)

400005409	HEDDE BUILDING LLC	ORIGINAL TOWN LT 1 BLK 65	1,437.06
400005417	NIELSEN/THOMAS L & LOIS E	ORIGINAL TOWN E 1/3 LT 2 BLK 65	359.35
400005425	TAKE FLIGHT INVESTMENTS LLC	ORIGINAL TOWN C 1/3 LT 2 BLK 65	923.87
400005433	ARCHWAY PARTNERSHIP	ORIGINAL TOWN W 1/3 LT 2 BLK 65	361.98
400005441	TAKE FLIGHT INVESTMENTS, LLC	ORIGINAL TOWN E 1/3 LT 3 BLK 65	379.30
400005468	IGLESIA EVANGELICA PENTECOSTES	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND C 1/3 LT 3 BLK 65	-
400005476	SPOTANSKI/MARK & TERESA	ORIGINAL TOWN W 1/3 LT 3 BLK 65	275.88
400005484	HOFFER/ALLEN & LINDA	ORIGINAL TOWN E 1/3 LT 4 BLK 65	339.46
400005492	SHADA CONSTRUCTION, LLC	ORIGINAL TOWN W 2/3 LT 4 BLK 65	393.69
400005506	J & B RENTALS LLC	ORIGINAL TOWN S 44' N 1/2 LT 5 BLK 65	314.19
400005514	TAYLOR/TERRY N & SUSAN M	ORIGINAL TOWN N 22' LT 5 BLK 65	178.00
400005522	J O ENTERPRISES INC	ORIGINAL TOWN S 1/2 LT 5 BLK 65	314.41
400005530	J & B RENTALS LLC	ORIGINAL TOWN W 1/3 LT 6 BLK 65	236.11
400005549	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN E 2/3 LT 6 BLK 65	277.50
400005557	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN W 1/2 LT 7 BLK 65	228.16
400005565	C & S GROUP LLC	ORIGINAL TOWN N 55' E 1/2 LT 7 & N 55' LT 8 BLK 65	42.01
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	222.26
400005581	PARMLEY/DAVID J	ORIGINAL TOWN C 22' E 4' LT 7 & C 22' LT 8 BLK 65	280.51
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	299.65
400005611	AZTECA MARKET LLC	ORIGINAL TOWN LTS 1 & 2 BLK 66	

ORDINANCE NO. 9845 (cont.)

			1,009.43
400005638	FRANCO ENTERTAINMENT, LLC	ORIGINAL TOWN W 2/3 LT 3 XC W 17.5' OF S 44' BLK 66	417.63
400005646	VIPPERMAN/JOHN FREDRICK	ORIGINAL TOWN E 1/3 LT 3 BLK 66	380.23
400005654	RISE PROPERTIES, LLC	ORIGINAL TOWN N 88' E 1/3 LT 4 BLK 66	238.72
400005662	AREND/SIERRA	ORIGINAL TOWN N 88' C 1/3 LT 4 BLK 66	304.84
400005670	WING EMPIRE INC	ORIGINAL TOWN N 80' W 1/3 LT 4 BLK 66	473.13
400005689	TOWER 217, LLC	ORIGINAL TOWN W 17 1/2' S 44' LT 3 & N 8' S 52' W 22' & S 44' LT 4 BLK 66	3,238.34
400005697	PEACEFUL ROOT LLC	ORIGINAL TOWN W 1/3 LT 6 & ALL LT 5 BLK 66	828.32
400005700	PEACEFUL ROOT LLC	ORIGINAL TOWN E 2/3 LT 6 & W 1/3 LT 7 BLK 66	937.18
400005719	RAWR HOLDINGS LLC	ORIGINAL TOWN E 2/3 LT 7 BLK 66	288.67
400005721	PROCON MANAGEMENT INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 100 (1ST FLOOR)~	382.93
400005722	PROCON MANAGEMENT INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 101 (FIRST FLOOR)~	1,107.77
400005723	PROCON MANAGEMENT INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 201 (2ND FLOOR)	1,203.42
400005725	GRAND ISLAND REAL ESTATE	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 301 (3RD FLOOR)	1,233.11
400005727	PROCON MANAGEMENT INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 001 (BASEMENT)	139.69
400005729	OLD CITY HALL COND ASSO INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME(COMMON AREA)	583.04
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	-

ORDINANCE NO. 9845 (cont.)

400005751	S&V INVESTMENTS, LLC	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 1/3 LT 2 & ALL LT 1 BLK 68	-
400005786	S & V INVESTMENTS LLC	SV SUB LT 1	2,456.32
400005794	PLAZA SQUARE DEVELOPMENT LLC	ORIGINAL TOWN W 22' LT 6 & ALL LT 5 BLK 68	151.17
400005808	SMITH/JONATHAN M	ORIGINAL TOWN W 6' LT 7 & E 2/3 LT 6 BLK 68	281.77
400005816	SMITH/JONATHAN M	ORIGINAL TOWN E 60' LT 7 BLK 68	262.42
400005824	TPCR RENTALS LLC	ORIGINAL TOWN LT 8 BLK 68	334.08
400006588	WESTERBY/DOUGLAS M	ORIGINAL TOWN LT 1 BLK 77	201.99
400006596	201 E 2ND LLC	ORIGINAL TOWN LT 2 BLK 77	154.18
400006618	201 E 2ND LLC	ORIGINAL TOWN LTS 3 & 4 BLK 77	2,118.70
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	313.30
400006715	EQUITABLE BLDG & LOAN ASSN OF GI	ORIGINAL TOWN LT 2 BLK 79	88.52
400006723	EQUITABLE BLDG & LOAN ASSN/THE	ORIGINAL TOWN S 44' LT 3 & S 44' LT 4 BLK 79	1,270.30
400006766	EQUITABLE BLDG & LOAN ASSN OF GI	ORIGINAL TOWN N 26' 10.5 LT 8 BLK 79	22.69
400006774	EQUITABLE BLDG & LOAN ASSN OF G I	ORIGINAL TOWN S 17' 1.5 N 44' LT 8 BLK 79	12.98
400006782	EQUITABLE BLDG & LOAN ASSN OF G I	ORIGINAL TOWN S 88' LT 8 BLK 79	96.10

ORDINANCE NO. 9845 (cont.)

400006790	CALDERON/ELISEO	ORIGINAL TOWN E 22' LT 4 & W 22' LT 3 BLK 80	272.56
400006809	CALDERON/ELISEO	ORIGINAL TOWN W 44' LT 4 BLK 80	255.53
400006812	NORTHWESTERN BELL TELE CO	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 5-6-7 BLK 80	170.41
400006820	NORTHWESTERN BELL TELE CO	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND N 44' LT 8 BLK 80	-
400006839	MCDERMOTT/NIELS C & VIRGINIA A	ORIGINAL TOWN C 1/3 LT 8 BLK 80	381.61
400006847	HALL CO	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 1-2 & E 44' LT 3 BLK 80	-
400006863	MITCHELL/DEREK L & RUTH E	ORIGINAL TOWN S 44' LT 8 BLK 80	337.02
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	203.76
400006928	TINAJERO/FRANCISCO	ORIGINAL TOWN E 1/3 LT 3 BLK 81	178.23
400006936	ENCINGER ENTERPRISES LLC	ORIGINAL TOWN C 1/3 LT 3 BLK 81	280.23
400006944	ZOUL PROPERTIES, LLC	ORIGINAL TOWN W 1/3 LT 3 & ALL 4 BLK 81	712.34
400006952	MEHRING & SHADA PROPERTIES LLC	ORIGINAL TOWN LT 5 BLK 81	521.73
400006960	MEHRING & SHADA PROPERTIES LLC	ORIGINAL TOWN LT 6 BLK 81	189.76
400006979	WHEELER STREET PARTNERSHIP	ORIGINAL TOWN LT 7 & S 2/3 LT 8 BLK 81	1,189.18
400006987	WHEELER ST PARTNERSHIP	ORIGINAL TOWN N 1/3 LT 8 BLK 81	251.78
400006995	GRAND ISLAND INDEPENDENT	ORIGINAL TOWN LT 1 & PT VAC ALLEY BLK 82	71.09
400007002	GRAND ISLAND INDEPENDENT	ORIGINAL TOWN LT 2 & PT VAC ALLEY BLK 82	381.76

ORDINANCE NO. 9845 (cont.)

400007010	GRAND ISLAND INDEPENDENT	ORIGINAL TOWN LT 3 & PT VAC ALLEY BLK 82	75.58
400007029	GRAND ISLAND INDEPENDENT	ORIGINAL TOWN LT 4 & PT VAC ALLEY BLK 82	152.20
400007037	GRAND ISLAND INDEPENDENT	ORIGINAL TOWN LTS 5-6-7-8 & PT VAC ALLEY BLK 82	3,018.85
400007061	GRAND ISLAND HOSPITALITY LLC	ORIGINAL TOWN LTS 1 & 2 BLK 83	904.86
400007088	DIAZ/JESUS SALAS	ORIGINAL TOWN LTS 3 & 4 BLK 83	696.56
400007096	GRAND ISLAND APARTMENTS, LLC	ORIGINAL TOWN N 60.35' LT 5 BLK 83	204.08
400007118	MATEO PEDRO/TOMAS	ORIGINAL TOWN S 71.65' LT 5 BLK 83	231.75
400007126	MATEO P/TOMAS	ORIGINAL TOWN W 2/3 LT 6 BLK 83	326.20
400007134	PEREZ/SYLVIA	ORIGINAL TOWN E 1/3 LT 6 & ALL LT 7 BLK 83	330.63
400007142	WOODEN/MICHAEL OWEN & SONYA KAY	ORIGINAL TOWN E 41' N 28' LT 8 BLK 83	162.65
400007150	WOODEN/MICHAEL OWEN & SONYA KAY	ORIGINAL TOWN PT N 1/3 & S 2/3 LT 8 BLK 83~	342.26
400007169	PARK	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL BLK 84	-
400007177	LANE HOME IMPROVEMENTS	ORIGINAL TOWN LT 1 BLK 85 (SEE COMMENTS)	281.78
400007185	LANE HOME IMPROVEMENTS	ORIGINAL TOWN LT 2 BLK 85	199.80
400007193	HOPE HARBOR INC	ORIGINAL TOWN LTS 3 & 4 BLK 85	-
400007215	SAINT MARY'S CHURCH	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL BLK 86	-
400007223	GRAND ISLAND LIEDERKRANZ	ORIGINAL TOWN PT LTS 1-2-3 & 4 BLK 87	606.32
400007258	LEETCH/GAIL W	ORIGINAL TOWN N 60' LT 5 BLK 87	203.86
400007266	JBH ENTERPRISES LLC	ORIGINAL TOWN PT LT 6 BLK 87	326.37
400007274	NORTHWESTERN PUBLIC SERVICE CO	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 25' N 4.5' W 51.26' LT 6 BLK 87	0.74

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400007282	CENTENO-DIAZ/RAMON	ORIGINAL TOWN LT 7 BLK 87	360.29
400007290	CENTENO-DIAZ/RAMON	ORIGINAL TOWN LT 8 BLK 87	503.90
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	THOMPSON/CHRIS	ORIGINAL TOWN N 60' FR LTS 1 & 2 & N 60' OF E 24' OF LT 3 BLK 89	465.28
400007339	HALL CO	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL LTS 1-2 & 3 & FR LT 7 BLK 91	-
400007347	HALL CO	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 4 & PT VAC ST BLK 91	-
400007355	HALL CO	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND PT LT 6 & PT LT 8 BLK 91	-
400007363	HALL CO	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND STRIP 8' X 66' & PT LT 8 BLK 91	-
400007371	DOMINICK/EUGENE	ORIGINAL TOWN E 6' N 103' & E 37' S 29' LT 2 & ALL LT 1 BLK 92~	306.53
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	102.35
400029030	MENDOZA/WILMER	CAMPBELL'S SUB W 75' 4 LTS 1-2-3	350.01
400029049	HASTINGS GRAIN INSPECTION INC	CAMPBELL'S SUB LTS 4-5-6 & N 10' LT 7	217.11

ORDINANCE NO. 9845 (cont.)

400029057	HASTINGS GRAIN INSPECTION INC	CAMPBELL'S SUB S 12' LT 7 & ALL LT 8	308.52
400029065	TWO BROTHERS INC	CAMPBELL'S SUB 32' X 127' LT 9	263.53
400029073	HILL/DAVID C	CAMPBELL'S SUB LTS 10-13	398.64
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	REYES/DAILYS	HANN'S ADD N 14' LT 3 & S 26' LT 2 BLK 1~	167.55
400042193	CAMPBELL/HUNTER A H & KATHLEEN A	HANN'S ADD N 7' PT LT 4 & S 43' LT 3 BLK 1~	264.11
400042207	MITCHELL/DEREK L & RUTH E	HANN'S ADD E 60' OF S 50' OF LT 4 BLK 1~~	252.85
400042215	CAMPBELL/KATHLEEN A	HANN'S ADD W 67' OF S 50' OF LT 4 BLK 1~	178.39
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	673.26
400042541	WILLIAMS/CASEY J & MISTI A	HANN'S FIFTH SUB LT 2	177.20
400042568	MUELLER/LLOYD & MARILYN	HANN'S FIFTH SUB LT 1	97.20
400042576	TWO BROTHERS INC	HANN'S 3RD ADD W 111' X 118' BLK 5	514.03
400042584	ROSALES-MONZON/CARLOS A	HANN'S 3RD ADD N 52.5' OF E 91.9' OF BLK 5	236.20
400042592	ROYLE/CECILIA B	HANN'S 3RD ADD E 56' OF W 174' OF BLK 5	195.10

ORDINANCE NO. 9845 (cont.)

400042606	VALENZUELA/LINDA L	HANN'S 3RD ADD S 58.5' OF E 91.9' OF BLK 5	236.15
400080532	HOOS INSURANCE AGENCY INC	RAILROAD ADD LT 4 & PT VAC ST BLK 97	324.12
400080540	SANCHEZ/FILEMON	RAILROAD ADD N 1/2 LT 1 BLK 98	62.94
400080559	SANCHEZ/FILEMON	RAILROAD ADD S 1/2 LT 1 BLK 98	364.91
400080567	CHAIRMAN INVESTMENTS LLC	RAILROAD ADD LT 2 BLK 98	143.36
400080575	QUINTANA-ALMORA/AGUEDO	RAILROAD ADD W 1/2 LT 3 BLK 98	176.55
400080583	SCHAFFER/LEE ANN G	RAILROAD ADD E 1/2 LT 3 BLK 98	192.61
400080591	TPCR RENTALS LLC	RAILROAD ADD N 86' LT 4 BLK 98	79.49
400080605	TPCR RENTALS LLC	RAILROAD ADD S 46' LT 4 BLK 98	289.30
400080613	TPCR RENTALS LLC	RAILROAD ADD LT 5 BLK 98	1,691.35
400080621	TPCR RENTALS LLC	RAILROAD ADD LT 6 BLK 98	400.63
400080648	BENITEZ/FLORIBERTO SANCHEZ	RAILROAD ADD W 52' LT 7 BLK 98	219.84
400080656	SANCHEZ/FILEMON	RAILROAD ADD E 14' LT 7 & ALL LT 8 BLK 98	522.94
400080990	HUNT/AMY S	RAILROAD ADD FR LT 1 & FR LT 2 BLK 105	204.47
400081008	BLACKSTONE RESIDENCE, LLC	RAILROAD ADD LT 3 BLK 105	210.76
400081016	LAZENDORF HOLDINGS LIMITED PARTNERSHIP	RAILROAD ADD LT 4 BLK 105	358.97
400081040	BLACKSTONE RESIDENCE, LLC	RAILROAD ADD LT 5 & FR LTS 6 & 7 XC CITY BLK 105	1,477.59
400081059	FRIENDSHIP HOUSE INC	RAILROAD ADD LTS 1 & 2 BLK 106	-
400081067	C & S GROUP LLC	RAILROAD ADD LT 3 BLK 106	299.85
400081075	FERNANDEZ/PEDRO	RAILROAD ADD LT 4 BLK 106	246.30
400081105	MUFFLER SHOP INC/THE	RAILROAD ADD LTS 1 & 2 BLK 107	668.30

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400081113	MUFFLER SHOP INC/THE	RAILROAD ADD LTS 3 & 4 BLK 107	154.27
400081121	MIDWEST PREMIER INVESTMENTS LLC	RAILROAD ADD S 2/3 LT 5 BLK 107	190.51
400081148	MIDWEST PREMIER INVESTMENTS LLC	RAILROAD ADD N 1/3 LT 5 BLK 107	202.94
400081156	MIDWEST PREMIER INVESTMENTS LLC	RAILROAD ADD LT 6 BLK 107	290.04
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	472.21
400081172	MIDWEST PREMIER INVESTMENTS LLC	RAILROAD ADD S 72' LT 8 & E 29.54' OF S 71.50' LT 7 BLK 107	293.17
400081180	MIDWEST PREMIER INVESTMENTS LLC	RAILROAD ADD N 60' OF E 22' LT 7 & N 60' LT 8 BLK 107	268.56
400081199	SHULTZ/MONTY R & BRENDA L	RAILROAD ADD LTS 1 & 2 BLK 108	485.70
400081202	WESTGATE PROPERTIES LLC	RAILROAD ADD E 37' LT 3 BLK 108	209.14
400081210	DOUGLAS BOOKKEEPING SERVICE INC	RAILROAD ADD W 29' LT 3 & ALL LT 4 BLK 108	708.27
400081229	PLACKE/DONALD J & JANET L	RAILROAD ADD S 88' LT 5 BLK 108	132.32
400081237	PLACKE/DONALD J & JANET L	RAILROAD ADD N 44' LT 5 BLK 108	7.07
400081245	BREWER PROPERTIES LLC	RAILROAD ADD LT 6 BLK 108	357.91
400081253	BOSSELMAN INC	RAILROAD ADD LTS 7 & 8 BLK 108	933.43
400081261	GILROY/DAVID A & CAROLYN J	RAILROAD ADD S 61' LT 1 & S 61' LT 2 BLK 109	180.24
400081288	HANEY/THOMAS W & DIANE K	RAILROAD ADD N 71' LT 1 & N 71' LT 2 BLK 109~	174.74
400081296	ROEBUCK ENTERPRISES, LLC	RAILROAD ADD E 59.5' LT 3 BLK 109	146.33
400081318	ROEBUCK ENTERPRISES, LLC	RAILROAD ADD E 52' 11 LT 4 & W 6.5' LT 3 BLK 109~	96.10
400081326	LINDELL/TIMOTHY C	RAILROAD ADD E 52' 11 OF LT 5 & ALL LT 6 BLK 109	274.62
400081334	LPB, LLC	RAILROAD ADD LTS 7 & 8 BLK 109	743.69
400113651	HALL CO	WESTERVELT'S SUB TO THE CITY OF	

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		GRAND ISLAND LT 2	-
400113678	HALL CO	WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND LT 3	-
400113686	HALL CO	WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND N 52 1/3' OF W 150' LT 4	-
400113694	HALL CO	WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND LT 5	-
400113708	COUNTY OF HALL	WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND W 86' OF E 165' OF 4 & W 86' OF E 165' OF N 48.5' LT 5	-
400113716	COUNTY OF HALL	WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND W PT OF N 48.5' X 150' LT 5 & 26.17' X 150' OF W PT LT 4	-
400135868	L.P.B. LLC	GILBERT'S SUB NORTH, PART OF BLK 79, ORIGINAL TOWN 22' X 99' LT A	170.84
400135876	EQUITABLE BUILDING & LOAN ASSOC	GILBERT'S SUB NORTH, PART OF BLK 79, ORIGINAL TOWN LT B	235.19
400143259	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 102	160.89
400143267	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 103	231.99
400143275	EQUITABLE BUILDING & LOAN ASSN/THE	THE YANCEY, A CONDOMINIUM UNIT 104	561.36
400143283	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 201A	525.04
400143291	DEVCO INVESTMENT CORPORATION	THE YANCEY, A CONDOMINIUM UNIT 301	152.24
400143305	GEORGE/MOLLIE JO	THE YANCEY, A CONDOMINIUM UNIT 302	131.57
400143313	FARR/THOMAS M & NITA J	THE YANCEY, A CONDOMINIUM UNIT 303	147.74
400143321	JENSEN/PATTI	THE YANCEY, A CONDOMINIUM UNIT 304	147.91
400143348	HINRICHS/DARRELL D & MARLENE M	THE YANCEY, A CONDOMINIUM UNIT 305	164.29
400143356	HETTLE/MICHAEL	THE YANCEY, A CONDOMINIUM UNIT 401	130.96

ORDINANCE NO. 9845 (cont.)

400143364	GOMEZ/SARA	THE YANCEY, A CONDOMINIUM UNIT 402	139.30
400143372	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 403	136.49
400143380	MEYER/RONNY A & LYNN M	THE YANCEY, A CONDOMINIUM UNIT 404	147.45
400143399	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 405	136.93
400143402	POWERS/YOLANDA L	THE YANCEY, A CONDOMINIUM UNIT 406	136.59
400143410	THE A-A-RON GROUP, LLC	THE YANCEY, A CONDOMINIUM UNIT 407	204.92
400143429	LUCE/ERIC D	THE YANCEY, A CONDOMINIUM UNIT 501	131.47
400143437	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 502	141.92
400143445	QUALITY QTRS. LLC	THE YANCEY, A CONDOMINIUM UNIT 503	136.54
400143453	JENSEN/PATTI	THE YANCEY, A CONDOMINIUM UNIT 504	147.50
400143461	FIELDGROVE/SUSAN LEA	THE YANCEY, A CONDOMINIUM UNIT 505	136.98
400143488	BERGHOLZ/MICHAEL J	THE YANCEY, A CONDOMINIUM UNIT 506	95.66
400143496	ALEXANDER/WENDY L	THE YANCEY, A CONDOMINIUM UNIT 507	163.69
400143518	ROE/JIM GAYLORD & ADRIANA	THE YANCEY, A CONDOMINIUM UNIT 601	131.57
400143526	ROE/JIM GAYLORD & ADRIANA	THE YANCEY, A CONDOMINIUM UNIT 602	142.04
400143534	POST/KAELEIGH	THE YANCEY, A CONDOMINIUM UNIT 603	95.64
400143542	JOHNSTON/ANDREW COLE	THE YANCEY, A CONDOMINIUM UNIT 604	147.60
400143550	NELSON/DEAN A	THE YANCEY, A CONDOMINIUM UNIT 605	137.05
400143569	LEE/EVAN E & TEREASA T MCDONALD	THE YANCEY, A CONDOMINIUM UNIT 606	102.88
400143577	KILE/ABBY	THE YANCEY, A CONDOMINIUM UNIT 607	205.24

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400143585	HINRICHS/DARRELL & MARLENE	THE YANCEY, A CONDOMINIUM UNIT 701	131.62
400143593	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 702	142.14
400143607	LUBER/HANNAH	THE YANCEY, A CONDOMINIUM UNIT 703	171.42
400143615	BURTSCHER/JAN L	THE YANCEY, A CONDOMINIUM UNIT 704	147.70
400143623	SEADREAM ENTERPRISES, LLC	THE YANCEY, A CONDOMINIUM UNIT 705	137.15
400143631	WAINWRIGHT/TODD AARON	THE YANCEY, A CONDOMINIUM UNIT 706	171.54
400143658	SABELS/MARTIN C	THE YANCEY, A CONDOMINIUM UNIT 707	177.78
400143666	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 801	131.69
400143674	APPEL/AUSTIN	THE YANCEY, A CONDOMINIUM UNIT 802	142.21
400143682	ZAVALA/VINCENT & SHARON	THE YANCEY, A CONDOMINIUM UNIT 803	149.60
400143690	NESIBA/ MERLIN J & JUDY M	THE YANCEY, A CONDOMINIUM UNIT 804	221.99
400143704	POWERS/YOLANDA L	THE YANCEY, A CONDOMINIUM UNIT 805	154.56
400143712	NELSON/JACK L	THE YANCEY, A CONDOMINIUM UNIT 806	172.75
400143720	HINRICHS/DARRELL D & MARLENE	THE YANCEY, A CONDOMINIUM UNIT 901	142.85
400143739	STEVENS/KARI	THE YANCEY, A CONDOMINIUM UNIT 902	99.58
400143747	DETLEFSEN/DARRELL F & LISA	THE YANCEY, A CONDOMINIUM UNIT 903	104.76
400143755	NICKERSON/MITCHELL & SUSAN	THE YANCEY, A CONDOMINIUM UNIT 904	177.45
400143763	DIZMANG/TAMMY L	THE YANCEY, A CONDOMINIUM UNIT 905	154.61
400143771	JENSEN/PATTI	THE YANCEY, A CONDOMINIUM UNIT 906	172.82
400143798	TODD/LINDA M	THE YANCEY, A CONDOMINIUM UNIT 1001	100.03

ORDINANCE NO. 9845 (cont.)

400143801	WEINRICH/WILLIAM	THE YANCEY, A CONDOMINIUM UNIT 1002	154.28
400143828	JENSEN/PATTI	THE YANCEY, A CONDOMINIUM UNIT 1003	149.70
400143836	WHITEHEAD/DIANA L	THE YANCEY, A CONDOMINIUM UNIT 1004	124.26
400143844	YENNIFRE, LLC	THE YANCEY, A CONDOMINIUM UNIT 1005	154.66
400143852	ADEN/STEVEN G	THE YANCEY, A CONDOMINIUM UNIT 1006	172.89
400143860	MYERS/JON M & CHANDRA L	THE YANCEY, A CONDOMINIUM UNIT 1101	131.86
400143879	MUSQUIZ/LARRY J	THE YANCEY, A CONDOMINIUM UNIT 1102	154.35
400143887	BUCKLEY/LYNN A	THE YANCEY, A CONDOMINIUM UNIT 1103	104.86
400143895	PERFORMANCE PLUS LIQUIDS INC	THE YANCEY, A CONDOMINIUM UNIT 1104	154.01
400143909	BOLEY/LOREN E	THE YANCEY, A CONDOMINIUM UNIT 1105	154.78
400143917	AULNER/KRISTINE	THE YANCEY, A CONDOMINIUM UNIT 1106	173.01
400144247	HOME FEDERAL SAVINGS & LOAN ASSN	HANN'S FOURTH ADD LT 3	1,777.17
400287218	ARTVEST III	THE YANCEY, A CONDOMINIUM UNIT 002	18.99
400287226	ARTVEST III	THE YANCEY, A CONDOMINIUM UNIT 001	105.94
400287390	ELLISON/ROXANN T	ORIGINAL TOWN W 18.9' OF E 33' OF S 25.1' LT 7 BLK 65	70.50
400292963	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 101	38.74
400292971	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 201B	58.43
400292998	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 201C	147.09
400293005	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 201D	111.00
400294982	HOME FEDERAL SAVINGS & LOAN	ORIGINAL TOWN PT LTS 1-2-3-4-7 & ALL 5 & 6 & PT VACATED ALLEY BLK 89	390.21

ORDINANCE NO. 9845 (cont.)

400325705	CALDERON/ELISEO	JENSEN SUB LT 2	135.42
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	-
400467186	GRAND ISLAND LIEDERKRANZ	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND PT LTS 1-2-3 & 4 BLK 87	-
400475235	CITY OF GRAND ISLAND	PARKING RAMP SUB TO THE CITY OF GRAND ISLAND LTS 1-2-& 3	-
			124,237.94

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

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

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

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

ORDINANCE NO. 9845 (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 14, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item F-3

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

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

Staff Contact: Patrick Brown

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9846

An ordinance to assess and levy a special tax to pay the 2021-2022 revenue year cost of Fonner Park Business Improvement District of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2021-2022 revenue year cost of Fonner Park Business Improvement District of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2021-2022 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

Approved as to Form ✕ _____
September 13, 2021 ✕ City Attorney

ORDINANCE NO. -9846- (Cont.)

OWNER	LEGAL NAME	ASSESSMENT
WESTERBY/MICHAEL J & MANDY	JANISCH SUB PT LT 1	1,259.53
DSVK NC, LLC	BROWNELL SUB XC .0051 AC TO ROW LT 1 XC E 10'	695.67
WILTGEN CORP II	KIRKPATRICK SUB LT 5	740.75
WILTGEN CORP II	KIRKPATRICK SUB LT 6	729.65
DA-LY PROPERTIES LLC	LABELINDO SECOND SUB PT LT 1 XC 18.3 FT TO CITY	2,935.56
ZANA/JAMES SCOTT	R & R SUB PT LT 1	1,477.58
CASEY'S RETAIL CO	PLEASANT HOME SUB XC CITY E 1/2 OF S 1/2 BLK 9	1,474.02
LOCUST STREET LLC	PLEASANT HOME SUB XC CITY BLK 16	2,115.44
OBERG/DANNY K	ROEPKE SUB PT LT 2 & PT LT 1	1,620.55
OBERG/DANNY K	ROEPKE SECOND SUB PT LT 1	477.74
EDWARDS BUILDING CORP	FONNER SUB LT 1 XC CITY	1,421.76
BOSELMAN REAL ESTATE LLC	FONNER FOURTH SUB LT 1	5,109.01
RMA INVESTMENTS, LLC	FONNER SECOND SUB XC CITY LT 5	2,098.55
RMA INVESTMENTS, LLC	FONNER SECOND SUB XC CITY LT 6	4,201.63
THE RAYMOND J O'CONNOR REV TRUST	FONNER THIRD SUB PT LT 1 & PT LT 3	3,568.21
WILLIAMS HOSPITALITY LLC	FONNER THIRD SUB REPLATTED PT LT 3	1,474.87
LOCUST STREET LLC	MISCELLANEOUS TRACTS 21-11-9 PT SE 1/4 SE 1/4 .20 AC TO CITY .817 AC	2,787.79
REILLY/MICHAEL J & CAREY M	JNW SUB LT 1	1,571.43
EDWARDS BUILDING CORP	JNW SECOND SUB LT 1	1,741.24
SAX PIZZA OF AMERICA INC	SAX'S SECOND SUB LT 2	1,135.04
BRADDY/CINDY	MISCELLANEOUS TRACTS XC TO CITY 21-11-9 PT SE 1/4 SE 1/4 .78 AC	1,412.72

ORDINANCE NO. -9846- (Cont.)

AREC 7, LLC	MISCELLANEOUS TRACTS 21-11-9 XC CITY PT SE 1/4 SE 1/4 1.17 AC	2,136.10
SAX PIZZA OF AMERICA INC	SAX'S SECOND SUB LT 1	1,309.30
GOODWILL INDUST OF GREATER NEBR	GOODWILL SIXTH SUB LT 2	1,907.52
HALL COUNTY LIVESTOCK IMPROVEMENT ASSN	MISCELLANEOUS TRACTS 22-11-9 TO THE CITY OF GRAND ISLAND PT SW 1/4 SW 1/4 & PT NW 1/4 SW 1/4 XC .15 A CITY & 1.03 AC FONNER RD XC .05 AC CITY XC .98 AC CITY 23.97 AC	3,344.79
SANCHEZ/FILEMON	R & R SUB PT LT 2	1,463.21
BOSELNMAN REAL ESTATE, LLC	FONNER FOURTH SUB TO CITY ROW PT LT 2	1,575.09
		51,784.73

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

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

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

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

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

ORDINANCE NO. -9846- (Cont.)

Enacted: September 14, 2021.

Roger J. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item F-4

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

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

Staff Contact: Patrick Brown

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9847

An ordinance to assess and levy a special tax to pay the 2021-2022 revenue year cost of South Locust Business Improvement District of the City Of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2021-2022 revenue year cost of South Locust Business Improvement District of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2021-2022 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

Approved as to Form ✕ _____
September 13, 2021 ✕ City Attorney

ORDINANCE NO. 9847 (Cont.)

OWNER	LEGAL	ASSESSMENT AMOUNT
MMY HOSPITALITY LLC	BURCH SUB W 273' LT 1 XC CITY	1,435.85
CASEY'S RETAIL COMPANY	BURCH SUB W 125' LT 2-3-4 XC CITY	1,845.31
FUGATE/J LARRY	BURCH SUB LT 5 XC CITY	1,228.31
WILLIAMS/MICHAEL S & SANDRA S	BURCH SECOND SUB LT 1 XC CITY	1,438.49
THE EATING ESTABLISHMENT	RUNZA SUB LT 1 XC CITY	1,577.39
KDIVER, LLC	HOLCOMB'S HIGHWAY HOMES E 100' LT 12 XC CITY & E 100' LT 13 XC CITY	2,049.99
WILLIS/RONALD J & LORI D	HOLCOMB'S HIGHWAY HOMES LT 14 XC CITY	1,123.06
ROYELLE INC	HOLCOMB'S HIGHWAY HOMES LT 15 XC CITY	1,143.19
ROYELLE INC	BARTZ SUB LT 1	1,117.23
MEHRING/DONALD D	SHOVLAIN SECOND SUB LT 3	1,591.79
CARPENTER REAL ESTATE INC	HOLCOMB'S HIGHWAY HOMES S 52' LT 19 & N 1' LT 20	543.24
CARPENTER REAL ESTATE INC	HOLCOMB'S HIGHWAY HOMES S 108' LT 20 XC CITY	1,106.98
ROEBUCK ENTERPRISES, LLC	HOLCOMB'S HIGHWAY HOMES N 60' LT 22 XC CITY	614.99
HOLIDAY PLAZA LLC	HOLCOMB'S HIGHWAY HOMES LT 21 XC CITY	1,117.23
DA-LY PROPERTIES LLC	HOLCOMB'S HIGHWAY HOMES N 12' LT 24 XC CITY & S 98' LT 23 XC CITY	1,127.48
ROEBUCK ENTERPRISES, LLC	HOLCOMB'S HIGHWAY HOMES S 49' LT 22 & N 11' LT 23 XC CITY	614.99
LLAMAS JR/MOISES	HOLCOMB'S HIGHWAY HOMES ADDITION S 97' LT 24 XC CITY & N 38' LT 26~ XC CITY & ALL 25 XC CITY~	2,500.95
ALLSTATE BK REAL ESTATE HOLDINGS, LTD	HOLCOMB'S HIGHWAY HOMES N 79' LT 27 XC CITY & S 71' LT 26 XC CITY	1,537.47
SOUTH POINT DEVELOPMENT, LLC	MATTHEWS SUB PT LT 25 XC CITY	2,778.74

ORDINANCE NO. 9847 (Cont.)

KAY ENTERPRISES GRAND ISLAND LLC	GARRISON SUB LT 1 XC CITY	2,348.06
CITY OF GRAND ISLAND	MIL-NIC SECOND SUB TO THE CITY OF GRAND ISLAND LT 1	1,222.33
CALM NIGHTS LLC	MIL-NIC SECOND SUB LT 2	2,803.67
PAULSEN AND SONS INC	ROUSH'S PLEASANTVILLE TERRACE SUB LTS 1 & 28 XC CITY & ALL LTS 2-3-26-27	2,050.50
MEHRING/DONALD D	SHOVLAIN SECOND SUB LT 2	1,257.81
CARPENTER/REX E & JONADYNE A	WOODLAND FIRST SUB LT 1 200' X 400' XC CITY	2,095.94
CARPENTER/REX E & JONADYNE A	WOODLAND FIRST SUB LT 2 200' X 400' XC CITY	2,050.40
VISIONCOMM VENDING, INC	WOODLAND FIRST SUB LT 3 XC CITY	2,050.63
OBERG/DANNY K	WOODLAND FIRST SUB LT 4 XC CITY	2,040.15
BOURKE/JEFFREY T & KARI K	WOODLAND FIRST SUB LT 5 XC CITY	2,050.63
RASMUSSEN JR/RICHARD S	WOODLAND FIRST SUB N 50' OF E 260' LT 6 XC CITY	510.99
PAM'S RENTALS LLC	WOODLAND FIRST SUB S 126' OF E 260' LT 6 XC CITY	1,298.12
ALPHA CORP	WOODLAND FIRST SUB E 260' LT 8 XC CITY	2,104.11
SOUTHEAST CROSSINGS LLC	WOODLAND SECOND SUB LT 11 XC CITY	5,594.63
BOSELMAN INC	WOODLAND SECOND SUB LT 8	1,534.08
CARPENTER REAL ESTATE INC	WOODLAND SECOND SUB LT 9	1,537.48
LAUB-OTTO, LLC	WOODLAND SECOND SUB LT 10	1,623.16
RASMUSSEN JR/RICHARD S	WOODLAND THIRD SUB LT 1 XC N 25' OF E 260' XC CITY	767.97
DJ & DK PROPERTIES LLC	WOODLAND THIRD SUB N 25' OF E 260' LT 1 XC CITY & LT 2 XC CITY	1,280.47
ALLEN/TAMARA J & JOHN L	WOODRIDGE SOUTH SUB LT 1 XC CITY	2,602.30
DEGEN LOCUST LLC	WOODRIDGE SOUTH SUB LT 2 XC CITY	

ORDINANCE NO. 9847 (Cont.)

		1,138.37
SOUTH POINTE DEVELOPMENT LLC	SOUTH POINTE SUB LT 1	2,536.88
SARASWATI LLC	MISCELLANEOUS TRACTS 27-11-9 PT N 1/2 SW 1/4 SW 1/4 3.03 A	5,138.64
PLATTE VALLEY STATE BANK &	EQUESTRIAN MEADOWS SUB LT 1	1,828.00
ROBB/THEODORE J	MISCELLANEOUS TRACTS 27-11-9 PT NW 1/4 SW 1/4 XC CITY 5.08 AC	3,446.14
THE GRAND ISLAND EXTENDED STAY, LLC	MISCELLANEOUS TRACTS 27-11-9 PT NW 1/4 SW 1/4 PT LT 4 ISLAND XC CITY 4.85 AC	3,298.16
LLAMAS/MOISES & OLIVIA	KNOX SUB LOT 1 XC CITY	1,437.07
ALL FAITHS PROPERTIES, LLC	MISCELLANEOUS TRACTS 27-11-9 PT NW 1/4 NW 1/4 SW 1/4 2.34 AC	2,479.66
PHARMACY PROPERTIES LLC	EQUESTRIAN MEADOWS SUB LT 2	1,486.15
WILLIS/RONALD J & LORI D	MISCELLANEOUS TRACTS 28-11-9 PT NE 1/4 NE 1/4 XC CITY .445 AC	1,025.01
ROBB/MASON D	KNOX THIRD SUB LT 2 XC CITY	1,215.16
ROBB/TED	KNOX THIRD SUB LT 3 XC CITY	789.95
COMMUNITY REDEVELOPMENT AUTHORITY OF GI NE	TALON APARTMENTS SECOND SUB LOT 13	3,973.70
O'REILLY AUTO ENTERPRISES, LLC	RUNZA SUB LT 2 XC CITY	1,595.27
ROBB/MASON D	KNOX THIRD SUB LT 1 XC CITY	1,676.03
FAULKNER/MARK A & SUZANNE G	EQUESTRIAN MEADOWS SUB LT 3	1,886.30
HERITAGE HOSPITALITY INC	VANOSDALL SUB LT 1	874.66
VANOSDALL/DELVIN WAYNE	VANOSDALL SUB LT 2	721.37
		101,862.61

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. 9847 (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 "South Locust Business Improvement District".

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

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

Enacted: September 14, 2021.

Roger J. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item F-5

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

This item relates to the aforementioned Board of Equalization item D-4.

Staff Contact: Patrick Brown

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9848

An ordinance to assess and levy a special tax to pay 2020-2021 operation and maintenance costs of Vehicle Offstreet Parking District No. 3 of the City Of Grand Island, Nebraska; to provide for credit against said assessment and levy for private parking spaces provided; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2020-2021 revenue year cost of Vehicle Offstreet Parking District No. 3 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 Vehicle Offstreet Parking District, after due notice having been given thereof as provided by law; and a special tax for such 2020-2021 revenue year is hereby levied at one time upon such lots, tracts and lands in the City of Grand Island, Hall County, Nebraska, as follows:

Approved as to Form ☐ _____
September 13, 2021 ☐ City Attorney

ORDINANCE NO. 9848 (Cont.)

PARCEL	CURRENT_OW	LEGAL	SQFT	2021 Charge
400004097	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL BLKS 52 & 53 & PT VAC KIMBALL AVE	83,295	\$3,223.52
400004119	CASA DE ORACION, INC	ORIGINAL TOWN N 100.5' E 2/3 LT 1 BLK 54	13,149	\$508.87
400004127	CASA DE ORACION, ONC	ORIGINAL TOWN S 31.9' E 2/3 OF LT 1 BLK 54	1,280	\$49.54
400004135	WING PROPERTIES INC	ORIGINAL TOWN W 1/3 LT 1 BLK 54	-	\$0.00
400004143	WING EMPIRE INC	ORIGINAL TOWN LT 2 BLK 54	18,620	\$720.59
400004151	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 3 BLK 54	-	\$0.00
400004178	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 4 BLK 54	-	\$0.00
400004186	WAYNE/JOHN W & TERESA A	ORIGINAL TOWN N 1/2 W 2/3 LT 6 & N 1/2 LT 5 BLK 54	21,914	\$848.07
400004194	KATROUZOS/GUS G	ORIGINAL TOWN S 60' W 1/3 LT 5 BLK 54	3,924	\$151.86
400004208	KATROUZOS/GUS G	ORIGINAL TOWN S 60' W 16' E 2/3 LT 5 BLK 54	1,856	\$71.83
400004216	PINNACLE BANK	ORIGINAL TOWN E 28' S 1/2 LT 5 & N 6' W 38' S 1/2 LT 5 BLK 54	5,544	\$214.55
400004224	PINNACLE BANK	ORIGINAL TOWN W 22' S 1/2 LT 6 BLK 54	4,356	\$168.58
400004232	WING PROPERTIES INC	ORIGINAL TOWN E 22' W 44' S 1/2 & E 22' LT 6 BLK 54	8,712	\$337.15
400004240	WING PROPERTIES INC	ORIGINAL TOWN W 1/3 LT 7 BLK 54	8,228	\$318.42
400004259	WING PROPERTIES INC	ORIGINAL TOWN C 1/3 LT 7 BLK 54	7,304	\$282.66
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	23,929	\$926.05
400004305	URBAN ISLAND LLC	ORIGINAL TOWN N 1/2 LT 1 BLK 55	12,184	\$471.52
400004313	URBAN ISLAND LLC	ORIGINAL TOWN N 44' OF S 1/2 LT 1 BLK 55	5,280	\$204.34
400004321	IRVINE/VIRGINIA	ORIGINAL TOWN S 22' LT 1 BLK 55	1,320	\$51.08
400004348	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 1/2 LT 3 & ALL LT 2 BLK 55	-	\$0.00
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	-	\$0.00
400004364	HOETFELKER/RUSSELL L	ORIGINAL TOWN S 1/2 W 1/2 LT 3 & S 1/2 LT 4 BLK 55	18,975	\$734.33
400004372	DOWNTOWN CENTER LLC	ORIGINAL TOWN N 67.5' LT 5 BLK 55	-	\$0.00
400004380	ARMSTRONG/MATTHEW E & JANELLE A	ORIGINAL TOWN N 20' S 64.5' LT 5 BLK 55	3,720	\$143.96
400004399	ERIVES ENTERPRISES LLC	ORIGINAL TOWN S 44.5' LT 5 BLK 55	8,530	\$330.11
400004402	FAMOS CONSTRUCTION INC	ORIGINAL TOWN W 2/3 LT 6 BLK 55	15,576	\$602.79
400004429	ARCHIE/JENNIFER L &	ORIGINAL TOWN E 1/3 LT 6 BLK 55	7,568	\$292.88

ORDINANCE NO. 9848 (Cont.)

	FLOYD D			
400004437	NEPPL/KAREN	ORIGINAL TOWN W 1/3 LT 7 BLK 55	5,874	\$227.32
400004445	HEDDE BUILDING LLC	ORIGINAL TOWN E 2/3 LT 7 BLK 55	18,836	\$728.95
400004461	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN W 1/3 LT 8 BLK 55	9,504	\$367.80
400004488	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN C 1/3 LT 8 BLK 55	9,504	\$367.80
400004496	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN E 1/3 LT 8 BLK 55	11,744	\$454.49
400004518	UNION PACIFIC RAILROAD	ORIGINAL TOWN N OF BLKS 55 & 56 134.5' X 550' UP RR ROW	35,460	\$1,372.30
400004526	DOWNTOWN CENTER LLC	ORIGINAL TOWN N 68' LT 1 & ALL LT 2 & E 1/2 LT 3 BLK 56	-	\$0.00
400004534	DOWNTOWN CENTER LLC	ORIGINAL TOWN N 22' S 42' & W 6' S 20' LT 1 BLK 56	-	\$0.00
400004542	DOWNTOWN CENTER LLC	ORIGINAL TOWN N 22' S 64' LT 1 BLK 56	-	\$0.00
400004550	DOWNTOWN CENTER LLC	ORIGINAL TOWN S 20' E 60' LT 1 BLK 56	-	\$0.00
400004569	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL LT 4 & W 1/2 LT 3 BLK 56	-	\$0.00
400004577	MAYHEW/CARL & SUSAN A	ORIGINAL TOWN W 1/3 LT 5 BLK 56	7,964	\$308.21
400004585	TRINTOWN LLC	ORIGINAL TOWN E 2/3 LT 5 BLK 56	16,632	\$643.66
400004593	POHL/JAMES A	ORIGINAL TOWN LT 6 BLK 56	17,424	\$674.31
400004615	JOHNSON/DUANE A & DEE ANN	ORIGINAL TOWN LT 7 BLK 56	24,948	\$965.49
400004623	DOWNTOWN CENTER LLC	ORIGINAL TOWN LT 8 BLK 56	41,938	\$1,623.00
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	-	\$0.00
400004658	J & B RENTALS LLC	ZILLER SUB LT 1	17,424	\$674.31
400004666	THE GRAND FOUNDATION, INC	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 2/3 LT 6 BLK 57	10,968	\$424.46
400004674	EBMT PROPERTIES, LLC	ORIGINAL TOWN LT 7 BLK 57	26,136	\$1,011.46
400004682	AMUR REAL ESTATE LLC	ORIGINAL TOWN LT 8 BLK 57	21,232	\$821.68
400004690	PREMIER SERVICE PROPERTY MANAGEMENT, LLC	ORIGINAL TOWN LTS 1 & 2 BLK 58	698	\$27.01
400004704	FIRSTIER BANK NATIONAL ASSOC	ORIGINAL TOWN N 1/2 LT 4 & N 1/2 LT 3 BLK 58	-	\$0.00
400004712	FIRSTIER BANK NATIONAL ASSOC	ORIGINAL TOWN LT 5 & W 22' LT 6 BLK 58	17,608	\$681.43
400004720	FIRSTIER BANK NATIONAL ASSOC	ORIGINAL TOWN S 1/2 LT 3 & S 1/2 LT 4 BLK 58	-	\$0.00
400004739	STELK/MARK D	JENSEN SUB LT 1	2,024	\$78.33
400004747	CALDERON/ELISEO	ORIGINAL TOWN W 1/3 LT 7 BLK 58	2,634	\$101.94

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400004755	LINDNER-BOMBECK TRUSTEE/MARILYN A	ORIGINAL TOWN C 1/3 LT 7 BLK 58	2,376	\$91.95
400004763	GALVAN/VICTORIA	PRENSA LATINA SUB LT 1	1,892	\$73.22
400004771	CALDERON/ELISEO	PRENSA LATINA SUB LT 2	2,024	\$78.33
400004798	STELK/MARK D	PRENSA LATINA SUB LT 4	4,245	\$164.28
400004801	STELK/MARK D & WANDA L	PRENSA LATINA SUB LT 3	4,240	\$164.09
400004828	MEAD BUILDING CENTERS	ORIGINAL TOWN N 102.5' LT 1 & ALL LT 2 BLK 59	13,464	\$521.06
400004844	T SQUARED PROPERTIES LLC	ORIGINAL TOWN S 29.5' LT 1 BLK 59	-	\$0.00
400004852	THIRD CITY ARCHERS INC	ORIGINAL TOWN S 99' LT 4 & ALL LT 3 BLK 59	7,992	\$309.29
400004860	MEAD BUILDING CENTERS	ORIGINAL TOWN N 33' LT 4 BLK 59	6,996	\$270.75
400004879	SPIRIT IN THE SKY LLC	ORIGINAL TOWN LT 5 BLK 59	8,712	\$337.15
400004887	LUCERO/JOSE LUIS & AURA	ORIGINAL TOWN E 23' W 46' LT 6 BLK 59	3,251	\$125.81
400004895	GERDES/LARRY C & MARY ANN	ORIGINAL TOWN W 23' LT 6 BLK 59	2,998	\$116.02
400004909	BERTA/GARY J & BILLIE J	ORIGINAL TOWN E 20' LT 6 & W 1/2 LT 7 BLK 59	2,100	\$81.27
400004917	T SQUARED PROPERTIES LLC	ORIGINAL TOWN W 22' E 1/2 LT 7 BLK 59	4,972	\$192.42
400004925	T SQUARED PROPERTIES LLC	ORIGINAL TOWN E 11' LT 7 & ALL LT 8 BLK 59	17,787	\$688.36
400005050	D & A INVESTMENTS LLC	ORIGINAL TOWN S 44' LT 1 BLK 62	2,904	\$112.38
400005069	D & A INVESTMENTS LLC	ORIGINAL TOWN N 88' LT 1 BLK 62	5,808	\$224.77
400005077	D & A INVESTMENTS LLC	ORIGINAL TOWN LT 2 BLK 62	8,712	\$337.15
400005085	D & A INVESTMENTS, INC	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND S 66' LT 4 & N 66' E 57' LT 3 & S 66' LT 3 BLK 62	7,524	\$291.18
400005093	D & A INVESTMENTS LLC	ORIGINAL TOWN N 66' W 9' LT 3 & N 66' LT 4 BLK 62	1,585	\$61.34
400005166	HUENEFELD/DANIEL C & LINDA K	ORIGINAL TOWN LTS 1 & 2 BLK 63	30,956	\$1,198.00
400005174	LL FORGY PROPERTIES, LLC	ORIGINAL TOWN E 2/3 LT 3 BLK 63	17,424	\$674.31
400005182	MASONIC TEMPLECRAFT ASSO OF GI	ORIGINAL TOWN W 1/3 LT 3 & E 1/3 LT 4 BLK 63	11,616	\$449.54
400005190	GUERRERO/ROCIO A ESPARZA	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND W 2/3 LT 4 BLK 63	11,616	\$449.54
400005204	WARDENS & VESTRYMEN OF ST	ST. STEPHENS SUB TO THE CITY OF GRAND ISLAND LT 1	15,561	\$602.21
400005212	WARDENS & VESTRY ST STEPHENS	ST. STEPHENS SUB TO THE CITY OF GRAND ISLAND LT 2	-	\$0.00
400005220	HACK/MONTE C & SHERI S	ORIGINAL TOWN S 88' LT 8 BLK 63	1,668	\$64.55

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400005239	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN N 44' LT 8 BLK 63	8,712	\$337.15
400005247	NIELSEN/THOMAS L & LOIS E	ORIGINAL TOWN E 1/3 LT 1 BLK 64	8,657	\$335.03
400005255	HAND/CRAIG C	ORIGINAL TOWN C 1/3 LT 1 BLK 64	7,243	\$280.30
400005263	BOWEN/STEPHEN T & JACQUELINE E	ORIGINAL TOWN W 1/3 LT 1 BLK 64	6,496	\$251.40
400005271	AVILA/LOURDES	ORIGINAL TOWN E 44' LT 2 BLK 64	11,000	\$425.70
400005298	VANWINKLE LIMITED LLC	ORIGINAL TOWN W 1/3 LT 2 BLK 64	4,375	\$169.31
400005301	DOUBLE S PROPERTIES LLC	ORIGINAL TOWN E 1/3 LT 3 BLK 64	8,448	\$326.94
400005328	ALVAREZ/ABRAHAM HERMOSILLO	ORIGINAL TOWN W 2/3 LT 3 BLK 64	16,896	\$653.88
400005336	GERDES/GALEN E & TAMERA M	ORIGINAL TOWN LT 4 BLK 64	26,136	\$1,011.46
400005344	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 5 BLK 64	-	\$0.00
400005352	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 6 & 7 BLK 64	-	\$0.00
400005360	WAGONER/MICHAEL	ORIGINAL TOWN N 22' LT 8 BLK 64	4,158	\$160.91
400005379	TAYLOR/TERRY N & SUSAN M	ORIGINAL TOWN S 1/2 N 1/3 LT 8 BLK 64	4,136	\$160.06
400005387	PERFORMANCE PLUS LIQUIDS, INC	ORIGINAL TOWN N 44' S 88' LT 8 BLK 64	8,712	\$337.15
400005395	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND S 44' LT 8 BLK 64	-	\$0.00
400005409	HEDDE BUILDING LLC	ORIGINAL TOWN LT 1 BLK 65	33,840	\$1,309.61
400005417	NIELSEN/THOMAS L & LOIS E	ORIGINAL TOWN E 1/3 LT 2 BLK 65	8,712	\$337.15
400005425	TAKE FLIGHT INVESTMENTS LLC	ORIGINAL TOWN C 1/3 LT 2 BLK 65	8,316	\$321.83
400005433	ARCHWAY PARTNERSHIP	ORIGINAL TOWN W 1/3 LT 2 BLK 65	6,666	\$257.97
400005441	TAKE FLIGHT INVESTMENTS, LLC	ORIGINAL TOWN E 1/3 LT 3 BLK 65	4,884	\$189.01
400005468	IGLESIA EVANGELICA PENTECOSTES	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND C 1/3 LT 3 BLK 65	7,304	\$282.66
400005476	SPOTANSKI/MARK & TERESA	ORIGINAL TOWN W 1/3 LT 3 BLK 65	7,920	\$306.50
400005484	HOFFER/ALLEN & LINDA	ORIGINAL TOWN E 1/3 LT 4 BLK 65	7,920	\$306.50
400005492	SHADA CONSTRUCTION, LLC	ORIGINAL TOWN W 2/3 LT 4 BLK 65	16,494	\$638.32
400005506	J & B RENTALS LLC	ORIGINAL TOWN S 44' N 1/2 LT 5 BLK 65	8,536	\$330.34
400005514	TAYLOR/TERRY N & SUSAN M	ORIGINAL TOWN N 22' LT 5 BLK 65	4,356	\$168.58
400005522	J O ENTERPRISES INC	ORIGINAL TOWN S 1/2 LT 5 BLK 65	8,148	\$315.33
400005530	J & B RENTALS LLC	ORIGINAL TOWN W 1/3 LT 6 BLK 65	5,128	\$198.45
400005549	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN E 2/3 LT 6 BLK 65	14,048	\$543.66

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400005557	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN W 1/2 LT 7 BLK 65	9,900	\$383.13
400005565	C & S GROUP LLC	ORIGINAL TOWN N 55' E 1/2 LT 7 & N 55' LT 8 BLK 65	-	\$0.00
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	5,430	\$210.14
400005581	PARMLEY/DAVID J	ORIGINAL TOWN C 22' E 4' LT 7 & C 22' LT 8 BLK 65	4,620	\$178.79
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	6,720	\$260.06
400005611	AZTECA MARKET LLC	ORIGINAL TOWN LTS 1 & 2 BLK 66	52,272	\$2,022.93
400005638	FRANCO ENTERTAINMENT, LLC	ORIGINAL TOWN W 2/3 LT 3 XC W 17.5' OF S 44' BLK 66	12,358	\$478.25
400005646	VIPPERMAN/JOHN FREDRICK	ORIGINAL TOWN E 1/3 LT 3 BLK 66	8,712	\$337.15
400005654	RISE PROPERTIES, LLC	ORIGINAL TOWN N 88' E 1/3 LT 4 BLK 66	5,094	\$197.14
400005662	ARENDS/SIERRA	ORIGINAL TOWN N 88' C 1/3 LT 4 BLK 66	5,148	\$199.23
400005670	WING EMPIRE INC	ORIGINAL TOWN N 80' W 1/3 LT 4 BLK 66	4,620	\$178.79
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	27,104	\$1,048.92
400005697	PEACEFUL ROOT LLC	ORIGINAL TOWN W 1/3 LT 6 & ALL LT 5 BLK 66	27,407	\$1,060.65
400005700	PEACEFUL ROOT LLC	ORIGINAL TOWN E 2/3 LT 6 & W 1/3 LT 7 BLK 66	21,780	\$842.89
400005719	RAWR HOLDINGS LLC	ORIGINAL TOWN E 2/3 LT 7 BLK 66	7,832	\$303.10
400005721	PROCON MANAGEMENT INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 100 (1ST FLOOR)~	3,139	\$121.48
400005722	PROCON MANAGEMENT INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 101 (FIRST FLOOR)~	3,260	\$126.16
400005723	PROCON MANAGEMENT INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 201 (2ND FLOOR)	7,049	\$272.80
400005725	GRAND ISLAND REAL ESTATE	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 301 (3RD FLOOR)	7,223	\$279.53
400005727	PROCON MANAGEMENT INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 001 (BASEMENT)	8,406	\$325.31
400005729	OLD CITY HALL COND ASSO INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME (COMMON AREA)	3,753	\$145.24
400005735	CITY OF GI	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND N 1/2 BLK 67	-	\$0.00
400005743	COUNTY OF HALL NEBRASKA	ORIGINAL TOWN S 1/2 BLK 67	8,945	\$346.17
400005751	S&V INVESTMENTS, LLC	ORIGINAL TOWN TO THE CITY OF	-	\$0.00

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		GRAND ISLAND E 1/3 LT 2 & ALL LT 1 BLK 68		
400005786	S & V INVESTMENTS LLC	SV SUB LT 1	10,560	\$408.67
400006685	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL BLK 78 & VACATED ALLEY	49,773	\$1,926.22
400006707	EQUITABLE BLDG & LOAN ASSN/THE	ORIGINAL TOWN LT 1 BLK 79	434	\$16.80
400006715	EQUITABLE BLDG & LOAN ASSN OF GI	ORIGINAL TOWN LT 2 BLK 79	-	\$0.00
400006723	EQUITABLE BLDG & LOAN ASSN/THE	ORIGINAL TOWN S 44' LT 3 & S 44' LT 4 BLK 79	8,690	\$336.30
400006766	EQUITABLE BLDG & LOAN ASSN OF GI	ORIGINAL TOWN N 26' 10.5 LT 8 BLK 79	-	\$0.00
400006774	EQUITABLE BLDG & LOAN ASSN OF G I	ORIGINAL TOWN S 17' 1.5 N 44' LT 8 BLK 79	-	\$0.00
400006782	EQUITABLE BLDG & LOAN ASSN OF G I	ORIGINAL TOWN S 88' LT 8 BLK 79	-	\$0.00
400006790	CALDERON/ELISEO	ORIGINAL TOWN E 22' LT 4 & W 22' LT 3 BLK 80	17,600	\$681.12
400006809	CALDERON/ELISEO	ORIGINAL TOWN W 44' LT 4 BLK 80	17,864	\$691.34
400006812	NORTHWESTERN BELL TELE CO	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 5-6-7 BLK 80	86,184	\$3,335.32
400006820	NORTHWESTERN BELL TELE CO	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND N 44' LT 8 BLK 80	-	\$0.00
400006839	MCDERMOTT/NIELS C & VIRGINIA A	ORIGINAL TOWN C 1/3 LT 8 BLK 80	2,836	\$109.75
400006847	HALL CO	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 1-2 & E 44' LT 3 BLK 80	30,263	\$1,171.18
400006863	MITCHELL/DEREK L & RUTH E	ORIGINAL TOWN S 44' LT 8 BLK 80	2,904	\$112.38
400006871	VICTORY BIBLE FELLOWSHIP OF THE	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 1 BLK 81	34,752	\$1,344.90
400006898	GRAND ISLAND AREA CHAMBER OF COMMERCE	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 2/3 LT 2 BLK 81	12,760	\$493.81
400006901	TRAMPE/RONALD EUGENE	ORIGINAL TOWN W 1/3 LT 2 BLK 81	2,420	\$93.65
400006928	TINAJERO/FRANCISCO	ORIGINAL TOWN E 1/3 LT 3 BLK 81	2,464	\$95.36
400006936	ENCINGER ENTERPRISES LLC	ORIGINAL TOWN C 1/3 LT 3 BLK 81	7,106	\$275.00
400006944	ZOUL PROPERTIES, LLC	ORIGINAL TOWN W 1/3 LT 3 & ALL 4 BLK 81	4,860	\$188.08
400006952	MEHRING & SHADA PROPERTIES LLC	ORIGINAL TOWN LT 5 BLK 81	5,868	\$227.09
400006960	MEHRING & SHADA PROPERTIES LLC	ORIGINAL TOWN LT 6 BLK 81	2,426	\$93.89
400006979	WHEELER STREET PARTNERSHIP	ORIGINAL TOWN LT 7 & S 2/3 LT 8 BLK 81	10,540	\$407.90
400006987	WHEELER ST PARTNERSHIP	ORIGINAL TOWN N 1/3 LT 8 BLK 81	7,656	\$296.29

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400006995	GRAND ISLAND INDEPENDENT	ORIGINAL TOWN LT 1 & PT VAC ALLEY BLK 82	-	\$0.00
400007002	GRAND ISLAND INDEPENDENT	ORIGINAL TOWN LT 2 & PT VAC ALLEY BLK 82	4,742	\$183.52
400007010	GRAND ISLAND INDEPENDENT	ORIGINAL TOWN LT 3 & PT VAC ALLEY BLK 82	-	\$0.00
400007029	GRAND ISLAND INDEPENDENT	ORIGINAL TOWN LT 4 & PT VAC ALLEY BLK 82	-	\$0.00
400007037	GRAND ISLAND INDEPENDENT	ORIGINAL TOWN LTS 5-6-7-8 & PT VAC ALLEY BLK 82	29,053	\$1,124.35
400007223	GRAND ISLAND LIEDERKRANZ	ORIGINAL TOWN PT LTS 1-2-3 & 4 BLK 87	33,632	\$1,301.56
400007304	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL BLK 88	-	\$0.00
400007312	DODGE & ELK PARK LOTS	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND PT BLK 89	-	\$0.00
400007320	THOMPSON/CHRIS	ORIGINAL TOWN N 60' FR LTS 1 & 2 & N 60' OF E 24' OF LT 3 BLK 89	17,122	\$662.62
400039605	HALL CO	COURT HOUSE ADD TO THE CITY OF GRAND ISLAND LT 1	-	\$0.00
400039613	HALL CO	COURT HOUSE ADD TO THE CITY OF GRAND ISLAND LT 2	-	\$0.00
400039621	HALL CO	COURT HOUSE ADD TO THE CITY OF GRAND ISLAND LT 3	-	\$0.00
400039648	HALL CO	COURT HOUSE ADD TO THE CITY OF GRAND ISLAND LT 4	-	\$0.00
400135868	L.P.B. LLC	GILBERT'S SUB NORTH, PART OF BLK 79, ORIGINAL TOWN 22' X 99' LT A	2,904	\$112.38
400135876	EQUITABLE BUILDING & LOAN ASSOC	GILBERT'S SUB NORTH, PART OF BLK 79, ORIGINAL TOWN LT B	1,452	\$56.19
400143259	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 102	939	\$36.34
400143267	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 103	1,364	\$52.79
400143275	EQUITABLE BUILDING & LOAN ASSN/THE	THE YANCEY, A CONDOMINIUM UNIT 104	3,367	\$130.30
400143283	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 201A	3,616	\$139.94
400143291	DEVCO INVESTMENT CORPORATION	THE YANCEY, A CONDOMINIUM UNIT 301	787	\$30.46
400143305	GEORGE/MOLLIE JO	THE YANCEY, A CONDOMINIUM UNIT 302	567	\$21.94
400143313	FARR/THOMAS M & NITA J	THE YANCEY, A CONDOMINIUM UNIT 303	730	\$28.25
400143321	JENSEN/PATTI	THE YANCEY, A CONDOMINIUM UNIT 304	734	\$28.41
400143348	HINRICHS/DARRELL D & MARLENE M	THE YANCEY, A CONDOMINIUM UNIT 305	910	\$35.22
400143356	HETTLE/MICHAEL	THE YANCEY, A CONDOMINIUM UNIT 401	582	\$22.52
400143364	GOMEZ/SARA	THE YANCEY, A CONDOMINIUM UNIT 402	654	\$25.31
400143372	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 403	631	\$24.42

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400143380	MEYER/RONNY A & LYNN M	THE YANCEY, A CONDOMINIUM UNIT 404	722	\$27.94
400143399	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 405	630	\$24.38
400143402	POWERS/YOLANDA L	THE YANCEY, A CONDOMINIUM UNIT 406	623	\$24.11
400143410	THE A-A-RON GROUP, LLC	THE YANCEY, A CONDOMINIUM UNIT 407	900	\$34.83
400143429	LUCE/ERIC D	THE YANCEY, A CONDOMINIUM UNIT 501	582	\$22.52
400143437	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 502	671	\$25.97
400143445	QUALITY QTRS. LLC	THE YANCEY, A CONDOMINIUM UNIT 503	631	\$24.42
400143453	JENSEN/PATTI	THE YANCEY, A CONDOMINIUM UNIT 504	722	\$27.94
400143461	FIELDGROVE/SUSAN LEA	THE YANCEY, A CONDOMINIUM UNIT 505	630	\$24.38
400143488	BERGHOLZ/MICHAEL J	THE YANCEY, A CONDOMINIUM UNIT 506	623	\$24.11
400143496	ALEXANDER/WENDY L	THE YANCEY, A CONDOMINIUM UNIT 507	900	\$34.83
400143518	ROE/JIM GAYLORD & ADRIANA	THE YANCEY, A CONDOMINIUM UNIT 601	582	\$22.52
400143526	ROE/JIM GAYLORD & ADRIANA	THE YANCEY, A CONDOMINIUM UNIT 602	671	\$25.97
400143534	POST/KAELEIGH	THE YANCEY, A CONDOMINIUM UNIT 603	631	\$24.42
400143542	JOHNSTON/ANDREW COLE	THE YANCEY, A CONDOMINIUM UNIT 604	722	\$27.94
400143550	NELSON/DEAN A	THE YANCEY, A CONDOMINIUM UNIT 605	630	\$24.38
400143569	LEE/EVAN E & TEREASA T MCDONALD	THE YANCEY, A CONDOMINIUM UNIT 606	623	\$24.11
400143577	KILE/ABBY	THE YANCEY, A CONDOMINIUM UNIT 607	900	\$34.83
400143585	HINRICHS/DARRELL & MARLENE	THE YANCEY, A CONDOMINIUM UNIT 701	582	\$22.52
400143593	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 702	671	\$25.97
400143607	LUBER/HANNAH	THE YANCEY, A CONDOMINIUM UNIT 703	631	\$24.42
400143615	BURTSCHER/JAN L	THE YANCEY, A CONDOMINIUM UNIT 704	722	\$27.94
400143623	SEADREAM ENTERPRISES, LLC	THE YANCEY, A CONDOMINIUM UNIT 705	630	\$24.38
400143631	WAINWRIGHT/TODD AARON	THE YANCEY, A CONDOMINIUM UNIT 706	623	\$24.11
400143658	SABELS/MARTIN C	THE YANCEY, A CONDOMINIUM UNIT 707	900	\$34.83
400143666	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 801	582	\$22.52
400143674	APPEL/AUSTIN	THE YANCEY, A CONDOMINIUM UNIT 802	671	\$25.97

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400143682	ZAVALA/VINCENT & SHARON	THE YANCEY, A CONDOMINIUM UNIT 803	740	\$28.64
400143690	NESIBA/ MERLIN J & JUDY M	THE YANCEY, A CONDOMINIUM UNIT 804	1,062	\$41.10
400143704	POWERS/YOLANDA L	THE YANCEY, A CONDOMINIUM UNIT 805	803	\$31.08
400143712	NELSON/JACK L	THE YANCEY, A CONDOMINIUM UNIT 806	1,001	\$38.74
400143720	HINRICHS/DARRELL D & MARLENE	THE YANCEY, A CONDOMINIUM UNIT 901	582	\$22.52
400143739	STEVENS/KARI	THE YANCEY, A CONDOMINIUM UNIT 902	671	\$25.97
400143747	DETLEFSEN/DARRELL F & LISA	THE YANCEY, A CONDOMINIUM UNIT 903	740	\$28.64
400143755	NICKERSON/MITCHELL & SUSAN	THE YANCEY, A CONDOMINIUM UNIT 904	1,062	\$41.10
400143763	DIZMANG/TAMMY L	THE YANCEY, A CONDOMINIUM UNIT 905	803	\$31.08
400143771	JENSEN/PATTI	THE YANCEY, A CONDOMINIUM UNIT 906	1,001	\$38.74
400143798	TODD/LINDA M	THE YANCEY, A CONDOMINIUM UNIT 1001	582	\$22.52
400143801	WEINRICH/WILLIAM	THE YANCEY, A CONDOMINIUM UNIT 1002	671	\$25.97
400143828	JENSEN/PATTI	THE YANCEY, A CONDOMINIUM UNIT 1003	740	\$28.64
400143836	WHITEHEAD/DIANA L	THE YANCEY, A CONDOMINIUM UNIT 1004	1,062	\$41.10
400143844	YENNIFRE, LLC	THE YANCEY, A CONDOMINIUM UNIT 1005	803	\$31.08
400143852	ADEN/STEVEN G	THE YANCEY, A CONDOMINIUM UNIT 1006	1,001	\$38.74
400143860	MYERS/JON M & CHANDRA L	THE YANCEY, A CONDOMINIUM UNIT 1101	582	\$22.52
400143879	MUSQUIZ/LARRY J	THE YANCEY, A CONDOMINIUM UNIT 1102	671	\$25.97
400143887	BUCKLEY/LYNN A	THE YANCEY, A CONDOMINIUM UNIT 1103	740	\$28.64
400143895	PERFORMANCE PLUS LIQUIDS INC	THE YANCEY, A CONDOMINIUM UNIT 1104	1,062	\$41.10
400143909	BOLEY/LOREN E	THE YANCEY, A CONDOMINIUM UNIT 1105	803	\$31.08
400143917	AULNER/KRISTINE	THE YANCEY, A CONDOMINIUM UNIT 1106	1,001	\$38.74
400287218	ARTVEST III	THE YANCEY, A CONDOMINIUM UNIT 002	514	\$19.89
400287226	ARTVEST III	THE YANCEY, A CONDOMINIUM UNIT 001	2,068	\$80.03
400287390	ELLISON/ROXANN T	ORIGINAL TOWN W 18.9' OF E 33' OF S 25.1' LT 7 BLK 65	450	\$17.42
400292963	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 101	227	\$8.78
400292971	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 201B	437	\$16.91

ORDINANCE NO. 9848 (Cont.)

400292998	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 201C	1,100	\$42.57
400293005	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 201D	839	\$32.47
400293498	UNION PACIFIC RAILROAD	MISCELLANEOUS TRACTS 15-11-9 TO CITY OF G I, PT NW 1/4, LOCATED S~OF BLKS 44-45-46-47-48 O.T.~	-	\$0.00
400293501	UNION PACIFIC RAILROAD	MISCELLANEOUS TRACTS 16-11-9 TO THE CITY OF GRAND ISLAND PT NE 1/4	-	\$0.00
400294982	HOME FEDERAL SAVINGS & LOAN	ORIGINAL TOWN PT LTS 1-2-3-4-7 & ALL 5 & 6 & PT VACATED ALLEY BLK 89	416	\$16.10
400325705	CALDERON/ELISEO	JENSEN SUB LT 2	1,650	\$63.86
400328798	MEAD BUILDING CENTERS	IMPROVEMENTS ONLY LOCATED ON NO OF BLK 59 O.T. MISC TRACTS 16-11-9 LANDOWNER: U NION PACIFIC RAILROAD	25,439	\$984.49
400367009	IGLESIA EVANGELICA PENTECOSTES	ZILLER SUB LT 2	16,254	\$629.03
400401681	GRAND ISLAND/CITY OF	WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND VACATED ST SOUTH OF LT 1	-	\$0.00
400424177	CITY OF GRAND ISLAND	ORIGINAL TOWN S 1/2 LT 1 BLK 57	-	\$0.00
400467186	GRAND ISLAND LIEDERKRANZ	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND PT LTS 1-2-3 & 4 BLK 87	33,632	\$1,301.56
400475235	CITY OF GRAND ISLAND	PARKING RAMP SUB TO THE CITY OF GRAND ISLAND LTS 1-2-& 3	-	\$0.00
				\$70,109.38

SECTION 2. The special tax shall become delinquent fifty (50) days from the 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 accrue thereon.

SECTION 4. Upon due and proper application received from the owner of any assessed tract or parcel, a tax credit may be provided in the amount of \$10.00 for each private parking space located upon the assessed tract or parcel, which credit shall be applied against the special tax due not to exceed the amount of the special assessment and tax. To qualify for credit,

ORDINANCE NO. 9848 (Cont.)

a parking space shall be of sufficient size for parking a passenger car. Application for the credit shall be made upon a form provided by the City's Finance Department and shall be received prior to the date of the special assessment delinquency.

SECTION 4. The city treasurer of the City of Grand Island, Nebraska, is hereby directed to collect the amount of said taxes herein set forth, less applicable credits, as provided by law.

SECTION 5. Such special assessments shall be paid into a fund to be designated as the "Vehicle Offstreet Parking District No. 3".

SECTION 6. Any provision of the Grand Island City Code, any ordinance, or part of an ordinance in conflict herewith is hereby repealed.

SECTION 7. 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 14, 2021

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item F-6

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

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: September 14, 2021

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

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

Background

A public sanitary sewer easement within Bosselman Crossing Subdivision was filed with Hall County Register of Deeds on August 9, 2021 as Document No. 202106775.

Discussion

Public easements were dedicated with the original plat of Bosselman Crossing Subdivision, before site design was complete. The initial location of the sanitary sewer easement was estimated and needs to be relocated, therefore City Council is being asked at tonight's meeting to vacate the initial easement and acquire a new one in the appropriate location. A sketch is attached to show the easement area.

Alternatives

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

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

Recommendation

City Administration recommends that the Council pass an ordinance vacating the public sanitary sewer easement in Bosselman Crossing Subdivision; 3436 S Locust Street (Bosselman Pump & Pantry, Inc.).

Sample Motion

Move to pass an ordinance vacating the easement.

ORDINANCE NO.

An ordinance to vacate an existing public sanitary sewer easement and to provide for filing this ordinance in the office of the Register of Deeds of Hall County, Nebraska; to repeal any ordinance or parts of ordinances in conflict herewith, and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That existing public sanitary sewer easement located in Bosselman Crossing Subdivision, in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

VACATE A 20 FT SANITARY EASEMENT LOCATED IN PART OF LOTS 1 AND 2, BOSSELMAN CROSSING SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A SOUTHWEST CORNER OF LOT 1, BOSSELMAN CROSSING SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N89°57'59"E, ALONG THE SOUTH LINE OF SAID LOT 1 AND ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF LAKE STREET; A DISTANCE OF 20.00 FEET SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N00°12'32"W A DISTANCE OF 166.53 FEET; THENCE N01°05'52"W A DISTANCE OF 207.60 FEET; THENCE N89°57'59"E A DISTANCE OF 20.00 FEET; THENCE S01°05'52"E A DISTANCE OF 207.39 FEET; THENCE S00°12'32"E A DISTANCE OF 166.75 FEET TO A POINT ON SAID SOUTH LINE OF LOT 1 AND SAID NORTH RIGHT-OF-WAY LINE OF LAKE STREET; THENCE S89°57'59"W, ALONG SAID SOUTH LINE, A DISTANCE OF 20.00

Approved as to Form	☐ _____
September 13, 2021	☐ City Attorney

ORDINANCE NO. _____ (Cont.)

FEET TO THE POINT OF BEGINNING. SAID SANITARY EASEMENT VACATE CONTAINS 7482.76 SQUARE FEET OR 0.172 ACRES MORE OR LESS.

is hereby vacated. Such easement to be vacated is shown and more particularly described on Easement Vacate Exhibit 1 attached hereto.

SECTION 2. The title to the property vacated by Section 1 of this ordinance shall revert to the owner or owners of the real estate upon which the easement is located.

SECTION 3. This ordinance is directed to be filed, with the drawing, in the office of the Register of Deeds of Hall County, Nebraska.

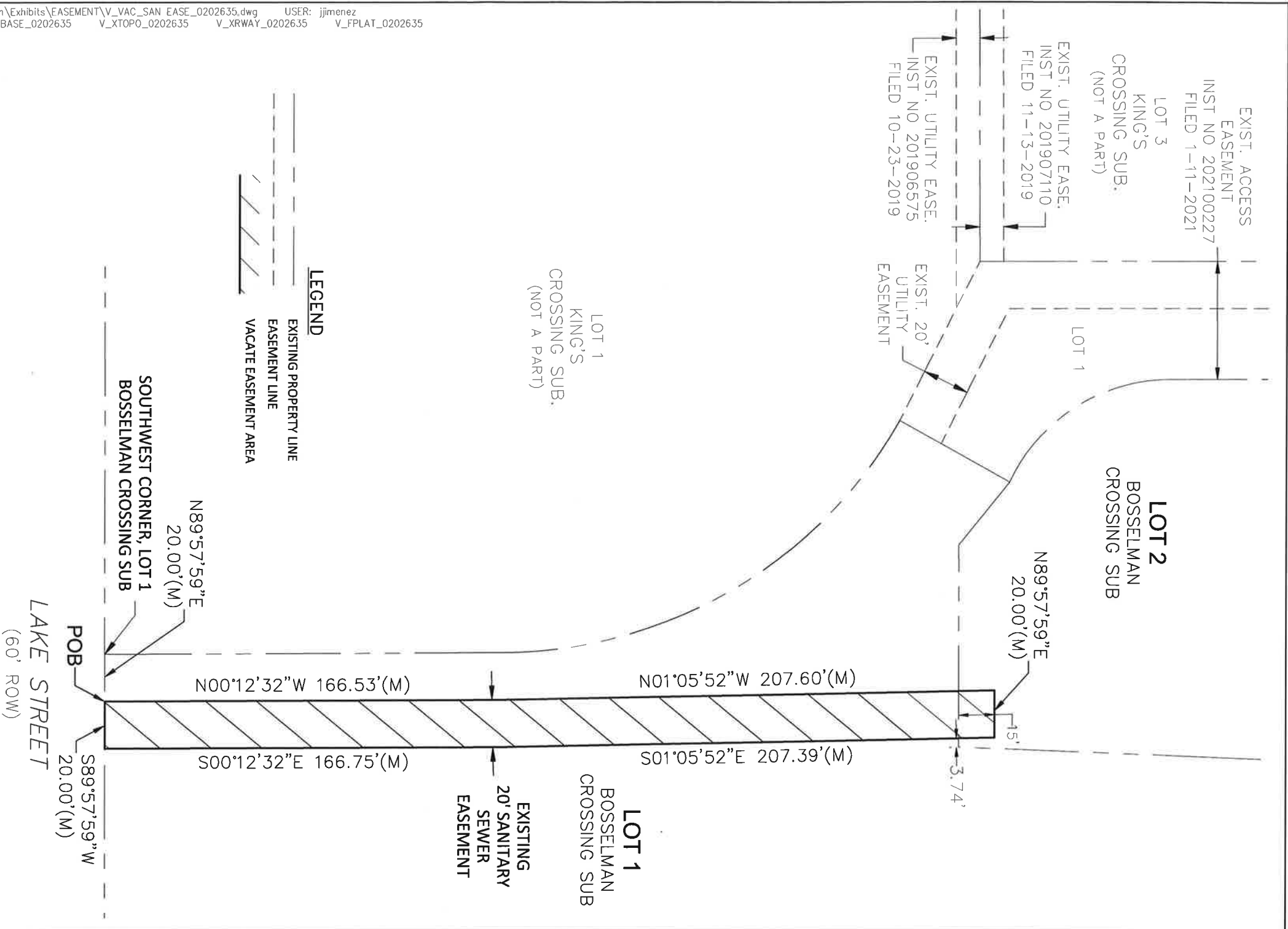
SECTION 4. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: September 14, 2021

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



SANITARY EASEMENT VACATE DESCRIPTION

VACATE A 20 FT SANITARY EASEMENT LOCATED IN PART OF LOTS 1 AND 2, BOSSELMAN CROSSING SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A SOUTHWEST CORNER OF LOT 1, BOSSELMAN CROSSING SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N89°57'59"E, ALONG THE SOUTH LINE OF SAID LOT 1 AND ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF LAKE STREET, A DISTANCE OF 20.00 FEET SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N00°12'32"W A DISTANCE OF 166.53 FEET; THENCE N01°05'52"W A DISTANCE OF 207.60 FEET; THENCE N89°57'59"E A DISTANCE OF 20.00 FEET; THENCE S01°05'52"E A DISTANCE OF 207.39 FEET; THENCE S00°12'32"E A DISTANCE OF 166.75 FEET TO A POINT ON SAID SOUTH LINE OF LOT 1 AND SAID NORTH RIGHT-OF-WAY LINE OF LAKE STREET; THENCE S89°57'59"W, ALONG SAID SOUTH LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID SANITARY EASEMENT VACATE CONTAINS 7482.76 SQUARE FEET OR 0.172 ACRES MORE OR LESS.

DWG: F:\2020\2501-3000\020-2635\40-Design\Exhibits\EASEMENT_V_VAC_SAN_EASE_0202635.dwg USER: jjimenez
 DATE: Aug 26, 2021 11:57am XREFS: C_PBASE_0202635 V_XTOPO_0202635 V_XRWAY_0202635 V_FPLAT_0202635

PROJECT NO: 020-2635
 DRAWN BY: JMJ
 DATE: 08.26.2021

SANITARY EASEMENT VACATE

olsson
 201 East 2nd Street
 Grand Island, NE 68801
 TEL 308.384.8750

EXHIBIT
1



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item F-7

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

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

Staff Contact: Chad Nabity

* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9850

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land west North Road and south of 13th Street along with all adjoining public Right-of-Way in Hall County, Nebraska as more particularly described hereinafter and as shown on Exhibit “A” attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, the Grand Island City Council passed Resolution #2021-200 on August 10, 2021 stating their intent to annex said property and setting September 14, 2021 as the date for a public hearing on said annexation; and

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

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

Approved as to Form ☐ _____
September 13, 2021 ☐ City Attorney

ORDINANCE NO. 9850 (Cont.)

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

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

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

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

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

SECTION 1. It is hereby found and determined that:

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

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

ORDINANCE NO. 9850 (Cont.)

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that this annexation will have no impact on the extraterritorial zoning jurisdiction.

(D) There is unity of interest in the use of the said tract of land, lots, tracts, highways and streets (lands) with the use of land in the City, and the community convenience and welfare and in the interests of the said City will be enhanced through incorporating the subject land within the corporate limits of the City of Grand Island.

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

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

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

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

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

ORDINANCE NO. 9850 (Cont.)

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

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

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

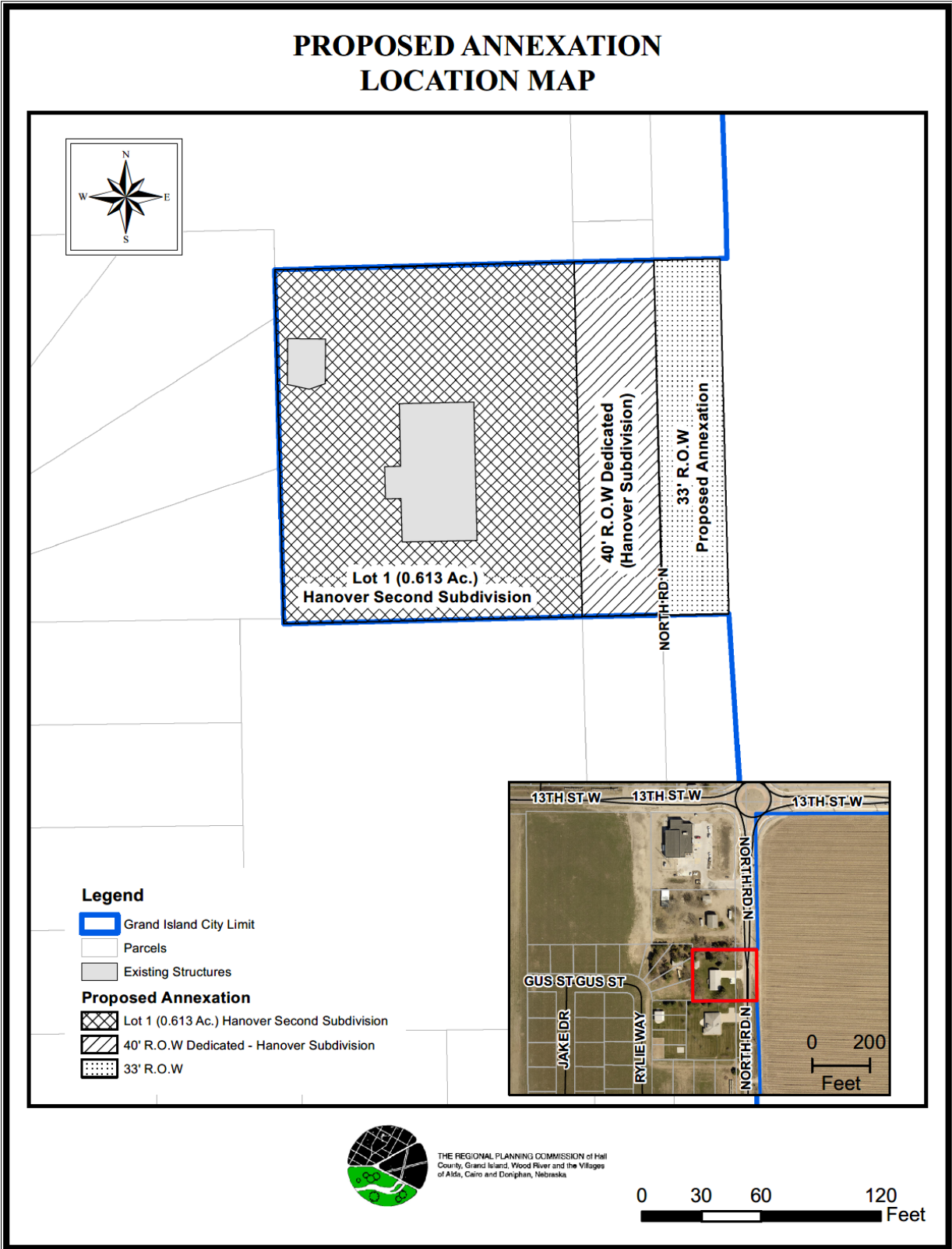
Enacted: September 14, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

PROPOSED ANNEXATION LOCATION MAP



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

0 30 60 120 Feet



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item G-1

Approving Minutes of August 24, 2021 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

August 24, 2021

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on August 24, 2021. Notice of the meeting was given in *The Grand Island Independent* on August 18, 2021.

Mayor Roger G. Steele called the meeting to order at 7:00 p.m. The following City Council members were present: Mike Paulick, Michelle Fitzke, Mark Stelk, Jason Conley, Vaughn Minton, Bethany Guzinski, Maggie Mendoza, Mitch Nickerson, and Chuck Haase. Councilmember Justin Scott was absent. The following City Officials were present: City Administrator Jerry Janulewicz, City Clerk RaNae Edwards, Finance Director Patrick Brown, Interim City Attorney Stacy Nonhof and Public Works Director John Collins.

INVOCATION was given by Pastor Steven Peeler, Messiah Lutheran Church, 708 North Locust Street followed by the PLEDGE OF ALLEGIANCE.

PRESENTATIONS:

Community Redevelopment Authority (CRA) Budget Presentation. Regional Planning Director Chad Nabity presented the 2021-2022 Community Redevelopment Authority (CRA) budget. The CRA was requesting property tax revenues of \$745,146 including \$196,818 for Lincoln Pool Construction and Bonds and \$548,328 for all other CRA programs. The CRA was requesting that the levy remain the same increasing the tax ask by \$45,138. It was anticipated that there would be more interest in the façade program for the upcoming year based on applications received at this time. Railside BID also submitted a project list detail upwards of \$335,000 of potential requests for funding from the CRA. At this point it was based on the certified valuation for 2021 the levy would be 0.020546 per \$100 valuation.

Amos Anson, 4234 Arizona Avenue spoke in support.

PUBLIC HEARINGS:

Public Hearing on Proposed Blighted and Substandard Area 33 for approximately 210 Acres located West of Prairieview Street North of Husker Highway (Innate Development, LLC). Regional Planning Director Chad Nabity that Innate Development LLC had commissioned a Blight and Substandard Study for Proposed Redevelopment Area No. 33. This study was approximately 210 acres of property located west of Prairieview Street and north of Husker Highway in western Grand Island. Staff recommended approval. Keith Marvin, David City, Nebraska; Scott Rief, 160 Ponderosa Court; and Ron Depue, 308 North Locust Street spoke in support. No further public testimony was heard.

Public Hearing on Amending the FY 2020-2021 Budget Relative to Enterprise Fund. Finance Director Patrick Brown reported that City Finance and Administration was requesting the consideration of a budget amendment for approval. The increase was for \$36,720,253. The reasons for amendment include the following: February 2021 weather event caused our Electric Department higher than normal power purchasing requirements; the employee cafeteria plan had more pass through money than was planned and the special assessment fund had expenses from an unplanned foreclosure process. Staff recommended approval. No public testimony was heard.

Public Hearing on City General Property and CRA Tax Requests. Finance Director Patrick Brown reported that the 2021 Valuations for the City of Grand Island increased over the 2020 valuation by \$219,672,163 or 6.45%. If the City applied the FY2020-2021 mill levy of 0.3650 to the new valuation of \$3,626,392,825, the City's Property Tax revenue would be \$13,236,452, a tax increase of \$801,811 over the prior year. If the City applied the FY2020-2021 Property Tax Ask to the new valuation there would be no tax increase and the mill levy would decrease to 0.3236 for the City.

The Community Redevelopment Authority (CRA) was requesting the mill levy be the same as last year and was requesting \$745,146 in Property Tax. Staff recommended that Council approve decreasing the mill levy to 0.3441 in order to request \$11,734,634 (same as last year) of Property Tax for City general and increasing the Property Tax for CRA to \$745,146 for FY2022 for a total request of \$12,479,780. Staff recommended approval. No public testimony was heard.

Public Hearing on FY 2021-2022 Annual Budget for Parking District #2 (Ramp). Finance Director Patrick Brown reported that the 2021 Valuations for the Downtown Improvement District #2 (Ramp) increased over the 2020 valuation by \$6,545,870 or 12.9%. The Downtown Improvement District #2 (Ramp) was not requesting an increase in Property Tax thereby reducing the mill levy from 0.01590 to 0.01409. The Downtown Improvement District #2 (Ramp) Property Tax revenue request was \$8,080. Staff recommended approval. No public testimony was heard.

ORDINANCES:

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

- #9840 - Consideration of Changes to Chapter 15 of the Grand Island City Code relative to Electricity
- #9841 - Consideration of Changes to Chapter 22 of the Grand Island City Code Relative to Parking and Storing RV's in Residential Areas
- #9842 - Consideration of Approving Salary Ordinance
- #9843 - Consideration of Approving Amending the FY 2020-2021 Budget Relative to Enterprise Fund

be considered for passage on the same day upon reading by number only and that the City Clerk be permitted to call out the number of these ordinances on second reading and then upon final passage and call for a roll call vote on each reading and then upon final passage."

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

#9840 - Consideration of Changes to Chapter 15 of the Grand Island City Code relative to Electricity

Utilities Director Tim Luchsinger reported that revisions to Section 15-6, Service Entrances, remove specific equipment types and simply refer to the Utilities Department standards and specifications which were regularly updated to reflect current electric system requirements. Section 15-49, Interconnected Devices, had been revised using wording found in the enabling state statutes for better clarity. Staff recommended approval.

Motion by Haase, second by Paulick to approve Ordinance #9840.

City Clerk: Ordinance #9840 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 #9840 on second and final reading. All those in favor of this passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9840 is declared to be lawfully adopted upon publication as required by law.

#9841 - Consideration of Changes to Chapter 22 of the Grand Island City Code Relative to Parking and Storing RV's in Residential Areas

City Administrator Jerry Janulewicz reported that under the proposed ordinance, the City's maximum RV height, width, and length dimensions for RV parking and storage within residential districts would correspond with the maximum limits specified by Nebraska's rules of the road. Staff recommended approval.

Motion by Haase, second by Nickerson to approve Ordinance #9841.

Mr. Janulewicz answered questions concerning length of parking and stated this Ordinance did not change the current requirements except the length of trailers from seven feet to eight feet six inches. Darin Erbes, 2210 Nashville Street spoke in support. Discussion was held concerning loading campers and street obstruction.

Motion by Stelk, second by Haase to refer this item to the September 14, 2021 City Council meeting. Upon roll call vote, Councilmembers Conley, Stelk, and Haase voted aye. Councilmembers Nickerson, Mendoza, Guzinski, Minton, Fitzke, and Paulick voted no. Motion failed.

City Clerk: Ordinance #9841 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 #9841 on second and final reading. All those in favor of this passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9841 is declared to be lawfully adopted upon publication as required by law.

#9842 - Consideration of Approving Salary Ordinance

Human Resources Director Aaron Schmid reported that a Salary Ordinance was presented each year as a part of the budget process. The wages represented in this proposed Ordinance were included in the proposed 2021/2022 fiscal year budget. Wages for the IBEW Service Clerical Finance and IBEW Utilities contracts would be presented at a future date. Staff recommended approval.

Motion by Paulick, second by Minton to approve Ordinance #9842.

City Clerk: Ordinance #9842 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 #9842 on second and final reading. All those in favor of this passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9842 is declared to be lawfully adopted upon publication as required by law.

#9843 - Consideration of Approving Amending the FY 2020-2021 Budget Relative to Enterprise Fund

This item was related to the aforementioned Public Hearing.

Motion by Minton, second by Guzinski to approve Ordinance #9843.

City Clerk: Ordinance #9843 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 #9843 on second and final reading. All those in favor of this passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9843 is declared to be lawfully adopted upon publication as required by law.

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

Approving Minutes of August 10, 2021 City Council Regular Meeting.

Approving Minutes of August 10, 2021 Study Session.

Approving Re-Appointments of Deb Trosper, John Schultz, Robin Hendricksen, and Susan Bullington and Appointment of Lisa Thayer to the Zoning Board of Adjustment.

#2021-202 - Approving Bid Award - Cooling Tower Repair at Platte Generating Station - Fall 2021 with Cooling Tower Depot, Inc. of Golden, Colorado in an Amount of \$239,820.00.

#2021-203 - Approving the Purchase of Liquid Ortho-Polyphosphate for Corrosion Control with Shannon Chemical Corporation of Melvern, Pennsylvania in an Annual Amount Estimated at \$115,740.00.

#2021-204 - Approving Bid Award - Water Main Project 2021-W-1 - Oak and Kimball Streets and Koenig to Division with Van Kirk Bros. Contracting of Sutton, Nebraska in an Amount of \$739,839.60.

#2021-205 - Approving Amendment to the Transmission Planning Services Agreement with GDS Associates, Inc. of Marietta, Georgia for an Increase not to exceed \$127,000.00.

#2021-206 - Approving Amendment No. 1 to Engineering Consulting Agreement for Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1 with Olsson, Inc. of Grand Island, Nebraska for an Increase of \$285,000.00 and a Revised Contract Amount of \$452,750.00.

#2021-207 - Approving Bid Award for Grand Island City Cemetery Road Conversion to Burial Spaces with AMP Works, LLC of Grand Island, Nebraska in an Amount of \$56,204.40.

#2021-208 - Approving Change Order #1 - JBS Trail Construction - Parks & Recreation Department with Diamond Engineering Co. of Grand Island, Nebraska for a Decrease of \$15,952.00 and a Revised Contract Amount of \$602,800.16.

#2021-209 - Approving Change Order #1 - Pickleball Court Design - Parks & Recreation Department with JEO Consulting Group, Inc. of Wahoo, Nebraska for an Increase of \$1,296.25 and a Revised Contract Amount of \$27,596.25.

RESOLUTIONS:

#2021-210 - Consideration of Approving Proposed Blighted and Substandard Area 33 for approximately 210 Acres located West of Prairieview Street North of Husker Highway (Innate Development, LLC). This item was related to the aforementioned Public Hearing. Staff recommended approval. Mr. Nability answered questions regarding TIF, zoning and water issues.

Motion by Haase, second by Nickerson to approve Resolution #2021-210. Upon roll call vote, all voted aye. Motion adopted.

#2021-211 - Consideration of Approving Interlocal Agreement with Hall County and the Hall County Airport Authority Regarding Airport Sanitary Sewer Project. City Administrator Jerry Janulewicz reported that although the airport was located within the municipal boundaries of the City of Grand Island, the existing airport sewer system remained property of Hall County and was under the jurisdiction and control of the Hall County Airport Authority. The system of sewer mains and lift stations were at a point of theoretical failure. The Hall County Airport would pay \$500,000 of the project expenses, the City and County would equally share in the projects expenses less the amount paid by the Airport Authority. Staff recommended approval.

Mike Olson with the Central Nebraska Regional Airport, 3579 Sky Park Road spoke in support. Public Works Director John Collins stated the bid package was ready to go out for bids and the project would start as soon as possible.

Motion by Paulick, second by Guzinski to approve Resolution #2021-211. Upon roll call vote, all voted aye. Motion adopted.

#2021-212 - Consideration of Approving FY 2021-2022 Annual Budget for Railside Business Improvement District and Setting Date for Board of Equalization. Finance Director Patrick Brown reported that the City had received the 2021-2022 budget that provided for a total special assessment of \$127,184.00 within the Railside Business Improvement District. It was recommended that the Board of Equalization on the proposed assessments be set for September 14, 2021. Staff recommended approval.

Amos Anson, 4234 Arizona Avenue spoke in support.

Motion by Guzinski, second by Nickerson to approve Resolution #2021-212. Upon roll call vote, all voted aye. Motion adopted.

#2021-213 - Consideration of Approving FY 2021-2022 Annual Budget for Fonner Park Business Improvement District and Setting Date for Board of Equalization. Finance Director Patrick Brown reported that the City had received the 2021-2022 budget that provided for a total special assessment of \$51,965.00 within the Fonner Park Business Improvement District. It was recommended that the Board of Equalization on the proposed assessments be set for September 14, 2021. Staff recommended approval.

Motion by Paulick, second by Guzinski to approve Resolution #2021-213. Upon roll call vote, all voted aye. Motion adopted.

#2021-214 - Consideration of Approving FY 2021-2022 Annual Budget for South Locust Street Business Improvement District and Setting Date of Board of Equalization. Finance Director Patrick Brown reported that the City had received the 2021-2022 budget that provided for a total special assessment of \$100,583.00 within the South Locust Street Business Improvement District. It was recommended that the Board of Equalization on the proposed assessments be set for September 14, 2021. Staff recommended approval.

Motion by Guzinski, second by Paulick to approve Resolution #2021-214. Upon roll call vote, all voted aye. Motion adopted.

#2021-215 - Consideration of Approving FY 2020-2021 Annual Budget for Parking District #3 and Setting Date of Board of Equalization. Finance Director Patrick Brown reported that the total special assessment of \$70,120.00 within the Parking District #3. It was recommended that the Board of Equalization on the proposed assessments be set for September 14, 2021. Staff recommended approval.

Motion by Minton, second by Conley to approve Resolution #2021-215. Upon roll call vote, all voted aye. Motion adopted.

#2021-216 - Consideration of Approving City General Property and CRA Tax Requests. This item was related to the aforementioned Public Hearing. Staff recommended approval.

Discussion was held regarding the CRA tax asking. Chad explained the façade process and the Life Safety projects.

Motion by Paulick, second by Stelk to approve Resolution #2021-216.

Motion by Haase, second by Paulick to amend the CRA tax asking to \$700,008.00 and change the levy to .0193. Upon roll call vote, Councilmembers Haase and Stelk voted aye. Councilmembers Nickerson, Mendoza, Guzinski, Minton, Conley, Fitzke, and Paulick voted no. Motion failed.

Upon roll call vote on the main motion, Councilmembers Nickerson, Mendoza, Guzinski, Minton, Conley, Stelk, Fitzke, and Paulick voted aye. Councilmember Haase voted no. Motion adopted.

#2021-217 - Consideration of Approving FY 2021-2022 Annual Budget for Parking District #2 (Ramp). This item was related to the aforementioned Public Hearing. Staff recommended approval.

Motion by Guzinski, second by Conley to approve Resolution #2021-217. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Fitzke to approve the payment of claims for the period of August 11, 2021 through August 24, 2021 for a total amount of \$5,524,911.63. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 9:13 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item G-2

Approving Minutes of September 7, 2021 City Council Special Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL SPECIAL MEETING
September 7, 2021

Pursuant to due call and notice thereof, a Special Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on September 7, 2021. Notice of the meeting was given in *The Grand Island Independent* on September 1, 2021.

Mayor Roger G. Steele called the meeting to order at 7:07 p.m. The following City Council members were present: Mike Paulick, Michelle Fitzke, Vaughn Minton, Maggie Mendoza, and Mitch Nickerson. Councilmembers Mark Stelk, Jason Conley, Bethany Guzinski, Justin Scott and Chuck Haase were absent. The following City Officials were present: City Administrator Jerry Janulewicz, City Clerk RaNae Edwards, Finance Director Patrick Brown, Interim City Attorney Stacy Nonhof and Public Works Director John Collins.

PLEDGE OF ALLEGIANCE was said.

PUBLIC HEARING:

Public Hearing on FY 2021-2022 Annual Single City Budget and the Annual Appropriations Bill. Finance Director Patrick Brown reported that the purpose of this meeting was to comply with the requirements of Neb. Rev. Stat. Sec. 13-506 as amended by Laws 2020 LB 148. The action item for this public hearing will be held under Ordinances at the City Council meeting on September 14, 2021.

Reviewed was the following comparison of the fiscal year 2021/2022 proposed budget to the FY2021 amended budget:

- The FY2022 budget appropriation was 7% or \$17,956,562 lower than the FY2021 amended budget. The difference was mainly due to the weather event that occurred in February of 2021.
- The City requested the same tax ask for Property Tax which in turn decreased the mill levy from 0.34445 to 0.32359. Community Redevelopment Authority kept the same mill levy resulting in a \$45,000 tax ask increase. The total mill levy would decrease from 0.3650 to 0.3441.
- Total Sales Tax revenue was forecasted at \$21,810,636 for FY2022. It was a 22.5% increase over FY2021 budget. The increase was due to the uncertainty of the pandemic and how it would affect sales tax during the 2021 fiscal year. Sales Tax receipts came in much higher than anticipated which in turn increased the forecast for FY2022. Currently with one month of Sales Tax revenues still due, we were at 118% of FY2021 budget.
- The General Fund was adding two full time equivalents (FTE's) staff members. They were a Grants Administrator and an Interpreter/Translator. The Grants Administrator would be located in the Finance Department and would be funded by administrative fees associated with grants. The Interpreter/Translator would be located at the Customer

Service (Utility Billing) location at 1306 West 3rd Street. This position would be funded by the Enterprise Funds.

- The General Fund Fire/Ambulance Department applied for a grant to hire three firefighter/EMT/Paramedics. The status of the grant was still pending however budget authority was being established in case the City was awarded the grant. The grant would pay for three firefighters for three years at 100% reimbursement.
- The Streets Division would be adding an Equipment Operator position (one FTE).
- The Transfer Station was adding a 0.25 FTE for help on Saturdays.
- Transfer increases in the FY2022 budget include moving the \$4.5 million to Wastewater for the Airport Sewer Project (American Rescue Plan funds), loaning \$2.7 million to Solid Waste Fund to finance the Transfer Station upgrade, and a \$217,000 increase to other budgeted entities.
- General Fund Personnel Services for FY2022 increased 7% due to step increases, COLA, and the addition of five FTE's (of which three were for budget authority only). Operating expenses increased 5.7% for the General Fund over FY2021 budget.

No public testimony was heard.

ADJOURNMENT: The meeting was adjourned at 7:14 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item G-3

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

Mayor Steele has submitted the re-appointment of Tom Gdowski to the Community Redevelopment Authority (CRA) board. This appointment would become effective October 1, 2021 upon approval by the City Council and would expire on September 30, 2026.

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item G-4

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

Mayor Steele has submitted the re-appointments of Darrell Nelson and Tony Randone to the Regional Planning Commission. These appointments would become effective November 1, 2021 upon approval by the City Council and would expire on October 31, 2024.

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item G-5

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

Mayor Steele has submitted the re-appointments of David Koubek, Matthew Armstrong and Mike Kneale to the Citizens Advisory Committee. These appointments would become effective October 1, 2021 upon approval by the City Council and would expire on September 30, 2023.

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item G-6

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

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: September 14, 2021

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

Presenter(s): RaNae Edwards, City Clerk

Background

Kinsey Bosselman, 2529 West Anna Street has submitted applications with the City Clerk's Office for Liquor Manager Designations in conjunction with the following Pump and Pantry's and Tommy Gunz Bistro:

1. #2, 821 S. Webb Road
2. #3, 2511 Diers Avenue
3. #6, 3355 W. Stolley Park Raod
4. #8, 2028 N. Broadwell Avenue
5. #10, 3212 S. Locust Street
6. #11, 704 W. 2nd Street
7. #15, 2028 E. US Highway 30
8. #42, 1235 Allen Drive
9. #52, 3210 Old Potash Highway
10. Tommy Gunz Bistro/Tommy Gunz Liquor Warehouse, 1607 S. Locust Street

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

Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all liquor manager designations. All departmental reports have been received. Ms. Bosselman has completed a state approved alcohol server/seller training program. Staff recommends approval.

Alternatives

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

1. Approve the request.
2. Forward the requests with no recommendation.
3. Take no action on the request.

Recommendation

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

Sample Motion

Move to approve the requests from Kinsey Bosselman, 2529 West Anna Street for Liquor Manager Designations in conjunction with the following liquor licenses: Class “D-113939”, “D-104595”, “D-104596”, “D-113928”, “D-104597”, “D-113935”, “D-104598”, “D-121719”, “D-123611” and “CKG-121718 Liquor Licenses for Pump and Pantry’s and Tommy Gunz Bistro and Tommy Gunz Liquor Warehouse.



Grand Island Police Department

Officer Report for Incident L21082541

Nature: Liquor Lic Inv

Address: 1607 LOCUST ST S STE A;
BOSELMAN ENTERPRISES
Grand Island NE 68801

Location: PAOS

Offense Codes:

Received By: Dvorak T	How Received: T	Agency: GIPD
Responding Officers: Dvorak T		
Responsible Officer: Dvorak T	Disposition: CLO 09/07/21	
When Reported: 10:00:43 08/27/21	Occurred Between: 10:00:43 08/27/21 and 10:00:43 08/27/21	

Assigned To:	Detail:	Date Assigned: **/**/**
Status:	Status Date: **/**/**	Due Date: **/**/**

Complainant:

Last:	First:	Mid:
DOB: **/**/**	Dr Lic:	Address:
Race:	Sex:	Phone:
		City:

Offense Codes

Reported:	Observed:
------------------	------------------

Circumstances

LT24 LT24 Specialty Store

Responding Officers:	Unit :
Dvorak T	309

Responsible Officer: Dvorak T	Agency: GIPD
Received By: Dvorak T	Last Radio Log: **:**:** **/**/**
How Received: T Telephone	Clearance: CL CL Case Closed
When Reported: 10:00:43 08/27/21	Disposition: CLO Date: 09/07/21
Judicial Status:	Occurred between: 10:00:43 08/27/21
Misc Entry:	and: 10:00:43 08/27/21

Modus Operandi:	Description :	Method :
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Involvements

Date	Type	Description
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09/07/21

08/27/21	Name	Bosselman, Kinsey Ann	Proposed Manager
08/27/21	Name	Bosselman Enterprises,	Business Involved

09/07/21

Narrative

City 9/7/21 Liquor License Investigation

Grand Island Police Department

Bosselman Enterprises has filed to appoint Kensey Bosselman as their Liquor Manager for all of their businesses in Grand Island. The application includes all nine (soon to be ten) Grand Island Pump and Pantry locations, as well as Tommy Gunz restaraunt and liquor warehouse.

Responsible LEO:

Approved by:

Date

09/07/21

Supplement

City 9/7/21 309 Liquor Manager Application

Grand Island Police Department
Supplemental Report

Date, Time: 9-7-21

Reporting Officer: Sgt Dvorak #309

Unit #: CID

An application was received from Bosselman Enterprises to designate a new Liquor Manager for the Grand Island Pump and Pantry locations, as well as for Tommy Gunz Bistro and Liquor Store.

Kinsey Bosselman has applied to become a new Liquor Manager for Bosselman's Enterprises. Kinsey applied to be named the manager for the Grand Island Pump and Pantry locations, as well as Tommy Gunz restaurant and liquor store. Kinsey Bosselman is currently in administrative management training for the family owned business.

I utilized our local Spillman database, State of Nebraska NCJIS, and a paid law enforcement only database to search for any involvements that might disqualify Kinsey from serving in that capacity. I found no negative involvements in our local database. Bosselman does not have a Nebraska criminal history, and I found entries only for traffic violations, which match what Kinsey disclosed on her application. The LE Only database, which tends to show matters of civil nature, civil judgements and bankruptcies, did not have any entries of concern.

I noted that Kinsey has already participated in the Nebraska Liquor Manager online training, as well as previous training in Lincoln for her past employment at an establishment that sells alcohol.

The Grand Island Police Department has no objections to Kinsey Bosselman being designated the Liquor Manager for the Grand Island Pump and Pantry locations and Tommy Gunz Bistro and liquor store.

09/07/21



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item G-7

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

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2021-218

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

WHEREAS, a public hearing was held on September 14, 2021, for the purpose of discussing the proposed acquisition of a utility easement located through the East Half of the Southwest Quarter (E ½, SW ¼) of Section Four (4), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

Commencing at the Northeast corner of a tract described in Instrument 201402158 recorded in the Hall County, Nebraska, Register of Deeds Office; thence southerly along the easterly line of said tract described in Instrument 201402158, a distance of four hundred five and six tenths (405.6) feet more or less to a point on the northerly line of an existing sixteen (16.0) foot wide Electric Easement described in Instrument 85-001134 recorded in the Hall County, Nebraska, Register of Deeds Office, said point being the ACTUAL Point of Beginning; thence westerly and perpendicular to the easterly line of said tract described in Instrument 201402158 and running along the northerly line of said existing sixteen (16.0) foot wide Electric Easement as described in Instrument 85-001134, a distance of fifty-six (56.0) feet to the point of termination.

The above-described easement and right-of-way containing a total of 0.026 acres, more or less, as shown on the plat dated 7/29/2021, marked Exhibit "A", attached hereto and incorporated herein by reference.

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

- - -

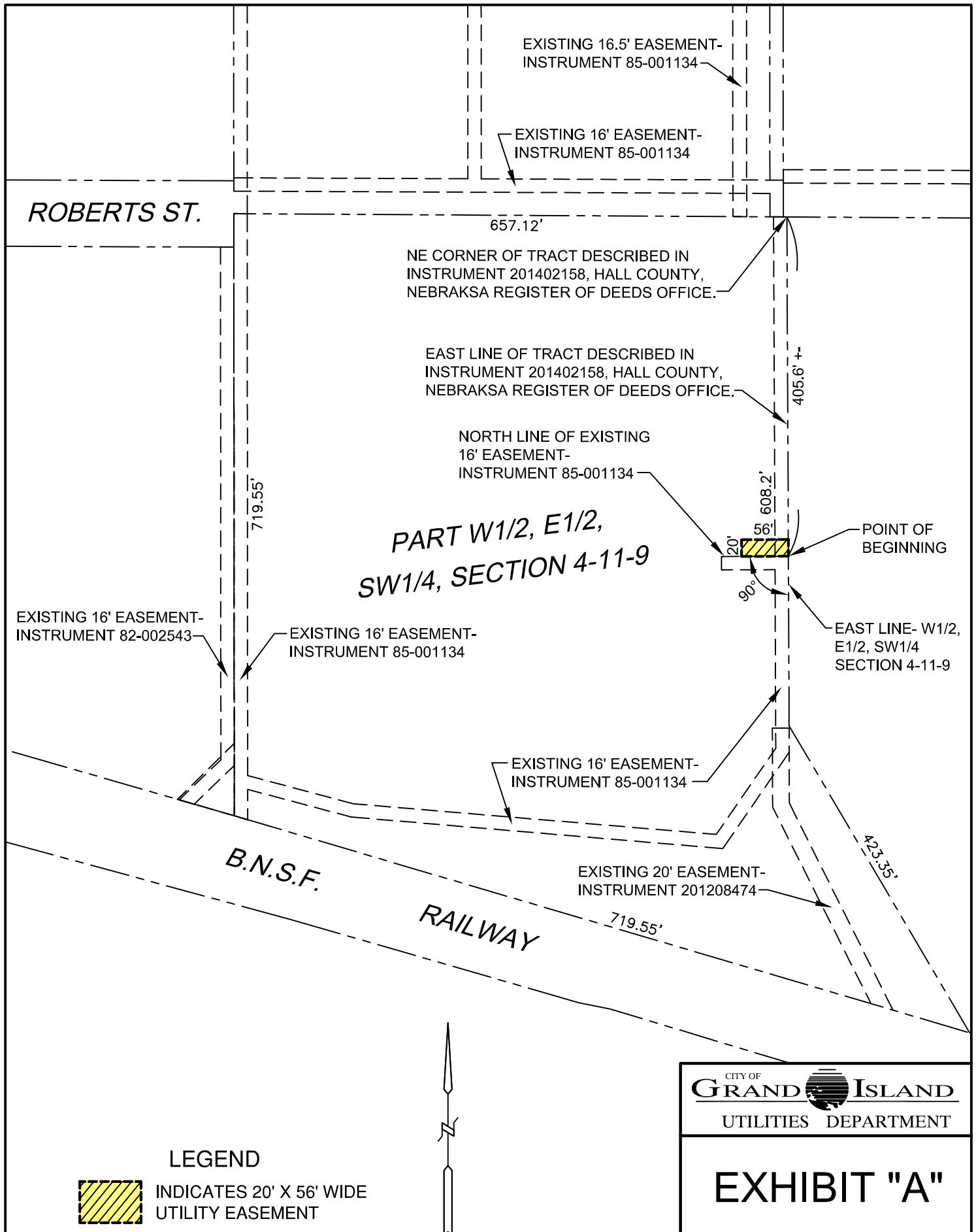
Adopted by the City Council of the City of Grand Island, Nebraska, September 14, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
September 13, 2021 ✕ City Attorney





City of Grand Island

Tuesday, September 14, 2021

Council Session

Item G-8

**#2021-219 - Approving Bid Award - Platte Generating Station
Boiler Inspection & Repair - Fall Outage, 2021**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: September 14, 2021

Subject: Boiler Inspection and Repair-Fall Outage 2021

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

Background

During the fall outage at Platte Generating Station, the boiler must be inspected and repaired for damages that occur during operation. The fall 2021 outage is currently scheduled for October 5, 2021, through October 21, 2021, during which time inspection and maintenance on the boiler will be performed. This package of work on the boiler includes hydro testing of the boiler with inspection for tube leaks and tube repairs, boiler tube alignment attachment repairs, and the installation of tube shields. Plant engineering staff developed the specifications issued for bids covering this scope of work.

Discussion

The specification for the Boiler Inspection and Repair - Fall Outage 2021, was advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on August 26, 2021. Specifications were sent to six potential bidders and responses were received as listed below. The engineer's estimate for this project was \$300,000.00.

Bidder	Base Bid
Locke AMI, LLC Olathe, Kansas	\$220,387.00
TEI Construction Services Windsor, Colorado	\$239,101.00
Blue Peaks Industrial, LLC Springfield, Missouri	\$350,989.00

The bids were reviewed by Utility Engineering staff and exceptions were noted. The exceptions from Locke AMI, LLC were reviewed and found to be acceptable. The bid from Locke AMI, LLC was otherwise found compliant with the specifications and less than the engineer's estimate.

Alternatives

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

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

Recommendation

City Administration recommends that Council award the Contract for Boiler Inspection and Repair - Fall Outage 2021 to Locke AMI, LLC of Olathe, Kansas, as the low responsive bidder, with the bid in the amount of \$220,387.00.

Sample Motion

Motion to approve the bid of \$220,387.00 from Locke AMI, LLC for the Boiler Inspection and Repair - Fall Outage 2021 at Platte Generating Station.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 26, 2021 at 2:00 p.m.
FOR: Boiler Inspection & Repair – Fall Outage 2021
DEPARTMENT: Utilities
ESTIMATE: \$300,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: August 11, 2021
NO. POTENTIAL BIDDERS: 6

SUMMARY

Bidder:	<u>TEI Construction Services</u> Windsor, CO	<u>Locke AMI</u> Olathe, KS
Bid Security:	Atlantic Specialty Insurance Co.	Continental Causality Company
Exceptions:	None	Noted
Bid Price:		
Material:	\$ 0.00	\$ 3,000.00
Labor:	\$234,963.00	\$217,087.00
Sales Tax:	\$ <u>4.138.00</u>	\$ <u>300.00</u>
Total Bid:	\$239,101.00	\$220,387.00
Bidder:	<u>Blue Peaks Industrial LLC</u> Springfield, MO	
Bid Security:	Old Republic Surety Company	
Exceptions:	Noted	
Bid Price:		
Material:	\$ 26,185.00	
Labor:	\$324,804.00	
Sales Tax:	\$ <u>0.00</u>	
Total Bid:	\$350,989.00	

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

Pat Gericke, Admin. Asst. Utilities
Patrick Brown, Finance Director
Tylor Robinson, Production Engineer

P2301

RESOLUTION 2021-219

WHEREAS, the City of Grand Island invited sealed bids for Boiler Inspection and Repair at Platte Generating Station – Fall Outage 2021, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on August 26, 2021, bids were received, opened and reviewed; and

WHEREAS, Locke AMI, LLC, of Olathe, Kansas, 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 \$220,387.00; and

WHEREAS, the bid of Locke AMI, LLC, is less than the estimate for Boiler Inspection and Repair at Platte Generating Station – Fall Outage 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Locke AMI, LLC, in the amount of \$220,387.00, for Boiler Inspection and Repair at Platte Generating Station – Fall Outage 2021, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 14, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
September 13, 2021 ✕ City Attorney



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item G-9

**#2021-220 - Approving Change Order #2 for Asbestos Abatement
at Burdick Station**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: September 14, 2021

Subject: Burdick Station Asbestos Abatement Change Order #2

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

Background

The Burdick Generating Station consists of three steam units, three gas turbines and the city water control system operations. In 2016, steam units #1 and #2 were removed and are no longer a part of the Grand Island Utilities generation. In 2017, steam unit #3 was decommissioned. The large structure that housed the units is expensive to maintain and contains hazardous materials. The engineering firm of Black & Veatch was retained to develop a demolition plan for the existing structure and hazardous materials removal.

Black & Veatch and Utilities engineering staff developed a specification for the abatement activities related to the removal of asbestos containing materials (ACM) prior to demolition of the facility. Abatement includes all spaces inside and outside of the administrative and powerhouse buildings, equipment, pipes, and structures of the powerhouse and fuel oil tank farm, oil pump building and gas metering buildings. Council awarded the Burdick Station Asbestos Abatement to McGill Asbestos Abatement on May 11, 2021, in the amount of \$842,750.00. Council awarded Change Order #1 on August 10, 2021 for \$120,100.00 for additional asbestos containing material discovered during the removal of asbestos on unit #2.

Discussion

During the removal of asbestos on unit #1, additional asbestos containing material was discovered. The original contract had included unit pricing for additional asbestos containing material that was found during the project. The additional material found on the unit #1 boiler amounted to \$238,210.00. The original contracted amount, including Change Order #1 was \$962,850.00, for a total adjusted cost of \$1,201,060.00.

Alternatives

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

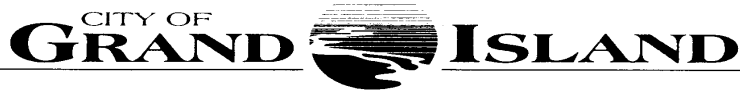
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that Council approve Burdick Station Asbestos Abatement Change Order #2 in the amount of \$238,210.00, for a total contract cost of \$1,201,060.00.

Sample Motion

Motion to approve Change Order #2 in the amount of \$238,210.00, to McGill Asbestos Abatement, LLC for the Burdick Station Asbestos Abatement.



Platte Generating Station
1035 W. Wildwood Drive
Grand Island, NE 68801
308/385-5468

*Working Together for a
Better Tomorrow. Today.*

TO: McGill Asbestos Abatement, LLC
4205 S. 33rd Street
Omaha, NE 68107
Greg Johnson, President

PROJECT: Burdick Station Asbestos Abatement
CHANGE ORDER 2

You are hereby directed to make the following change in your contract:

1 Additional payment per the attached spreadsheet.

ADD: \$238,210.00

The original Contract Sum	<u> \$842,750.00</u>
Previous Change Order Amounts	<u> \$ 120,100.00</u>
The Contract Sum is increased by this Change Order	<u> \$ 238,210.00</u>
The Contract Sum is decreased by this Change Order	<u> \$ </u>
The total modified Contract Sum to date	<u> \$ 1,201,060.00</u>

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 therein.

APPROVED: **CITY OF GRAND ISLAND**

By: _____

Date _____

Attest: _____

Approved as to Form, City Attorney

ACCEPTED: **McGill Asbestos Abatement, LLC**

By:  _____

Date 8/16/2021

Burdick Station Asbestos Abatement

Comments: During the removal of asbestos on Burdick Unit 2, additional asbestos containing materials was discovered.

Contract: \$842,750.00

<u>Change Order Request</u>	<u>Description</u>	<u>Amount</u>
001	Removal of additional 2,034 SF insulation from boiler Unit #1	\$ 71,190.00
002	Removal asbestos containing cementitious material from boiler Unit #1	\$ 167,020.00
003		
004		
005		
006		
007		
008		
009		
010		
011		
012		
013		
014		
015		
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021		
023		
024		
028		
029		
030		
	Total	\$ 238,210.00

RESOLUTION 2021-220

WHEREAS, at the May 11, 2021, Council meeting, McGill Asbestos Abatement was awarded the contract for Asbestos Abatement at the Burdick Generating Station; and

WHEREAS, at the August 10, 2021, meeting, Council approved Change Order #1 in the amount of \$120,000.00 for Asbestos Abatement at the Burdick Station as additional Asbestos containing material was discovered in Unit #2; and

WHEREAS, during the removal of Asbestos on Unit #1, additional Asbestos containing material was discovered; and

WHEREAS, the original contract included unit pricing for any additional asbestos containing material that was found during the project; and

WHEREAS, the additional material found to be removed on the Unit #1 boiler amounted to \$238,210.00; and

WHEREAS, taxes shown on the original bid in the amount of \$8,700.00 were removed as the materials were consumables; and

WHEREAS, the original contracted amount was for \$842,750.00, and with the \$8,700.00 deduction, and the \$128,800.00 addition for the removal of asbestos material in Unit #2, and \$238,210.00 for asbestos material removed in Unit #1, the total adjusted cost is \$1,201,060.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #2 with McGill Asbestos Abatement in the amount of \$238,210.00, is approved, and the Mayor is hereby authorized to sign the Change Order on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 14, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 13, 2021	☐ City Attorney



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item G-10

#2021-221 - Approving Renewal of Machinery Property Peril, Fire and Terrorism Insurance with FM Global for 2021-2022

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: September 14, 2021

Subject: Renewal of Machinery Property Peril, Fire and Terrorism Insurance with FM Global for 2021 - 2022

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Utilities Department Boiler and Machinery Property Peril and Fire insurance is specifically designed for Electric Utility and is readily adaptable to the Water Utility, which is also included in the coverage. The standard policy excludes losses due to acts of terrorism unless the optional Terrorism Insurance is accepted. The Utilities Department's insurance provider, FM Global, provided the attached proposal for renewal of the present coverage.

The complete policy is available in the Utilities office for review, along with a Policy Holder Disclosure form for execution by the City, either accepting or rejecting terrorism coverage. The renewal proposal and proposed policy have been reviewed by the Legal Department.

Discussion

The proposed renewal is based on an insured valuation from \$510,519,889.00, with the annual all-risk premium changing from \$572,114.00 for the current year to \$588,112.00 for the 2021-2022 year, and an annual Terrorism Insurance premium changing from \$36,711.00 for the current year to \$36,713.00 for the 2021-2022 year.

The probability that a relatively remote location in the central part of the nation would be targeted for a terrorist attack may be very unlikely, but the determination of a terrorist attack is not clearly defined, such as an attack similar to the Oklahoma City Federal Building. Regardless of the cause, the loss of a high valued asset as the Platte Generating Station must be protected from risk, and the acceptance of Terrorism Insurance is recommended.

Execution of the Notice of Terrorism Insurance Coverage form is required annually and is recommended by the Utilities Department for approval.

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 renewal of the Utilities Department's Terrorism Insurance with FM Global with execution of the Notice of Terrorism Insurance Coverage form to accept that coverage.

Sample Motion

Move to approve renewal of the Utilities Department's Terrorism Insurance with FM Global with execution of the Notice of Terrorism Insurance Coverage form to accept that coverage.

Proposal

Terrorism

US Terrorism

The Terrorism Risk Insurance Act of 2002 as amended and extended in 2005, 2007, 2015 and again in 2019, requires that insurers advise clients of their option to elect or reject terrorism coverage under the act as part of their property program. It also requires insurers to disclose the cost of such coverage for the policy term. As a brief reminder, the act provides licensed, admitted carriers with a substantial federal reinsurance backstop for terrorism acts that are certified by the Secretary of the Treasury of the United States as covered events (known as certified losses). Generally speaking, the act responds strictly to events that take place within the United States, its protectorates, territories, and possessions. The Act has been extended to expire on 31 December 2027.

Pursuant to the act, we are offering certified terrorism cover in the United States with no specific terrorism limit of liability meaning your certified terrorism limit would be equal to the policy limit of liability or any location or coverage sublimits in your policy. In addition, in the United States, the policy would no longer be subject to a terrorism sublimit for Flood, Miscellaneous Unnamed Locations, Miscellaneous Personal Property, Off Premises Storage For Property Under Construction, and Temporary Removal of Property and any terrorism exclusion for Service Interruption, Contingent Time Element Extended, Protection And Preservation of Property, Ingress/Egress, Logistics Extra Cost, Extended Period of Liability, Crisis Management and Attraction Property coverages.

The premium for certified coverage is **USD 36,713** for the term of October 1, 2021 to October 1, 2022 and does not include applicable taxes or surcharges.

We have provided the Policyholder Disclosure Notice of Terrorism Coverage document. Please note the Disclosure form must be completed, signed and returned to Kevin Doak, Account Manager – Client Service, FM Global indicating your choice to accept or reject the certified terrorism coverage offered.

TERRORISM

As respects locations outside the United States and Puerto Rico, terrorism coverage is provided with a limit of USD5,000,000 in the aggregate during any policy year but not to exceed the following limit(s) in the aggregate during any policy year:

- a) USD5,000,000 limit in the aggregate during any policy year for miscellaneous unnamed locations, MISCELLANEOUS PERSONAL PROPERTY, OFF PREMISES STORAGE FOR PROPERTY UNDER CONSTRUCTION and TEMPORARY REMOVAL OF PROPERTY combined
- b) USD5,000,000 limit in the aggregate during any policy year for flood when caused by or resulting from terrorism

These limits shall not include the actual cash value portion of fire damage caused by terrorism. Please see the attachment for the Terrorism Disclosure.

Insurance Proposal for The City of Grand Island
August 2021
Page 7 of 8

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

Insured Name: The City of Grand Island

Account Number: 05249

The Terrorism Risk Insurance Act of 2002, as amended and extended in 2005, 2007, 2015 and again in 2019, gives you the right as part of your property renewal policy to elect or reject insurance coverage for locations within the United States or any territory or possession of the United States for losses arising out of acts of terrorism, as defined and certified in accordance with the provisions of the act.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT GENERALLY PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING A STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER REFERENCED ABOVE. **ALSO, THERE IS A \$100,000,000,000 CAP ON THE FEDERAL AND INSURER SHARE OF LIABILITY STATING THAT IF THE AGGREGATE INSURED LOSSES EXCEED \$100,000,000,000 DURING ANY CALENDAR YEAR, NEITHER THE UNITED STATES GOVERNMENT NOR ANY INSURER THAT HAS MET ITS INSURER DEDUCTIBLE SHALL MAKE PAYMENT OR BE LIABLE FOR ANY PORTION OF THE AMOUNT OF SUCH LOSSES THAT EXCEED \$100,000,000,000.** THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE: UNDER FEDERAL LAW, YOU HAVE THE RIGHT TO ACCEPT OR REJECT THIS OFFER OF COVERAGE FOR TERRORIST ACTS COVERED BY THE ACT AS PART OF YOUR RENEWAL POLICY. IF WE DO NOT RECEIVE THIS SIGNED DISCLOSURE FORM PRIOR TO THE RENEWAL POLICY EFFECTIVE DATE OF OCTOBER 1, 2021, THEN YOUR RENEWAL POLICY WILL REFLECT YOUR DECISION NOT TO PURCHASE THE TERRORISM COVERAGE PROVIDED BY THE ACT.

_____ I hereby elect to purchase coverage for terrorist acts covered by the act for an annual premium of USD 36,713. This premium does not include applicable taxes or surcharges.

_____ I hereby decline this offer of coverage for terrorist acts covered by the act.

_____ Policyholder/Applicant Signature

_____ Print Name

_____ Date

Insurance Proposal for The City of Grand Island
August 2021
Page 8 of 8

RESOLUTION 2021-221

WHEREAS, the City's Utility Department subscribes to insurance for boiler and machinery, property, peril and fire coverage; and

WHEREAS, the boiler and machinery, property, peril and fire coverage insurance term expires October 1, 2021; and

WHEREAS, the insurance of electric and water utilities facilities is a specialized market with a limited number of potential providers; and

WHEREAS, a proposal to renew insurance for the 2021 – 2022 fiscal year was received from the current provider, Factory Mutual Insurance Company of St. Louis, Missouri, for a renewal premium of \$588,112.00, and terrorism coverage for \$36,713.00; and

WHEREAS, the City has opted to accept the optional Terrorism Insurance Coverage; and

WHEREAS, the insurance provider requires that the City either except or reject Terrorism Insurance Coverage by executing the form provided.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Factory Mutual Insurance Company of St. Louis, Missouri, with premium in the amount of \$588,112.00, and to execute the form to accept Terrorism Insurance Coverage, with a premium in the amount of \$36,713.00. The Mayor is hereby authorized to sign the acceptance form for the Terrorism Insurance on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 14, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 13, 2021	☐ City Attorney



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item G-11

**#2021-222 - Approving Change Order #1 for Water Main Project
2021-W-3 - Sycamore Street**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: September 14, 2021

Subject: Change Order #1 for Water Main Project 2021-W-3 –
Sycamore Street

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Water Main Project 2021-W-3 installed approximately 470 linear feet of 6” diameter ductile iron water main by trenchless construction within Sycamore Street from 22nd Street to Capital Avenue. The work replaced the existing water main which was subjected to multiple breaks over its lifetime.

Discussion

The original contract was awarded by City Council on October 13, 2021, in the amount of \$96,115.00 to Van Kirk Brothers Contracting of Sutton, Nebraska.

During the process of constructing the water main, materials were added or deducted to complete the work. Unit prices were provided in the contract and specified that the contractor be paid on the basis of actual quantity installed, times the contract’s unit price. This total is a deduct of \$2,992.90.

The original Engineer’s estimate was \$135,000.00. The original contract was for \$96,115.00. The total changes to the contract are a deduct amount of \$2,992.90. This results in a final contract cost of \$93,122.10.

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 Change Order #1 to Water Main Project 2021-W-3 for a deduct amount of \$2,992.90, resulting in a final contract amount of \$93,122.10.

Sample Motion

Move to approve Change Order #1 with Van Kirk Brothers Contracting to Water Main Project 2021-W-3 in the deduct amount of \$2,992.90.

Working Together for a Better Tomorrow, Today.

CHANGE ORDER #1

NAME OF PROJECT: Water Main Project 2021-W-3, Sycamore Street from 22nd Street to Capital Avenue

CONTRACTOR: Van Kirk Bros. Contracting
 1200 West Ash Street, PO Box 585
 Sutton, NE 68979

OWNER: City of Grand Island, NE

THE FOLLOWING MODIFICATIONS TO THE CONTRACT ARE HEREBY ORDERED:

ITEM	DESCRIPTION	BID			INSTALLED		
		QUANTITY	UNIT	Unit Price \$	QUANTITY	UNIT	\$ +/-
D.1.01	6" R.J. D.I. PIPE	469.50	LF	\$98.00	478.50	LF	\$882.00
D.1.02	6" S.J. D.I. PIPE	46.70	LF	\$55.00	39.20	LF	-\$412.50
D.1.03	8 MIL. POLYWRAP	515.30	LF	\$1.25	517.70	LF	\$3.00
D.1.11	6"X45° M.J. BEND	6.00	EA	\$200.00	4.00	EA	-\$400.00
D.1.16	6"X90° M.J. BEND	2.00	EA	\$216.00	3.00	EA	\$216.00
D.1.22	REMOVE EXISTING ROADWAY	139.30	SY	\$10.00	135.90	SY	-\$34.00
D.1.23	REPLACE ROADWAY	139.30	SY	\$60.00	135.90	SY	-\$204.00
D.1.28	3/4" CORPORATION STOP	1.00	EA	\$225.00	0.00	EA	-\$225.00
D.1.29	WATER SERVICE RECONNECTION	5.00	EA	\$250.00	4.00	EA	-\$250.00
D.1.32	REMOVE SIDEWALK	208.90	SF	\$1.50	195.30	SF	-\$20.40
D.1.33	REPLACE SIDEWALK	208.90	SF	\$6.00	195.30	SF	-\$81.60
D.1.34	SODDING	430.50	SF	\$8.00	122.20	SF	<u>-\$2,466.40</u>

SUBTOTAL D.1.01-D.1.35 (DEDUCT): (\$ 2,992.90)

THIS CHANGE ORDER AMOUNT (DEDUCT): (\$ 2,992.90)
 ORIGINAL CONTRACT AMOUNT: \$ 96,115.00
REVISED CONTRACT AMOUNT (including this Change Order) \$ 93,122.10

REASONS FOR MODIFICATIONS:

During the process of constructing the contract, materials were added or deducted to complete the work. Unit prices were provided in the Contract and specified that the contractor be paid on the basis of actual quantity installed, times the Contract's unit prices.

Contractor: 
 Van Kirk Bros. Contracting

Date: 9-2-21

Owner: City of Grand Island, NE

Date:

Water Main Project 2021-W-3



RESOLUTION 2021-222

WHEREAS, Water Main Project 2021-W-3 a 6" diameter ductile iron water main along Sycamore Street from 22nd Street to Capital Avenue; and

WHEREAS, the original contract was awarded by Council on October 13, 2020, in the amount of \$96,115.00 to Van Kirk Sand & Gravel, Inc., d/b/a Van Kirk Bros. Contracting, of Sutton, Nebraska; and

WHEREAS, during the process of constructing the water main, materials were added or deducted to complete the work and unit prices were provided in the Contract and specified that the contractor be paid on the basis of actual quantity installed, times the Contract's unit price; and

WHEREAS, the original contract amount was \$96,115.00, and the total changes to the contract amount was a deduct of \$2,992.90, resulting in a final contract cost of \$93,122.10.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #1 for the construction of Water Main Project 2021-W-3 in the amount of a deduct of \$2,992.90, is approved, and the Mayor is hereby authorized to sign the Change Order on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 14, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 13, 2021	☐ City Attorney



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item G-12

#2021-223 - Approving Bid Award for Construction of Veterans Sports Complex Batting Cages - Parks & Recreation Department

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director
Meeting: September 14, 2021
Subject: Bid Award to Construct Batting Cages at Veteran's Sports Complex
Presenter(s): Todd McCoy, Parks and Recreation Director

Background

On June 13, 2021 the Parks and Recreation Department advertised for bids to construct three (3) new outdoor batting cages and one (1) small storage building at the Veterans Sports Complex.

The project was planned to be a partnership between the City and ABCDD softball league. The City budgeted to fund the batting cages which will be open to all teams using the facility. The softball league budgeted to fund a building in which they would use in conjunction with the batting cages and to house league equipment on site.

Discussion

Bids were received from two (2) builders.

Lacy Construction Company, Grand Island, NE	\$299,615.50
Mid Plains Construction Co., Grand Island, NE	\$333,900.00

The bids to construct the building were well over the engineers estimate. As a result the ABCDD softball league has requested to wait until a later date so that additional funds can be raised to construct the building.

Bid prices for the batting cages are in line with estimates and the City has sufficient funds budgeted to construct the cages. Staff recommends moving forward and accepting the bid from Lacy Construction Company of Grand Island to build three (3) new batting cages. The Lacy Construction proposed bid total excluding the building is \$104,348.50. Food and Beverage Tax proceeds will be utilized.

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 to build three (3) new batting cages at the Veterans Sports Complex to Lacy Construction Company of Grand Island, Nebraska.

Sample Motion

Move to award the bid for the construction of new batting cages at the Veterans Sports Complex to Lacy Construction for a total of \$104,348.50.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: July 6, 2021 at 2:00 p.m.
FOR: Veterans Sport Complex Batting Cages
DEPARTMENT: Parks and Recreation
ESTIMATE: \$230,000.00
FUND/ACCOUNT: 21100003-2000-30030
PUBLICATION DATE: June 13, 2021
NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder:	<u>Lacy Construction Company</u> Grand Island, NE	<u>Mid Plains Construction Co.</u> Grand Island, NE
Bid Security:	Merchants Bonding Co.	Universal Surety Co.
Exceptions:	Noted	None
Bid Price:	\$299,615.50	\$333,900.00

cc: Todd McCoy, Parks & Recreation Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent

Patti Buettner, Parks Admin. Assist.
Patrick Brown, Finance Director

P2289

RESOLUTION 2021-223

WHEREAS, the City of Grand Island invited sealed bids for the Veteran's Sports Complex Batting Cages according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on July 6, 2021, two (2) bids were received, opened and reviewed; and

WHEREAS, the project was planned to be a partnership between the City budgeting for the batting cages and ABCDD softball league budgeting for the building; and

WHEREAS, the bids to construct the building were well over the engineers estimate and as a result the ABCDD softball league has requested to wait until a later date so that additional funds can be raised to construct the building; and

WHEREAS, Lacy Construction 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 minus the building cost, such bid being in the amount of \$104,348.50 to build three (3) batting cages; and

WHEREAS, such project will be funded through the Food and Beverage Tax.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid from Lacy Construction Co. from Grand Island, Nebraska in the total amount of \$104,348.50 for the Veteran's Sports Complex Batting Cages is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 14, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
September 13, 2021 ✕ City Attorney



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item G-13

#2021-224 - Approving Bid Award for Lead Reclamation at Heartland Public Shooting Park

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: September 14, 2021

Subject: Approval of Lead Reclamation at Heartland Public Shooting Park

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

On August 31, 2021 the Parks and Recreation Department advertised a Request for Proposals (RFP) for Lead Reclamation at Heartland Public Shooting Park (HPSP).

Lead reclamation is beneficial to shooting ranges so that lead buildup can be reduced before it becomes a concern and revenue can be generated from resale. Reclamation efforts will be concentrated on skeet, trap, and pistol ranges that have enough lead to be efficiently removed. The process to remove lead involves tilling the soil and running it through screens to remove the lead.

Discussion

Three proposals to reclaim lead at HPSP were received.

Recoil, Orlando, FL
Metal Treatment Technologies, LLC, Arvada CO
Green Excavating & Mining Solutions, LLC, Fremont, NE

Staff recommends accepting the proposal from Green Excavating & Mining Solutions, LLC of Fremont, Nebraska. Staff recommends Green Excavating & Mining Solutions because they provide the best overall value and approach to the project. The expenses and revenue associated with this project will vary depending on the amount of lead that can be resold and lead market price at the time of sale. Upon the conclusion of the project staff does not anticipate any overall cost to the City. It's estimated that the City may net \$10,000.00 or more depending on the amount and market price of lead extracted.

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 accept the proposal from Green Excavating & Mining Solutions, LLC of Fremont, Nebraska for Lead Reclamation at Heartland Public Shooting Park.

Sample Motion

Move to approve the proposal from Green Excavating & Mining Solutions.



Stacy Nonhof, Purchasing Agent

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Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
LEAD RECLAMATION AT HEARTLAND PUBLIC SHOOTING PARK**

RFP DUE DATE: August 31, 2021 at 4:00 p.m.

DEPARTMENT: Parks and Recreation

PUBLICATION DATE: August 8, 2021

NO. POTENTIAL BIDDERS: 3

PROPOSALS RECEIVED

Recoil LLC
Orlando, FL

Metals Treatment Technologies, LLC
Arvada, CO

Green Excavating & Mining Solutions, LLC
Fremont, NE

cc: Todd McCoy, Parks & Recreation Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent

Patti Buettner, Parks Admin. Assist.
Patrick Brown, Finance Director
Bill Starkey, HPSP Superintendent

P2300

Heartland Shooting Park Lead Reclamation
City of Grand Island Nebraska
Site located at 6788 W. Husker Hwy. Alda, Nebraska

Green Excavating & Mining Solutions, LLC
4461 N. Broad
Fremont, NE 68025
402-720-6347
Contact: Terry vonSeggern

Thanks for the opportunity to bid your project.

Experience:

Green Excavating has been doing Lead Reclamation since 2008. We serve the entire Midwest including Wisconsin, Iowa, Missouri, Texas, Oklahoma, Kansas, South Dakota and Nebraska and have done dozens of similar jobs. Owner Terry vonSeggern also has 18 years of experience running and operating a 10 Trap Range located just outside of Fremont Nebraska.

References:

- Gateway Gun Club (12 Trap and skeet fields)
- St. Louis Missouri
- Tommy Teson
- 314-442-0716
-
- Iowa State Trap Association (34 Traps)
- Cedar Falls Iowa
- Denny Dozark
- 712-677-2293
-
- Beatrice Gun Club (5 Traps)
- Beatrice Nebraska
- Tim Lindstrom
- 402-416-1555

We can provide others upon request

Lead reclamation is our only business.

On Trap fields Green Excavating will determine lead reclamation area and depth of ground. We will do all the land prep work and when finished will spread out dirt and level it back to how it was before we started. Seeding of the grass is not necessary as it will grow back on its own. There is not sufficient lead in front of all the trap and skeet areas to warrant reclamation. Specifically in front of the bunker trap and also in front of the 4 east trap and skeet fields.

Green Excavating uses proprietary equipment specifically designed to provide Maximum efficiency of recovering lead and prepare it for shipping to a licensed smelter for proper recycling. This would include dirt tilling, and dirt moving equipment along with multiple stage screening equipment to ensure lead is separated from dirt and clean enough for recycling. When lead comes off the equipment it is stored in 55 gallon steel drums on a pallet with secure lids until shipment to smelter. Dirt has to be powder dry for system to work efficiently and recover maximum amount of lead. 100 percent recovery is not possible. This is a dry sift system and uses no water therefore water runoff cannot leave the property carrying hazardous material.

Concerning the rifle and pistol berm's Green Excavating will determine how deep into the berm's to remove the dirt and take to screening equipment for lead separation. This is usually a maximum of 18 inches into the berm. After lead separation dirt will be returned back to the berm and lightly compacted back into place. Green Excavating will also determine a reasonable plan to reclaim the lead on horizontal surface where steel targets have been utilized for shooting. This area does not include all of the horizontal surfaces especially in the longer range targets areas.

City of Grand Island will be responsible for removing any object in the way to perform work and also to replace back to desired location after area is finished in the rifle and pistol shooting areas.

Green Excavating's Bid is divided into two separate parts.

Part one is areas 3, 5, and 6 which are the trap and skeet areas. Offer is to give Heartland Shooting Park 25 percent of the proceeds and Green Excavating will take 75 percent of the proceeds. Expenses to be shared are the cost of pallets, barrels and trucking to the smelter at the same percentage as the revenue split. Current cost for steel barrels is \$33.00. Current cost for Special made pallets are \$28.00. Trucking to Missouri is estimated at \$2,300.00. Current sale price for selling the reclaimed lead is .84cents. This price changes daily but is currently at a 5 year high. Payment to Heartland shooting Park would be 30 days after the last load is sent off to the smelter.

Part 2 is areas 1 and 2 which are the rifle and pistol berms. Green Excavating will bid this part for \$58,000.00 and Heartland Shooting Park can receive 100 percent of the lead sales proceeds. Heartland Shooting Park would cover 100 percent of the pallets, barrels and trucking to the same certified smelter. There is no estimate nor can there be as to how much lead can be recovered and 100 percent recovery is not obtainable. Current offer from the smelter for outdoor rifle and pistol lead is somewhere around 50 to 55 cents a pound. This offer also changes daily.

As far as a time table to work on this project, we are currently doing a similar project in Wisconsin and can schedule after we complete this project. Lead reclamation in the trap and skeet areas cannot be done when the ground is frozen or wet. The rifle and pistol berms are more forgiving but winter still halts progress. It would be my estimate that we

could start this project this fall but might have to finish up next spring. Weather is a big factor. Green Excavating would need unlimited access to the shooting park but not into any buildings. We would also need electrical and water hookup in your RV Park during work for an Office/Housing location for one possible 2 campers. We also would need to have a shooting schedule to clearly outline work times.

Green Excavating has all the credentials to sell lead to a certified smelter for proper recycling and government regulations. We will handle all the sales to ensure maximum profit for lead sales. This would not be limited to one certain smelter as we would sell to the highest offer.

Benefit to this project for the Heartland Shooting Park would be that this would bring the park in compliance to the EPA Regulations on Shooting Ranges. There is a federal outline on Best Practices for Lead reclamation and Green Excavating follows those guidelines as it applies.

Thanks for the opportunity to work with you on this unique project.

Terry vonSeggern
Green Excavating & Mining Solutions, LLC
Fremont, NE
402-720-6347

RESOLUTION 2021-224

WHEREAS, the City of Grand Island issued a Request for Proposals (RFP) for Lead Reclamation at the Heartland Public Shooting Park; and

WHEREAS, three (3) request for proposals were received; and

WHEREAS, Green Excavating and Mining Solutions, LLC, from Fremont, Nebraska, submitted a proposal for such project in accordance with the Request for Proposals; and

WHEREAS, upon the conclusion of the project staff does not anticipate any overall cost to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from Green Excavating and Mining Solutions, LLC, from Fremont, Nebraska for Lead Reclamation at the Heartland Public Shooting Park hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 14, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 13, 2021	☐ City Attorney



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item G-14

#2021-225 - Approving Bid Award for Surface Prep and Painting of Island Oasis Water Park

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: September 14, 2021

Subject: Bid Award for Surface Prep and Painting of Island Oasis Water Park

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

On September 7, 2021 the Parks and Recreation Department advertised bids for Surface Prep and Painting of Island Oasis Water Park. Island Oasis was last painted in the spring of 2014.

Discussion

The Parks and Recreation Department is recommending repainting the wave pool and zero depth areas because the current paint has deteriorated. Dollars were budgeted in the 2021-22 general fund for this project.

Three bids were received:

A1A Sandblasting, Menahga, MN	\$ 72,000.00
Mongan Painting, Co, Inc., Cherokee, IA	\$172,685.00
TMI Coatings, Inc., St. Paul, MN	\$136,500.00

Staff recommends A1A Sandblasting of Menahga, MN to Surface Prep and Paint Island Oasis. The project will be funded by Island Oasis operating line item 10044525-85324.

Alternatives

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

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

Recommendation

City Administration recommends that the City Council award the bid for the Surface Prep and Painting of Island Oasis Water Park to A1A Sandblasting of Menahga, Minnesota.

Sample Motion

Move to approve the Surface Prep and Painting of Island Oasis Water Park to A1A Sandblasting for a total of \$72,000.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 7, 2021 at 2:00 p.m.

FOR: Surface Prep and Painting of Island Oasis Water Park

DEPARTMENT: Parks and Recreation

ESTIMATE: \$85,000.00

FUND/ACCOUNT: 10044525-85324

PUBLICATION DATE: August 15, 2021

NO. POTENTIAL BIDDERS: 10

SUMMARY

Bidder:	<u>Mongan Painting Co., Inc.</u> Cherokee, IA	<u>AIA Sandblasting (Iowa)</u> Menahga, MN
Exceptions:	None	None
Bid Price:	\$172,685.00	\$72,000.00
Bidder:	<u>TMI Coatings</u> St. Paul, MN	
Exceptions:	None	
Bid Price:	\$136,500.00	

cc: Todd McCoy, Parks & Recreation Director
 Jerry Janulewicz, City Administrator
 Stacy Nonhof, Purchasing Agent
 Superintendent

Patti Buettner, Admin. Asst. Parks
 Patrick Brown, Finance Director
 Jeremy Bachmann, Recreation

P2303

RESOLUTION 2021-225

WHEREAS, the City of Grand Island invited sealed bids for Surface Prep and Painting of Island Oasis Water Park, according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on September 7, 2021, three (3) bids were received, opened and reviewed; and

WHEREAS, A1A Sandblasting from Menahga, Minnesota 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 \$72,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of A1A Sandblasting from Menahga, Minnesota, in the amount of \$72,000.00 for Surface Prep and Painting of Island Oasis Water Park is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 14, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 13, 2021	☐ City Attorney



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item G-15

#2021-226 - Approving Annual Renewal of Utility Billing Software

Staff Contact: Patrick Brown, Finance Director

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: September 14, 2021

Subject: Approving Annual Payment for Utility Billing Software Support

Presenter(s): Patrick Brown, Finance Director

Background

On July 9, 2013, Council approved the purchase and implementation of Advanced Utility Systems CIS Infinity software solution for Utility Billing via resolution 2013-227. This software serves as the billing platform for the Electric, Water and Wastewater funds within the City of Grand Island. The system officially went live on April 1, 2015.

Discussion

The total cost for the period of 10/1/2021 to 9/30/2022 is \$90,584.23 (5.00% increase). This includes annual maintenance support for CIS Infinity, the core software, and Infinity.Link, the online payment website.

Alternatives

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

1. Approve the 2021-2022 invoice from AUS for software support and licensing.
2. Postpone the issue to a future meeting.
3. Take no action.

Recommendation

City Administration recommends that the Council approve the Annual Utility Billing Support Invoice in the amount of \$90,584.23.

Sample Motion

Move to approve the Annual Utility Billing Support Invoice from Advanced Utility Systems.

RESOLUTION 2021-226

WHEREAS, on July 9, 2013, by Resolution 2013-227, the City of Grand Island approved the proposal of N. Harris Computer Corporation, dba Advanced Utility Systems, to implement new utility billing software; and

WHEREAS, in order to receive continued maintenance support from the company, it is necessary to make annual payments to Advanced Utility Systems; and

WHEREAS, the cost for the period of October 1, 2021 to September 30, 2022 for CIS Infinity support is \$75,692.13; and

WHEREAS, the cost for the period of October 1, 2021 to September 30, 2022 for Infinity.Link support is \$14,892.10.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the payment to Advanced Utility System for Annual Maintenance Support in the amount of \$90,584.23 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 14, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
September 13, 2021 ✕ City Attorney



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item G-16

#2021-227 - Approving Certificate of Final Completion for the 2020 Asphalt Resurfacing Project No. 2020-AC-1

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: September 14, 2021

Subject: Approving Certificate of Final Completion for the 2020 Asphalt Resurfacing Project No. 2020-AC-1

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

Background

Gary Smith Construction Co, Inc. of Grand Island, Nebraska was awarded an \$898,534.85 contract by the City Council on March 24, 2020, via Resolution No. 2020-76, for the 2020 Annual Asphalt Resurfacing project. This year's work involved asphalt resurfacing on:

Section #1 – Husker Highway; Us Highway 30 to Regal Drive

Section #2 – Engleman Road; Husker Highway to US Highway 30

Section #3 – Schimmer Drive; North Road to Blaine Street

Section #4 – Blaine Street; Schimmer Drive to US Highway 34

On September 22, 2020, via Resolution No. 2020-231, City Council approved Change Order No. 1 at no cost to the project, which allowed for a time extension to complete the project from September 4, 2020 to November 15, 2020.

On November 24, 2020, via Resolution No. 2020-304, City Council approved Change Order No. 2 at no cost to the project, which allowed for a time extension from November 15, 2020 to July 1, 2021.

On July 13, 2021, via Resolution No. 2021-165, City Council approved Change Order No. 3 at no cost to the project, which allowed for a time extension from July 1, 2021 to August 15, 2021.

Discussion

The project was completed in accordance with the terms, conditions and stipulations of the contract, plans and specifications. Construction was completed at a total cost of \$871,743.70, resulting in an underrun of \$26,791.15. The project underrun was due to a reduction in traffic control, also construction did not impact the adjacent roadway shoulders and driveways as anticipated, which lead to a decrease in the restoration costs.

Additional project costs (detailed below) totaled \$39,729.88 for a final project cost of \$911,473.58.

Additional Project Costs-

GSI Engineering – Quality Assurance	\$ 3,562.50
Grand Island Independent- Advertising	\$ 231.41
City of Grand Island Public Works Engineering Services	\$ 33,535.97
Hall County Public Works- Section Corners	\$ 2,400.00
Additional Project Costs	\$ 39,729.88

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Certificate of Final Completion for Asphalt Resurfacing Project No. 2020-AC-1.

Sample Motion

Move to approve the Certificate of Final Completion for Asphalt Resurfacing Project No. 2020-AC-1.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Asphalt Resurfacing Project No. 2020-AC-1
 CITY OF GRAND ISLAND, NEBRASKA
 September 14, 2021

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

This is to certify that Asphalt Resurfacing Project No. 2020-AC-1 has been fully completed by Gary Smith Construction Co, Inc. of Grand Island, Nebraska under the contract dated April 1, 2020. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Asphalt Resurfacing Project No. 2020-AC-1

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
Bid Section #1- HUSKER HIGHWAY; US HIGHWAY 30 TO REGAL DRIVE					
1	MOBILIZATION	1.00	LS	\$12,500.00	\$12,500.00
2	COLD MILLING, CLASS 3 (DEPTH 1")	15,599.10	SY	\$ 0.89	\$13,883.20
3	COLD MILLING, CLASS 3 (DEPTH 4")	5,275.00	SY	\$ 3.00	\$15,825.00
4	ASPHALTIC CONCRETE, TYPE SPR (3" & 4")	4,142.54	TON	\$ 47.50	\$196,770.65
5	ASPHALTIC CONCRETE FOR INTERSECTIONS AND DRIVEWAYS, TYPE SPR	0.00	TON	\$ 60.00	\$0.00
6	ASPHALTIC CONCRETE FOR PATCHING, TYPE SPR	0.00	TON	\$ 90.00	\$0.00
7	CRUSHED CONCRETE SURFACE COURSE FOR DRIVEWAYS	20.44	TON	\$ 30.00	\$613.20
8	TACK COAT	5,075.00	GAL	\$ 1.75	\$8,881.25
9	RAISED LANE MARKERS	208.00	EA	\$ 0.72	\$149.76
10	TEMPORARY SIGN DAY	535.00	DAY	\$ 4.00	\$2,140.00
11	BARRICADE, TYPE II	114.00	BDAY	\$ 0.75	\$85.50
12	BARRICADE, TYPE III	323.00	BDAY	\$ 3.00	\$969.00
13	FLAGGING	17.00	DAY	\$ 225.00	\$3,825.00
14	FURNISHING & OPERATING PILOT VEHICLE	5.50	DAY	\$ 250.00	\$1,375.00
15	EARTH SHOULDER CONSTRUCTION	119.00	STA	\$ 75.00	\$8,925.00
16	HYDRO-SEEDING	1.20	ACRE	\$ 6,300.00	\$7,560.00
17	UP RAILROAD COORDINATION	1.00	LS	\$ 1,900.00	\$1,900.00
18	UP RAILROAD FLAGGING	1.00	DAY	\$ 1,500.00	\$1,500.00
Total Bid Section #1=					\$276,902.56

Bid Section #2- ENGLEMAN ROAD; HUSKER HIGHWAY TO US HIGHWAY 30

1	MOBILIZATION	1.00	LS	\$10,000.00	\$10,000.00
2	COLD MILLING, CLASS 3 (DEPTH 1")	5,121.57	SY	\$ 0.89	\$4,558.20
3	ASPHALTIC CONCRETE, TYPE SPR (3")	925.99	TON	\$ 47.50	\$43,984.53

4	ASPHALTIC CONCRETE FOR INTERSECTIONS AND DRIVEWAYS, TYPE SPR	0.00	TON	\$ 60.00	\$0.00
5	ASPHALTIC CONCRETE FOR PATCHING, TYPE SPR	0.00	TON	\$ 90.00	\$0.00
6	CRUSHED CONCRETE SURFACE COURSE FOR DRIVEWAYS	24.40	TON	\$ 30.00	\$732.00
7	TACK COAT	875.00	GAL	\$ 1.75	\$1,531.25
8	RAISED LANE MARKERS	67.00	EA	\$ 0.72	\$48.24
9	TEMPORARY SIGN DAY	58.00	DAY	\$ 4.00	\$232.00
10	BARRICADE, TYPE II	84.00	BDAY	\$ 0.75	\$63.00
11	BARRICADE, TYPE III	42.00	BDAY	\$ 3.00	\$126.00
12	FLAGGING	6.00	DAY	\$ 225.00	\$1,350.00
13	FURNISHING & OPERATING PILOT VEHICLE	0.00	DAY	\$ 250.00	\$0.00
14	EARTH SHOULDER CONSTRUCTION	34.00	STA	\$ 75.00	\$2,550.00
15	HYDRO-SEEDING	0.40	ACRE	\$ 6,300.00	\$2,520.00
16	UP RAILROAD COORDINATION	1.00	LS	\$ 1,900.00	\$1,900.00
17	UP RAILROAD FLAGGING	1.00	DAY	\$ 1,500.00	\$1,500.00
Total Alternative Bid Section #2=					\$71,095.21

Bid Section #3- SCHIMMER DRIVE; NORTH ROAD TO BLAINE STREET

1	MOBILIZATION	1.00	LS	\$12,500.00	\$12,500.00
2	COLD MILLING, CLASS 3 (DEPTH 1")	15,734.78	SY	\$ 0.89	\$14,003.95
3	ASPHALTIC CONCRETE, TYPE SPR (3")	5,518.29	TON	\$ 47.50	\$262,118.78
4	ASPHALTIC CONCRETE FOR INTERSECTIONS AND DRIVEWAYS, TYPE SPR	75.06	TON	\$ 60.00	\$4,503.60
5	ASPHALTIC CONCRET FOR PATCHING, TYPE SPR	0.00	TON	\$ 90.00	\$0.00
6	CRUSHED CONCRETE SURFACE COURSE FOR DRIVEWAYS	27.34	TON	\$ 30.00	\$820.20
7	TACK COAT	5,750.00	GAL	\$ 1.75	\$10,062.50
8	RAISED LANE MARKERS	110.00	EA	\$ 0.72	\$79.20
9	TEMPROARY SIGN DAY	321.00	DAY	\$ 5.00	\$1,605.00
10	BARRICADE, TYPE II	390.00	BDAY	\$ 0.75	\$292.50
11	BARRICACE, TYPE III	160.00	BDAY	\$ 3.00	\$480.00
12	FLAGGING	33.50	DAY	\$ 225.00	\$7,537.50
13	FURNISHING & OPERATING PILOT VEHICLE	6.00	DAY	\$ 250.00	\$1,500.00
14	EARTH SHOULDER CONSTRUCTION	186.00	STA	\$ 75.00	\$13,950.00
15	HYDR-SEEDING	1.91	ACRE	\$ 6,300.00	\$12,033.00
16	UP RAILROAD COORDINATION	1.00	LS	\$ 1,900.00	\$1,900.00
17	UP RAILROAD FLAGGING	1.00	DAY	\$ 1,500.00	\$1,500.00
Total Bid Section #3=					\$344,886.23

Bid Section #4- BLAINE STREET; SCHIMMER DRIVE TO US HIGHWAY 34

1	MOBILIZATION	1.00	LS	\$12,500.00	\$12,500.00
2	COLD MILLING, CLASS 3 (DEPTH 1")	13,677.69	SY	\$ 0.89	\$12,173.14
3	ASPHALTIC CONCRETE, TYPE SPR (3")	2,630.36	TON	\$ 47.50	\$124,942.10
4	ASPHALTIC CONCRETE FOR INTERSECTIONS AND DRIVEWAYS, TYPE SPR	10.70	TON	\$ 60.00	\$642.00
5	ASPHALTIC CONCRETE FOR PATCHING, TYPE SPR	10.00	TON	\$ 90.00	\$900.00
6	CRUSHED CONCRETE SURFACE COURSE FOR DRIVEWAYS	15.04	TON	\$ 30.00	\$451.20
7	TACK COAT	3,000.00	GAL	\$ 1.75	\$5,250.00
8	RAISED LANE MARKERS	58.00	EA	\$ 0.72	\$41.76
9	TEMPORARY SIGN DAY	136.00	DAY	\$ 4.00	\$544.00
10	BARRICADE, TYPE II	162.00	BDAY	\$ 0.75	\$121.50
11	BARRICADE, TYPE III	106.00	BDAY	\$ 3.00	\$318.00
12	FLAGGING	32.00	DAY	\$ 225.00	\$7,200.00
13	FURNISHING & OPERATING PILOT VEHICLE	0.00	DAY	\$ 250.00	\$0.00
14	EARTH SHOULDER CONSTRUCTION	98.00	STA	\$ 75.00	\$7,350.00
15	HYDRO-SEEDING	1.02	ACRE	\$ 6,300.00	\$6,426.00
Total Bid Section #4=					\$178,859.70

Grand Total=	\$871,743.70
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Additional Project Costs-

GSI Engineering – Quality Assurance	\$ 3,562.50
Grand Island Independent- Advertising	\$ 231.41
City of Grand Island Public Works Engineering Services	\$ 33,535.97
Hal County Public Works- Section Corners	\$ 2,400.00
Additional Project Costs	\$ 39,729.88

Asphalt Resurfacing Project No. 2020-AC-1 Project Total = \$911,473.58

I hereby recommend that the Engineer’s Certificate of Final Completion for Asphalt Resurfacing Project No. 2020-AC-1 be approved.

John Collins, PE - City Engineer/Public Works Director

Roger G. Steele – Mayor

RESOLUTION 2021-227

WHEREAS, the City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for Project No. 2020-AC-1, Asphalt Resurfacing, certifying that Gary Smith Construction Co., Inc. of Grand Island, Nebraska, under contract, has completed the asphalt resurfacing in the total amount of \$871,743.70; and

WHEREAS, additional project costs equate to \$39,729.88, as detailed below, resulting in a total project cost of \$911,473.58; and

GSI Engineering – Quality Assurance	\$ 3,562.50
Grand Island Independent- Advertising	\$ 231.41
City of Grand Island Public Works Engineering Services	\$ 33,535.97
Hal County Public Works- Section Corners	\$ 2,400.00
Additional Project Costs	\$ 39,729.88

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion, for Project No. 2020-AC-1, Asphalt Resurfacing, in the amount of \$911,473.58, is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 14, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	by _____
September 13, 2021	City Attorney



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item G-17

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

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

Council Agenda Memo

From: Andres Gomez, MPO Program Manager

Meeting: September 14, 2021

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

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

Background

All agreements must be approved by the City Council. In March 2013 the City of Grand Island was designated as a urbanized area with a population over 50,000 which requires the metropolitan area to establish a transportation planning process in accordance with Title 23 CFR 450 of the current federal transportation bill. On an annual basis, the MPO develops a Unified Planning Work Program (UPWP), which identifies work activities to be performed during the fiscal year. The UPWP is approved by the MPO Policy Board and City Council. The UPWP is then submitted to the Nebraska Department of Roads for review, and forwarded for approval for federal reimbursement by the Federal Highway Administration and Federal Transit Administration.

On May 28, 2019, via Resolution No. 2019-177, City Council approved an agreement with the Nebraska Department of Transportation (NDOT) for the purpose of assisting the Local Public Agency (LPA) in obtaining Federal financial assistance to ensure a continued, comprehensive, and cooperative transportation planning process between the state and local governments for the Grand Island Metropolitan Planning Area for Fiscal Year 2020.

The maximum Federal Planning Funds under the FY2020 (July 1, 2019- June 30, 2020) Unified Planning Work Program (UPWP) is 80%, with a not to exceed amount of \$263,572.01 for FY2020 eligible costs. The City's obligation of 20% shall not exceed \$65,893.00 and can be part of in-kind services (staff time & expenses).

Discussion

The initial duration of the original agreement for FY2020 transportation planning needs to be reestablished to beginning July 1, 2019 and ending October 30, 2021. This will

allow funds from other sources to be reallocated to cover costs incurred, as well as increase MPO's compensation for the additional funds available for the Eligible Planning Activities provided under this agreement.

Total costs and funding commitments of the original agreement are also being amended as follows. The total cost of the Eligible Planning Activities is increased from \$329,465.01 to \$380,590.85, with the Federal share increased from \$263,572.01 to \$304,472.68, which is the sum of the carryover planning funds from the last fiscal year, planning funds from the upcoming fiscal year, and available funding from other sources. The City's obligation will increase from \$65,893.00 to \$76,118.17.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve a resolution authorizing the Mayor to sign the supplemental agreement.

Sample Motion

Move to approve the resolution.

RESOLUTION 2021-228

WHEREAS, on May 28, 2019, via Resolution No. 2019-177, City Council approved an agreement with the Nebraska Department of Transportation (NDOT) for the purpose of assisting the Local Public Agency (LPA) in obtaining Federal financial assistance to ensure a continued, comprehensive, and cooperative transportation planning process between the state and local government for the Grand Island Metropolitan Planning Area for Fiscal Year 2020; and

WHEREAS, the maximum Federal Planning Funds under the FY2019 (July 1, 2019- June 30, 2020) Unified Planning Work Program (UPWP) is 80%, with a not to exceed amount of \$263,572.01 for FY2020 eligible costs; and

WHEREAS, the initial duration of the original agreement for FY2020 transportation planning needs to be reestablished to beginning July 1, 2019 and ending October 30, 2021; and

WHEREAS, total costs and funding commitments of the original agreement are also being amended as follows. The total cost of the Eligible Planning Activities is increased from \$329,465.01 to \$380,590.85, with the Federal share increased from \$263,572.01 to \$304,472.68, which is the sum of the carryover planning funds from the last fiscal year, planning funds from the upcoming fiscal year, and available funding from other sources; and

WHEREAS, the City's obligation will increase from \$65,893.00 to \$76,118.17; and

WHEREAS, this will allow funds from other sources to be reallocated to cover costs incurred, as well as increase MPO's compensation for the additional funds available for the Eligible Planning Activities provided under this agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to sign Supplemental Agreement No. 1 to Project No. PGL-1(57), Control No. 01001G between the City and the State.

Adopted by the City Council of the City of Grand Island, Nebraska, September 14, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 13, 2021	☐ City Attorney



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item G-18

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

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: September 14, 2021

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

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

Background

Public Works Engineering staff, along with Olsson, Inc. of Grand Island have completed an evaluation of the condition of the Eddy Street underpass which was built in 1950. The goal of this evaluation was to outline repairs and/or replacements to extend the life of the structure. Issues requiring evaluation were related to the condition of the concrete retaining walls of the structure as well as the condition of the Mill Drive and North Front Street Bridges. The current storm sewer pumping system for the underpass was also evaluated and will be rehabbed as needed. Installation of netting to aid in the reduction of roosting birds is desired. The objective of this stage of the project was to develop and evaluate recommendations for rehabilitation, evaluate opinions of cost, and select a preferred alternative.

The Engineering Division of the Public Works Department is in the final design phase of the Eddy Street Underpass Rehabilitation; Project No. 2019-U-1, with plans to solicit construction bids this fall.

Discussion

The Union Pacific Railroad (UPRR) requires the City to enter into a “Reimbursement Agreement for Construction Engineering Services”, for UPRR to perform the project work associated with the Eddy Street Underpass Rehabilitation; Project No. 2019-U-1. The City is required to pay the UPRR an amount not to exceed of \$25,000.00 on a time and materials basis to cover UPRR expenses in construction observation and appropriate flagging operations near their facilities while work is being performed.

Without this agreement the City cannot proceed with rehabilitation of the Eddy Street Underpass, as this work is directly under the rail line.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve a resolution allowing the City to enter into the Reimbursement Agreement for Construction Engineering Services with Union Pacific Railroad at the estimated amount of \$25,000.00 for Eddy Street Underpass Rehabilitation; Project No. 2019-U-1.

Sample Motion

Move to approve the resolution.

RESOLUTION 2021-229

WHEREAS, in connection with the Eddy Street Underpass Rehabilitation; Project No. 2019-U-1 a Reimbursement Agreement for Construction Engineering Services is required by the Union Pacific Railroad; and

WHEREAS, the agreement also requires an amount not to exceed of \$25,000.00 on a time and materials basis; and

WHEREAS, the agreement has been reviewed and approved by the City's 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 Reimbursement Agreement for Construction Engineering Services with the Union Pacific Railroad in connection with Eddy Street Underpass Rehabilitation; Project No. 2019-U-1.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 14, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
September 13, 2021 ✕ City Attorney



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item G-19

#2021-230 - Approving Amendment No. 1 Correction to Resolution No. 2020-172; Engineering Consulting Agreement for Eddy Street Underpass Rehabilitation; Project No. 2019-U-1

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: September 14, 2021

Subject: Approving Amendment No. 1 Correction to Resolution No. 2020-172; Engineering Consulting Agreement for Eddy Street Underpass Rehabilitation; Project No. 2019-U-1

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

Background

On November 12, 2019, via Resolution No. 2019-329, City Council approved an Engineering Services agreement with Olsson, Inc. of Grand Island, Nebraska in the amount of \$67,570.00 for Eddy Street Underpass Rehabilitation; Project No. 2019-U-1.

On July 28, 2020, via Resolution No. 2020-172, City Council approved Amendment No. 1 to the original agreement in the amount of \$67,570.00.

Discussion

The total agreement amount was incorrectly listed in Resolution No. 2020-172 as \$79,060.00, rather than the correct total agreement amount of \$135,140.00. A rectification to Resolution No. 2020-172 is necessary to fulfill approved Amendment No. 1 with Olsson, Inc. of Grand Island, Nebraska for Eddy Street Underpass Rehabilitation; Project No. 2019-U-1.

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 Amendment No. 1 to the original agreement with Olsson, Inc. of Grand Island, Nebraska, in the amount of \$79,060.00.

Sample Motion

Move to approve the resolution.

RESOLUTION 2021-230

WHEREAS, on November 12, 2019, via Resolution No. 2019-329, City Council approved an Engineering Services Agreement with Olsson, Inc. of Grand Island, Nebraska in the amount of \$67,570.00 for Eddy Street Underpass Rehabilitation; Project No. 2019-U-1; and

WHEREAS, on July 28, 2020, via Resolution No. 2020-172, City Council approved Amendment No. 1 to the original agreement in the amount of \$67,570.00; and

WHEREAS, the total agreement amount was incorrectly listed in Resolution No. 2020-172 as \$79,060.00, rather than the correct total agreement amount of \$135,140.00; and

WHEREAS, a rectification to Resolution No. 2020-172 is necessary to fulfill approved Amendment No. 1 with Olsson, Inc. of Grand Island, Nebraska for Eddy Street Underpass Rehabilitation; Project No. 2019-U-1.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the correction to Resolution No. 2020-172 for Amendment No. 1 with Olsson, Inc. of Grand Island, Nebraska for Eddy Street Underpass Rehabilitation; Project No. 2019-U-1 is hereby approved for the total agreement amount of \$135,140.00.

Adopted by the City Council of the City of Grand Island, Nebraska, September 14, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 13, 2021	☐ City Attorney



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item G-20

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

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

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

RESOLUTION 2021-231

WHEREAS, a public sanitary sewer easement is required by the City of Grand Island, from Bosselman Pump & Pantry, Inc. in Bosselman Crossing Subdivision, City of Grand Island, Hall County, Nebraska and more particularly described as follows:

A 20 FT SANITARY EASEMENT LOCATED IN PART OF LOTS 1 AND 2, BOSSELMAN CROSSING SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A SOUTHWEST CORNER OF SAID LOT 1, BOSSELMAN CROSSING SUBDIVISION AND SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N00°12'32"W, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 166.63 FEET; THENCE N01°05'52"W A DISTANCE OF 207.51 FEET; THENCE N89°57'59"E A DISTANCE OF 20.00 FEET; THENCE S01°05'52"E A DISTANCE OF 207.60 FEET; THENCE S00°12'32"E A DISTANCE OF 166.53 FEET TO A POINT ON SAID SOUTH LINE OF LOT 1 AND SAID NORTH RIGHT-OF-WAY LINE OF LAKE STREET; THENCE S89°57'59"W, ALONG SAID SOUTH LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID SANITARY EASEMENT CONTAINS 7481.71 SQUARE FEET OR 0.172 ACRES MORE OR LESS.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire such public sanitary sewer easement from the property owner on the above described tract of land.

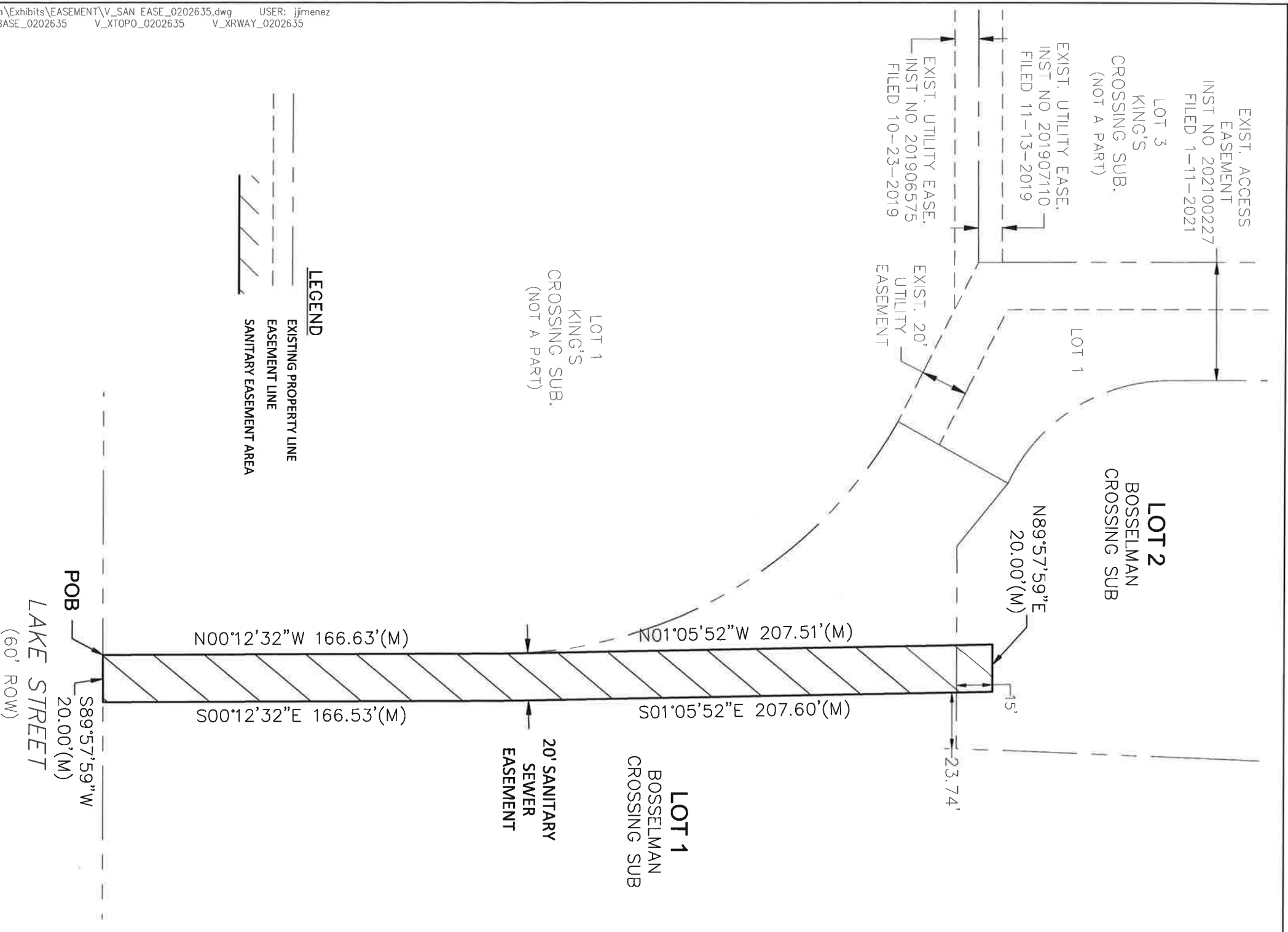
Adopted by the City Council of the City of Grand Island, Nebraska, September 14, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 13, 2021	☐ City Attorney



SANITARY EASEMENT DESCRIPTION

A 20 FT SANITARY EASEMENT LOCATED IN PART OF LOTS 1 AND 2, LOSSELMAN CROSSING SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A SOUTHWEST CORNER OF SAID LOT 1, LOSSELMAN CROSSING SUBDIVISION AND SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N00°12'32"W, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 166.63 FEET; THENCE N01°05'52"W A DISTANCE OF 207.51 FEET; THENCE N89°57'59"E A DISTANCE OF 20.00 FEET; THENCE S01°05'52"E A DISTANCE OF 207.60 FEET; THENCE S00°12'32"E A DISTANCE OF 166.53 FEET TO A POINT ON SAID SOUTH LINE OF LOT 1 AND SAID NORTH RIGHT-OF-WAY LINE OF LAKE STREET; THENCE S89°57'59"W, ALONG SAID SOUTH LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID SANITARY EASEMENT CONTAINS 7481.71 SQUARE FEET OR 0.172 ACRES MORE OR LESS.

DWG: F:\2020\2501-3000\020-2635\40-Design\Exhibits\EASEMENT\V_SAN EASE_0202635.dwg USER: jjimenez
 DATE: Aug 26, 2021 3:58pm XREFS: C_PBASE_0202635 V_XTOPO_0202635 V_XRWAY_0202635

PROJECT NO: 020-2635
 DRAWN BY: JMJ
 DATE: 08.26.2021

SANITARY EASEMENT



201 East 2nd Street
 Grand Island, NE 68801
 TEL 308.384.8750

EXHIBIT
1



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item G-21

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

Staff Contact: Amber Alvidrez

Council Agenda Memo

From: Amber Alvidrez, Community Development

Council Meeting: September 14, 2021

Subject: Approving Subordination Agreement for 1023 Nebraska Ave, Grand Island Nebraska for Scott Peters

Presenter(s): Amber Alvidrez, Community Development Administrator

Background

On March 6, 2014 Community Development Block Grant funds in the amount of \$20,000.00 were loaned to Scott Peters to assist in the cost of a down payment to obtain the property. The legal description is:

Lot Twenty Six (26), in Fonner view Subdivision, in the City of Grand Island, Hall County, NE

The owner is requesting for the City to subordinate to the new Loan amount and accept and remain in second position. The equity in the property is in excess of the lien amounts held by both the City and the bank.

Discussion

The new lien with Equitable Bank, is for \$100,000 would by law be junior in priority to the City's lien; however, Equitable Bank, has asked the City to subordinate its Deed of Trust to the new Deed of Trust.

The estimated appraisal value of the property is \$200,000.

ALTERNATIVES

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

1. Approve the Subordination Agreement
2. Refer the issue to a Committee
3. Postpone the issue to a later date
4. Take no action on the issue

RECOMMENDATION

Community Development Division recommends that the Council approves the Subordination Agreement with Equitable Bank. Placing the City in the second position to the new Deed of Trust.

Sample Motion

Move to recommend approval of the Subordination Agreement with Equitable Bank, placing the City in the second position to the new Deed of Trust.

SUBORDINATION AGREEMENT

COMES NOW the City of Grand Island, Nebraska, secured party/beneficiary and hereby partially subordinates its trust deed/real estate lien recorded March 7, 2014, on the following described real estate:

Lot Twenty six (26), Fonner View Subdivision, in The City of Grand Island, Hall County, Nebraska.

It is the intent of this Agreement that the trust deed for amounts loaned by Equitable Bank to Scott Peters(Borrower)., that was filed **date of new lien** as Instrument Number **###** shall be superior to the trust deed/real estate lien of the City of Grand Island, its successors and assigns recorded **Date of new lien**, up to the amount of \$100,000.00 plus interest and amounts advanced to protect the collateral. Thereafter, the City of Grand Island's lien shall have priority. It is further understood that this subordination shall include all current obligations, extensions, renewals, advances or modifications made by the City of Grand Island, Nebraska to Borrowers which is secured by the trust deed/real estate lien recorded March 7, 2014 as Document Number 201401295 in the records of the Register of Deeds of Hall County, Nebraska. Nothing in this Subordination Agreement is intended as a promise to provide financing or make advances to Borrowers by the City of Grand Island, Nebraska and it is not the intention of the City of Grand Island, Nebraska to warrant or guarantee the obligations of Borrowers but merely to partially subordinate its lien interests under the instrument recorded at Document Number 201401295. It is understood that Equitable Bank intends to lend funds to Borrowers but that the subordinated amount is not to exceed \$100,000.00 plus interest and amounts advanced to protect the collateral.

Nothing in this instrument is intended to relieve Borrowers of their obligation to the City of Grand Island, Nebraska or to subordinate any other lien interests including, but not limited to, real estate taxes and special assessments.

Dated: _____

City of Grand Island, Nebraska

By _____
Roger G. Steele, Mayor

STATE OF NEBRASKA)
)ss.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me on _____,
2021, by Roger G. Steele, Mayor of the City of Grand Island, Nebraska.

Notary Public

RESOLUTION 2021-232

WHEREAS, the City of Grand Island, is the lender and secured party of a Deed of Trust dated March 6, 2014 and recorded on March 7, 2014, as Instrument No.201401295 respectively, in the total amount of \$20,000.00 secured by property located at 1023 Nebraska Ave in Grand Island, Nebraska and owned by Scott Peters, said property being described as follows:

Lot Twenty Six (26), Fonner View Subdivision, in the City of Grand Island, Hall County, NE

WHEREAS Scott Peters wishes to execute a Deed of Trust in the amount of \$100,000.00 with Equitable Bank, to be secured by the above-described real estate upon the subordination of the City's Deed of Trust to their lien priority; and

WHEREAS, the value of the above-described real estate is sufficient to adequately secure both loans; and

WHEREAS, the requested subordination of the City's lien priority is in the best interests of all parties.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to execute an agreement subordinating the lien priority of the above described Deeds of Trust of Scott Peters, to the City of Grand Island, as beneficiary to that of the new loan and Deed of Trust Equitable Bank, Beneficiary, as more particularly set out in the subordination agreement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 14, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 13, 2021	☐ City Attorney



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item G-22

**#2021-233 - Approving CDBG #2020-2 Subrecipient Agreement
with the YMCA**

Staff Contact: Amber Alvidrez

Council Agenda Memo

From: Amber Alvidrez, Community Development

Meeting: September 14, 2021

Subject: Approving CDBG Contract #2020-2 with the YMCA

Presenter(s): Amber Alvidrez, Community Development
Administrator

Background

In May of 2021, the City of Grand Island was awarded an annual allocation of \$427,392.00 from the United States Department of Housing and Urban Development's Community Development Block Grant Program. In March of 2021, City Council approved the 2020-2021 Annual Action Plan, which included various projects throughout Grand Island, all of which benefit low to moderate income persons or areas. Each one of these projects requires a separate contract, which comes before City Council.

Discussion

The YMCA was included in the 2020-2021 Annual Action Plan to use \$33,000 Community Development Block Grant funds for parking lot and sidewalk improvements focusing on the current handicap stalls and uneven sidewalks. The Sidewalks at the YMCA are cracked and past attempts, at repairs have left an uneven and unsafe walking surface. Drain covers across the width of the sidewalk are also uneven, unstable and rusted. ADA accessible curb cuts are also needed. Ultimately the project would replace broken sidewalks and drains making them more handicap accessible.

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 approves CDBG Contract #2020-2 with the YMCA and authorizes Mayor to sign all related documents.

Sample Motion

Move to approve CDBG Contract #2020-2 with The YMCA.

SUBRECIPIENT CONTRACT FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING
ENTITLEMENT FUNDS

SECTION I.

RECITALS

THIS AGREEMENT, made and entered into this 14th day of September, 2021 by and between the City of Grand Island ("City/Grantee,") and Young Men's Christian Association of Grand Island ("Sub recipient,") witnesseth:

WHEREAS, the Grantee has applied for and received funds from the U.S. Department of Housing and Urban Development (HUD), under Title 1 of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Sub-Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

SECTION II.

SCOPE OF SERVICE

A. Activities

The Sub recipient will be responsible for administering CDBG Fiscal Year 2020 Entitlement Community Development Block Grant program funds in a manner satisfactory to the City/Grantee and consistent with any standards required by the United States Department of Housing and Urban Development, as a condition of providing the funds, and consistent with all provisions of this Agreement. Sub recipient warrants and represents it has the requisite authority and capacity to perform all terms and conditions on Sub recipients part to be performed hereunder.

B. Program Delivery

Sub recipient shall use Thirty-Three thousand dollars and 00/100(\$33,000.00) of Community Development Block Grant funds to will Repair and make necessary improvements to the Sub recipient's parking lot and sidewalk located at 221 E. South Front Street, Grand Island Nebraska, as submitted in the application for Community Development Block Grant (CDBG) funds dated (March 30, 2021) toward the goal of Eliminating slum and blight areas within Grand Island.

The major tasks the Sub recipient will perform include, but are not necessarily limited to the following:

- a. Sub recipient will repair or replace any cracked, uneven or unsafe walking surfaces in the organization's parking lot.

- b. Sub recipient will place the necessary curb cuts and wheel chair ramps and meeting ADA compliance while completing the necessary repairs to the parking lot and sidewalk located at sub recipients premises.
- c. Sub recipient shall follow the City of Grand Island's procurement regulations for any work necessary in order to complete program.
- d. Sub-recipient is to ensure that all hired contractors meet the requirements set forth by the Davis Bacon, section 3 regulations and registered on SAM.gov.

C. National Objective Compliance

The Sub recipient certifies that the activity (ies) carried out under this Agreement will meet the following H.U.D. National Objective:

Prevent or Aid in the Elimination of Slum and Blight

Failure by the Sub recipient to fulfill the National Objective may result in grant funds being disallowed and required to be returned to the City/Grantee.

D. Level(s) of Performance & Accomplishment - Goals and Performance Measures

- a. Sub recipient shall complete the necessary repairs to the organizations parking lot and adjoining sidewalk.
- b. The Sub recipient and sub-contractors are to follow all Davis Bacon and Section 3 rules and requirements while completing project.
- c. Sub recipient is to provide weekly reports on Project progress to include
 - a. A Summary of Project progress
 - b. Section 3 workers hour logs
 - c. Davis bacon Requirements

Units of Service include:

The Sub-recipient's progress will be monitored by the completion of the parking lot improvements.

E. Project Description

Type of Project: Eliminating Slum and Blight
 Project Location: City of Grand Island
 Service Area: City of Grand Island
 Project: 2020-2
 Basic Eligibility Citation: 24 CFR 570.208(b)(1)
 Amount Funded: \$33,000

F. Performance Monitoring

The City/Grantee reserves the right to monitor and evaluate the progress and

Performance of the Sub recipient to assure the terms of this agreement are being satisfactorily met in accordance with HUD, City/Grantee and other applicable monitoring and evaluating criteria and standards. Sub recipient shall cooperate with the City/Grantee relating to such monitoring and evaluation. The City/Grantee will monitor the performance of the Sub recipient against goals and performance standards as stated above. Substandard performance as determined by the City/Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub recipient within a reasonable 90 days of time after being notified by the City/Grantee, Agreement suspension or termination procedures will be initiated.

G. Time of Performance

Sub Recipient shall perform the services set out above, and shall expend the Community Development Block Grant funding provided for above between September 14, 2021 and September 14, 2022. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub recipient remains in control of CDBG funds or other CDBG assets, including program income.

H. Budget

Sub recipient shall use Thirty Three Thousand Dollars &00/100 (\$33,000.00) of Community Development Block Grant funds provided for Parking lot and sidewalk improvements.

In addition, the City/Grantee may require a more detailed budget breakdown than the one contained herein, and the Sub recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City/Grantee. Any amendments to this budget must be approved in writing by the City/Grantee and Sub recipient.

I. Compensation and Method of Payment

If Sub recipient is not in default hereunder, and subject to City/Grantee's receipt of the U.S. Department of Housing & Urban Development Community Development Block Grant funds, and provided the Agreement and Scope of Service are eligible Expenditures of Community Development Block Grant funds, the City/Grantee agrees to pay the Sub recipient an amount not to exceed Thirty Three Thousand Dollars and Zero Cents (\$33,000.00). There are no eligible delivery costs. Payments may be contingent upon certification of the Sub recipients' financial management system in accordance with the standards specified in 2 CFR 200, as now in effect and as may be amended from time to time.

- a. Draw-down requests may be submitted to the Community Development

Administrator. Draw-down requests must be in writing and accompanied by acceptable documentation supporting the draw-down amount. Documentation should include, at a minimum, the following information:

- 1) Invoice itemizing amounts requested;
- 2) Supporting documentation for each item; and
- 3) Payroll slips or time cards, if applicable.

Additional documentation may be requested as needed for clarification. Payment requests require City/Grantee Council approval prior to disbursal, and Drawdown Reimbursement Request will only be processed once a month.

J. Environmental Review

An Environmental Review must be completed prior to the Sub recipient committing or expending any Community Development Block Grant funds. The Sub recipient may not proceed with any services until receipt of written notification of the Environmental Review findings by the City/Grantee.

K. Procurement Standards and Code of Conduct

Documentation evidencing adoption of Procurement Standards and Code of Conduct equivalent to those established in 2 CFR 200, as now in effect and as may be amended from time to time, and 24 CFR Part 570. Sub recipient shall follow the City of Grand Island's Procurement processes to ensure compliance with 2 CFR 200.

K. Fair Housing

Documentation that the Sub recipient has specifically provided a description of the actions they will take during the course of the grant to fulfill the requirements to affirmatively further fair housing. (Applicable to housing projects)

L. Implementation Schedule

CDBG Sub recipient to complete and submit to the City/Grantee the Implementation Schedule form.

L. Sources and Uses of Funds (if applicable)

not applicable

M. Other Special Conditions

Sub- recipient shall be in active registration on the System for Award Management (SAM.gov) as well as all sub-contractors for the duration of the

agreement. Sub recipient and sub recipient’s sub-contractor will follow all Davis-Bacon Regulations. Sub recipient shall meet all requirements set forth by Section 3.

N. Notices

Notices required by this Agreement shall be in writing and delivered via United States Postal Service mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice. Communication and details concerning this Agreement shall be directed to the following agreement representatives:

City/Grantee		Sub-recipient:	
City of Grand Island		Young Men’s Christian Association of Grand Island	
ATTN: Community Development Division		Cara Lemburg	
100 East First Street		211 E. South Front Street	
Grand Island NE, 68801-1968		Grand Island Nebraska, 68801	
Telephone:	(308)385-5444 ext. 212	Telephone:	308-395-9622
Fax:	(308) 385-5488	Fax:	

SECTION III.

GENERAL CONDITIONS

A. General Compliance

Any changes to the program goals, scope of services, schedule or budget, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Sub-recipient and the City/Grantee. Changes to key Personnel assigned or their general responsibilities under this project are subject to notification and approval from the City/Grantee.

The Sub-recipient hereby agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including Subpart K of these regulations). The Sub-recipient also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this agreement.

The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an “independent contractor” with respect to services to be performed under this Agreement. The City/Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker’s Compensation Insurance, as the Sub-recipient is an independent contractor. Sub-recipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

C. Hold Harmless

Sub-recipient further agrees to indemnify, defend and hold harmless the City/Grantee, its officers, agents and employees, from and against any and all claims, liabilities, costs, expenses, penalties or attorney fees, arising from such injuries to persons, or damages to property, or based upon or arising out of the performance or non-performance of this Agreement by Sub recipient, or out of any violation of Sub recipient of any local, state, or federal statute, ordinance, rule or regulation.

D. Worker’s Compensation

The Sub recipient shall provide Workers’ Compensation Insurance coverage in the amount required by law, for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Sub recipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City/Grantee. The Sub recipient shall comply with the bonding and insurance requirements of 2 CFR 200, as now in effect and as may be amended from time to time.

F. City/Grantee Recognition

The Sub recipient shall ensure recognition of the role of the City/Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The City/Grantee or Sub recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City/Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City/Grantee or Sub recipient from its obligations under this Agreement.

The City/Grantee may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City/Grantee and Sub recipient.

SECTION IV.

LIABILITY

Sub recipient agrees to assume the risk of all personal injuries, including death resulting therefrom, to persons, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in connection with or arising out of the performance or non-performance of this Agreement by Sub recipient, or by the conditions created thereby.

SECTION V.

SUSPENSION OR TERMINATION FOR CAUSE

In accordance with 2 CFR 200, as now in effect and as may be amended from time to time, the City/Grantee may suspend or terminate this Agreement if the Sub recipient materially fails to comply with any terms of this Agreement, which include but are not limited to, the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Sub recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement;
4. Submission by the Sub recipient to the City/Grantee reports that are incorrect or incomplete in any material respect; or
5. Financial instability of the Sub recipient organization that will affect the abilities of the organization to carry out or complete the stated activities and scope of work.

In the event of agency financial instability, a default or violation of the terms of this Agreement by the Sub recipient, or failure to use the grant for only those purposes set forth, the City/Grantee may take the following actions:

A. Suspension for Cause

After notice to the Sub recipient, the City/Grantee may suspend the Agreement and withhold any further payment or prohibit the Sub recipient from incurring additional obligations of grant funds, pending corrective action by the Sub recipient or a decision to terminate.

B. Termination for Cause

This Agreement may be terminated, in accordance with 2 CFR 200, as now in effect and as may be amended from time to time, if the Sub recipient materially fails to comply with any term of the Agreement or applicable federal regulations. The City/Grantee may terminate the Agreement upon ten (10) days written notice, together with documentation of the reasons therefore, and after an opportunity for a hearing is afforded. The determination of the City/Grantee as to the cause of termination and the appropriateness therefore shall be final and binding upon both City/Grantee and Sub recipient. In the event projects are delayed, the Sub recipient shall notify the City/Grantee in writing, informing the City/Grantee of the issues surrounding the delay of the project. In cases where the project is not moving forward, the City/Grantee shall notify the Sub recipient of termination of the funding. In the event of termination, all finished or unfinished documents, data, studies and reports prepared by the Sub recipient under this Agreement shall, at the option of the City/Grantee, become its property and the Sub recipient shall be entitled to receive just and equitable compensation for satisfactory work completed on such materials for which compensation has not previously been paid.

SECTION VI.

TERMINATION FOR CONVENIENCE

This Agreement may be terminated for convenience in accordance with 2 CFR 200, as now in effect and as may be amended from time to time, by either the City/Grantee or the Sub recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City/Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City/Grantee may terminate the award in its entirety.

SECTION VII.

TERMINATION OF CITY/GRANTEE'S OBLIGATIONS

The City/Grantee's obligations under this Agreement will terminate in the event of

suspension or non-receipt of Community Development Block Grant funds by the City/Grantee.

SECTION VIII.

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

Records of the Sub recipient and reimbursable expenses pertaining to the Scope of Services and records of accounts between the City/Grantee and the Sub recipient shall be kept on a generally recognized accounting basis.

1. Accounting Standards

The Sub recipient agrees to comply with 2 CFR 200, as now in effect and as may be amended from time to time, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub recipient shall administer its program in conformance with 2 CFR 200, as now in effect and as may be amended from time to time. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation & Record Keeping

1. Records to be maintained

The Sub recipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

- a) Record(s) providing a full description of each activity undertaken;
- b) Record(s) demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Record(s) required to determine the eligibility of activities;
- d) Record(s) required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Record(s) documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR Part 570.502 and 2 CFR 200, as now in effect and as may be amended from time to time;
- g) Other records as necessary to document compliance with Subpart K of 24 CFR 570; and
- h) Real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet

eligibility criteria and shall conform to the “changes in use” restrictions specified in 24 CFR 570.505, as applicable.

2. Retention

The Sub recipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years. The retention period begins on the date of submission of the City/Grantee’s Consolidated Annual Performance and Evaluation Report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment.

Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five year period, whichever occurs later.

3. Client Data-if applicable

The Sub recipient shall maintain client data demonstrating client eligibility for services provided. Such information shall be made available to City/Grantee monitors or their designees for review upon request. Such data shall include, but not be limited to:

- a) Client name;
- b) Client address;
- c) Members age or other basis for determining eligibility;
- d) Description of services provided;
- e) Dates services provided;
- f) Beneficiary information (ethnicity, income, sex, female head of household, elderly, disabled, etc.); and
- g) Residence Addresses.

Such information shall be made available to City/Grantee monitors or their designees for review upon request.

4. Disclosure

The Sub recipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City/Grantee’s or Sub recipients responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub recipient's obligation to the City/Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City/Grantee), and determining the custodianship of records.

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub recipient has control over CDBG funds, including program income. All financial records pertaining to this Agreement upon completion shall remain the property of the City/Grantee.

C. Reporting and Payment Procedures

1. Program Income

The Sub recipient shall immediately report to the City/Grantee all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. Program income generally means gross income received by the Sub recipient, directly generated from the use of CDBG funds, with some exceptions which are detailed in 24 C.F.R. §570.500. Program income includes, but is not limited to:

- a) Payments of principal and interest on loans made using CDBG funds;
- b) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
- c) Proceeds from the disposition of equipment purchased with CDBG funds;
- d) Interest earned on program income pending its disposition; and
- e) Interest earned on CDBG funds held in a revolving loan fund's cash balance interest bearing account.

The use of program income by the Sub recipient must be approved by the City/Grantee prior to such use and must comply with the requirements set forth at 24 CFR 570.504. The Sub recipient may retain and use program income funds only for the activity (ies) approved under this Agreement. Program income funds should be held in a non-interest bearing account. If program income funds are held in an interest bearing account, any interest earned on the program income funds must be returned to the City/Grantee on a monthly basis. Receipt and expenditures of program income funds shall be reported, in writing, at the time of receipt and expenditure, along with supporting documentation. Program income must be expended prior to drawing any remaining grant funds.

In the event the Sub recipient desires to use the program income for some other activity, it must request and receive permission from the City/Grantee before undertaking such a use. The City/Grantee will determine whether the proposed use meets the eligibility criteria of the regulations established by the CDBG funds, and notify the Sub recipient of either approval or disapproval. At

conclusion of the Agreement period, or in the case of disapproval, all program income will be returned to the City/Grantee.

2. Payment Procedures

Draw-downs for the payment of eligible expenses and general administration items shall be made against the line item budgets specified in the Scope of Service, and in accordance with performance. Payments shall be made upon presentation of invoices that Sub recipient certifies are true and correct copies of payments due on behalf of the Sub recipient for an activity covered by this Agreement and made in accordance and compliance with the Scope of Service. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash requirements. Payments will be adjusted by the City/Grantee in accordance with advance fund and program income balances available in the Sub recipient account. In addition, the City/Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the City/Grantee on behalf of the Sub recipient. Payment may be suspended by the City/Grantee in the event of nonperformance by the Sub recipient. Payments may be contingent upon certification of the Sub recipients financial management system in accordance with the standards specified in 2 CFR 200, as now in effect and as may be amended from time to time.

D. Procurement

1. Compliance

The Sub recipient shall comply with current City/Grantee policies concerning the purchase of equipment and shall maintain inventory records of all nonexpendable property as defined by such policies as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc.) shall revert to the City/Grantee upon termination of this Agreement.

a. OMB Standards

The Sub recipient shall procure all materials, property, or services and then shall subsequently follow all Property Standards as set out in and in accordance with the requirements of 2 CFR 200, as now in effect and as may be amended from time to time, including but not limited to the requirements covering utilization and disposal of property.

b. Travel expenses

Travel and related expenses for travel outside the city limits of the City of Grand Island Nebraska shall not be paid with funds provided under this Agreement without prior written approval from the City/Grantee.

E. Use & Reversion of Assets

Sub recipient hereby agrees to use all personal assets and all real property, acquired or improved, in whole or in part, with Community Development Block Grant funds, as set forth in the Scope of Service. In the event Sub recipient ceases to use a personal asset or real property acquired or improved with Community Development Block Grant funds, in accordance with the Scope of Service, the use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200, as now in effect and as may be amended from time to time, and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub recipient shall transfer to the City/Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Sub recipients control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of Fifteen Thousand dollars (\$15,000) shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until thirty (30) years after expiration of this Agreement. Real property acquired or improved, in whole or in part, with funds under this Agreement between Seven Thousand and One Dollars (\$7,001) and Fifteen Thousand dollars (\$15,000) shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until ten (10) years after expiration of this Agreement.

3. Sub recipient hereby agrees to use all personal assets and all real property, acquired or improved, in whole or in part, with Community Development Block Grant funds, as set forth in the Scope of Service. In the event Sub recipient ceases to use a personal asset or real property acquired, or improved, with Community Development Block Grant funds, in accordance with the Scope of Service, the Sub recipient shall return the personal asset or real property to the City/Grantee, or pay to the City/Grantee, a sum equal to its fair market value, less any portion of the value attributable to expenditures of non-Community Development Block Grant funds for the acquisition of, or improvement to, the asset or property. The Sub recipient shall transfer to the City/Grantee any Community Development Block Grant funds on hand at the time of expiration of this Agreement and any accounts receivable of Community Development Block Grant funds.

Sub recipient also hereby agrees to enter into an Indenture of Restrictive Covenants Agreement ("Indenture") with the City/Grantee of City of Grand Island/Grantee at the time of real property purchase. In this Indenture, Sub recipient agrees to represent, warrant and covenant throughout the term of the Indenture that the land and/or facility purchased with CDBG funds will be used in accordance with Section 42 of the United States Code. Further, Sub recipient agrees that the use of such property may not change from that for which the acquisition was made unless the Owner provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and

either (1) the new use of such property qualifies as meeting one of the national objectives in Volume 24 of the Code of Federal Regulations, Section 570.208 (24 CFR, § 570.208), or (2) if the Owner determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under 24 CFR, Section 570.208, it may retain or dispose of the property for the changed use if the Sub recipients CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.

a) The Indenture of Restrictive Covenants shall terminate in the year designated in the Restrictive Covenant according to the terms stated in paragraph E above, based on the dollar amount of the funds granted, after the first day of the Compliance Period (such period being herein referred to as the "Compliance Period" or the "Extended Use Period"):

b) Notwithstanding paragraph "a" above, the Compliance period for any building that is part of the Project shall terminate on the date the Project is acquired by foreclosure or transferred by a deed or other instrument in lieu of foreclosure unless the Secretary of the Treasury determines that such acquisition is part of an arrangement with Sub recipient a purpose of which is to terminate such Compliance Period.

4. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub recipient for activities under this Agreement shall be:

- a. Transferred to the City/Grantee for the CDBG program, or
- b. Retained after compensating the City/Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

SECTION IX.

RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Sub recipient agrees to comply with:

- A. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b);
- B. The requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under (42 USC 5304(d)); and

C. The requirements in 24 CFR 570.606(d) governing optional relocation policies. [The City/Grantee may preempt the optional policies.] The Sub recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable City/Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

SECTION X.

ASSURANCES

The Sub recipient hereby agrees to use Community Development Block Grant funds for the purposes authorized by the City/Grantee. The Sub recipient further hereby agrees to comply with the assurances, attached hereto and incorporated herein which are required by the U.S. Department of Housing & Urban Development for all Community Development Block Grant projects. These include Federal Labor Standards requirements.

SECTION XI.

PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Sub recipient hereby agrees to comply with all applicable state, local and civil rights laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

2. Nondiscrimination

The Sub recipient hereby agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in (42 USC 5309 (a)) are still applicable. Sub-recipients shall comply with state and local civil rights laws proscribing housing discrimination based on sexual orientation or gender identity.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and 24 CFR 570.601 and 570.602. In regard to the sale, lease or other transfer of land acquired, cleared or improved with

assistance provided under this Agreement, the Sub recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City/Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Sub recipient agrees to comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted program. The City/Grantee shall provide the Sub recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Equal Opportunity

1. Approved Plan

The Sub recipient hereby agrees that it shall be committed to carry out pursuant to the City/Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The City/Grantee shall provide Affirmative Action guidelines to the Sub recipient to assist in the formulation of such program. The Sub recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women-and Minority-Owners Businesses (W/MBE)

The Sub recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms, "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51%) percent owned and controlled by minority group members or women. The Sub recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub recipient shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City/Grantee, HUD or its

agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub recipient, state that it is an Equal Opportunity or Affirmative Action employer.

5. Subcontract Provisions

The Sub recipient will include the provisions of paragraphs, XI. A., Civil Rights, and XI. B., Affirmative Action in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Sub recipient hereby agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act and Related Acts as amended (40 USC 3141 et seq.), the provisions of Contract Work Hours and Safety Standards Act (40 USC 3701 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Sub recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City/Grantee for review upon request. The Sub recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the City/Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29CFR Parts 1,3,5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub recipient of its obligation, if any, to require payment of the higher wage. The Sub recipient shall

cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended (12 USC 1701u), and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the City/Grantee, the Sub recipient and any of the Sub recipient's sub recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. The Sub recipient certifies and hereby agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement: "The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Sub recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low-and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low-and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low income residents within the service area or the neighborhood in which the project is located and to low-and very low-income participants in other HUD programs. The Sub

recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Subcontracts

The Sub recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

This Agreement shall not be assigned or transferred by the Sub recipient without the prior written consent of the City/Grantee; provided however, that claims for money due or to become due to the Sub recipient from the City/Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be promptly furnished in writing to the City/Grantee.

2. Subcontracts

a. Approvals

The Sub recipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the prior written consent of the City/Grantee prior to the execution of the agreement.

b. Monitoring

The Sub recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Sub recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Sub recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to

the City/Grantee along with documentation concerning the selection process.

3. Hatch Act

The Sub recipient hereby agrees that no funds provided, nor personnel employed under this Agreement, shall in any way or to any extent engage in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub recipient hereby agrees to abide by the provisions of 2 CFR 200, as now in effect and as may be amended from time to time and 24 CFR 570.611, which include (but are not limited to) the following:

a. The Sub recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds;

b. No employee, officer or agent of the Sub recipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved;

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes but is not limited to any person who is an employee, agent, consultant, officer, or elected or appointed official of the City/Grantee, the Sub recipient, or any designated public agency; and

d. The Sub recipient covenants that neither it nor any member of its Board of Directors, officers, or employees presently have any interest in any project to be financed under the Scope of Service, and shall not acquire any interest therein which would conflict with the performance of the Scope of Service required under this Agreement or applicable statute, rule or regulation. Such a conflict would arise when: the employee, officer or agent; any member of their immediate family; their partner; or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm/household selected for award. The Sub recipient's officers, employees or agents will neither solicit nor accept

gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements during office tenure or for one year after the closeout of the grant. This stipulation must be included in all other contracts and subcontracts to this grant.

5. Lobbying

The Sub recipient certifies, to the best of its knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Sub recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Sub recipient shall require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and co-operative agreements) and that all Sub recipients shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or City/Grantee reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Sub recipient hereby agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION XII.

ENVIRONMENTAL CONDITIONS

A. Air and Water

The Sub recipient hereby agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, *et seq.*;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 308, and all regulations and guidelines issued thereunder; and
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub recipient shall assure that the activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35.100 *et seq.* Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Sub recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

SECTION XII.

SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION XIV.

SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION XV.

WAIVER

The City/Grantee's failure to act with respect to a breach by the Sub recipient shall not result in a waiver of its right to act with respect to subsequent or similar breaches. The failure of the City/Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION XVI.

ENTIRE AGREEMENT

The provisions set forth in Sections I-XVI, and all attachments of this Agreement constitute, the entire agreement between the parties hereto and no statement, promise, conditions, understanding, inducement or representation, oral or written, express or implied, which is not contained herein shall not be binding or valid.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the most recent signatory.

Grantee: City of Grand Island, Nebraska

Date _____ By _____
Roger G. Steele,
Mayor, City of Grand Island

Attest:

CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Stacy R. Nonhof, Assistant City Attorney

Sub-Recipient: Young Men’s Christian Association of Grand Island

Date _____ By _____
Cara Lemburg, Executive Director

Date _____ By _____
Board President

RESOLUTION 2021-233

WHEREAS, the City of Grand Island, Nebraska was awarded a \$427,392 as part of the United States Department of Housing and Urban Development's Community Development Block Grant (CDBG) Program; and

WHEREAS, City Council approved the 2020-2021 Annual Action Plan which identified The YMCA as an approved program to utilize CDBG Funds; and

WHEREAS, the City must enter into a Sub-Recipient Agreement with each organization identified in the 2020-2021 Annual Action Plan; and

WHEREAS, the YMCA was awarded \$33,000 to repair and/or replace areas of the organizations parking lot and adjoining sidewalk, in the Slum and Blight area #1 of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that The City of Grand Island, Nebraska is hereby authorized to enter into a Sub-Recipient Agreement with the YMCA and the Mayor is hereby authorized and directed to execute such contracts.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 14, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 13, 2021	☐ City Attorney



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item H-1

Consideration of Approving Request from Central District Health Department for a Conditional Use Permit to allow for a Temporary Building located at 1137 South Locust Street

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item I-1

#2021-234 - Consideration of Approving Economic Development Incentive Agreement with Hornady Manufacturing Company

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Administrator

Meeting: September 14, 2021

Subject: Approving Economic Development Incentive Agreement with Hornady Manufacturing Company

Presenter(s): Jerry Janulewicz, City Administrator

Background

At the November 6, 2012 General Election, the voters of the City of Grand Island approved LB840 funding to enable the City to extend economic development incentives through the Grand Island Area Economic Development Corporation (GIAEDC). The Economic Development Corporation has received an application from Hornady Manufacturing Company located at 3625 Old Potash Highway for job creation, job training, and infrastructure. On August 24, 2021, the Executive Board of the GIEDC approved submission of the attached Economic Development Agreement to the Citizens Advisory Review Committee (CARC) for consideration and recommendation. The CARC met on September 2, 2021 and approved the request and Agreement for recommendation to the City Council for final action and approval.

Discussion

Hornady Manufacturing Company has submitted the required LB-840 application (see attached) for a forgivable loan in the amount of \$425,000.00. Proposed is the creation of 51 full-time equivalent (FTE) employees with an average hourly wage of \$19.33. Requested is \$425,000.00 for job creation, job training, and infrastructure to be paid over three years.

Hornady Manufacturing Company currently has 897 full-time equivalent employees and is expanding its operations in Grand Island. The company derives its principal source of income from the sale of services in interstate commerce and is a qualifying business under the City's Economic Development Program.

Alternatives

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

1. Move to approve the Economic Development Agreement with Hornady Manufacturing Company.
2. Do not approve the Economic Development Agreement with Hornady Manufacturing Company.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council consider the resolution authorizing the City to enter into the Economic Development Agreement with Hornady Manufacturing Company.

Sample Motion

Move to approve the resolution authorizing the City to enter into the Economic Development Agreement with Hornady Manufacturing Company.

Date Application Submitted: August 2021



Grand Island Area Economic Development Corporation LB-840 Application

The Grand Island Area Economic Development Corporation's mission is to facilitate the creation of jobs and economic opportunities for the regional trade area.

Part I. GENERAL INFORMATION

APPLICANT IDENTIFICATION

Company Name: Hornady Manufacturing Company

Mailing Address: 3625 Old Potash Highway

City: Grand Island State: Nebraska Zip Code: 68803

Phone: 308-382-1390

Applicant Website: www.hornady.com

Business Classification (select all that apply):

New Business Expansion of Existing Business Spec Building Other
 Corporation Partnership Proprietor Other

Is this the business's first venture in Grand Island / Hall County? Yes No

Is this the business's first venture in Nebraska? Yes No

Does the business have a parent or subsidiaries? Yes No

If yes, Name of Parent or Subsidiary Company: Platte Valley Energetics

Mailing Address: 3625 Old Potash Highway

City: Grand Island State: Nebraska Zip Code: 68803

MAIN CONTACT INFORMATION

Name: Carla Nolan Connection to Business: Controller

Mailing Address: 3625 Old Potash Highway

City: Grand Island State: Nebraska Zip Code: 68803

Email Address: crobertson@hornady.com Phone Number: 308-382-1390

Company Name: Hornady Manufacturing Co.

Projected Completion Date: 2024

Date Application Submitted: August 2021

Part II. PROJECT INFORMATION

LOCATION

Address of proposed project: 3625 Old Potash Highway

The proposed project is located:

- Within Grand Island city limits
- Outside of city limits, but within a two (2) mile jurisdiction
- Outside the zoning jurisdiction of Grand Island

Do you currently own the land of proposed project: Yes No

Do you currently own the building of the proposed project: Yes No

JOB CREATION

Current number of full time employees at Grand Island location: 897

Number of new positions being created at Grand Island location: 51

On a separate document, identify the employment positions being added, number of employees per position and wage per position.

Supporting documentation submitted: Yes No

Describe any benefit packages available to new employees: See attached

PROJECT SUMMARY

On a separate document, provide a brief narrative describing the project for which LB-840 funds are being requested.

Narrative provided: Yes No

Have you applied or intend to apply for Nebraska tax incentive programs; such as Nebraska Advantage Act or Imagine Nebraska Act? Yes No

If yes, has your application been approved? Yes No

Company Name: Hornady Manufacturing Co.

Projected Completion Date: 2024

Date Application Submitted: August 2021

PROJECT INVESTMENT

Land purchase price:	\$
New facility construction expense:	\$6,000,000
Building purchase / renovation expense:	\$
Other infrastructure improvements: (parking lot, curb & gutter, landscaping, etc.)	\$
New machinery / equipment expense:	\$6,000,000
Other:	\$

TOTAL INVESTMENT: \$12,000,000

SUPPORTING DOCUMENTATION

Please include the following documents as attachments to the LB-840 application. The documents below must be submitted with your application to be considered complete. These documents will only be viewed by the GIAEDC President, Executive Board, Citizen's Review Committee Chairperson, city Finance Director, and the City Administrator.

- Business plan
- Articles/certificate of formation/incorporation
- Bylaws/operating agreement/partnership agreement
- 3 year pro forma
- Profit/ loss summary
- Balance sheet
- Cash flow statement
- Brief resume of management team to be placed in Grand Island
- Other impacts on the area's economy
- Grand Island Area Economic Development membership application

Company Name: Hornady Manufacturing Co.

Projected Completion Date: 2024

Date Application Submitted: August 2021

PART III. SIGNATURES

I hereby represent, this application and supporting information is accurate, and may be relied upon by representatives of the Grand Island Area Economic Development Corporations and the City of Grand Island.

I further represent that there is no legal action underway or being contemplated that would impact the capacity of this company to effectively proceed with this project.

Dated this 5th day of August, 2021.

By: 

Its: President

As the President of the Grand Island Area Economic Development Corporation, I hereby represent that I have received and reviewed this application and its supporting information requesting the City of Grand Island's LB-840 funds.

Dated this 11 day of August, 2021.

By: 

Its: President

Company Name: Hornady Manufacturing Co.

Projected Completion Date: 2024

Date Application Submitted: August 2021

PART IV. APPROVAL OF AREA AGENCIES

Reviewed by the Grand Island Area Economic Development Elected Trustees

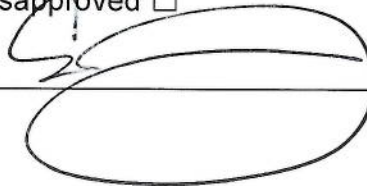
Date of review: 8.24.2021

Comments:

Approved

Disapproved

Signature of Chairman: _____



Reviewed by the Citizen's Review Committee

Date of Review: September 2, 2021

Comments:

Approved

Disapproved

Signature of Chairman: _____

Vice-



Referred to the Grand Island City Council

Date of Review:

Comments:

Approved

Disapproved

Signature of Mayor: _____

Mayor Roger G. Steele

Company Name: Hornady Manufacturing Co.

Projected Completion Date: 2024

Hornady Manufacturing

Loan Disbursements: **Training** in the amount of \$80,000
 (\$26,666 disbursed within 60 days of effective date)
 (\$26,666 disbursed within 30 days of 1st anniversary)
 (\$26,668 disbursed within 30 days of 2nd anniversary)

Job Creation in the amount of \$306,000 for 51 FTE's (\$6,000 per AFTE)
 (\$120,000 disbursed within 30 days of 1st anniversary)
 (\$120,000 disbursed within 30 days of 2nd anniversary)
 (\$66,000 disbursed within 30 days of 3rd anniversary)

Infrastructure in the amount of \$39,000
 (\$39,000 disbursed within 60 days of proof of occupancy permit)

Terms: Minimum hourly rate is \$19.33

 Must have a minimum of 897 FTE's as of the Effective Date (2021)

 Must have a minimum of 917 FTE's as of 1st anniversary (2022)

 Must have a minimum of 937 FTE's as of 2nd anniversary (2023)

 Must have a minimum of 948 FTE's at the 3rd anniversary (2024)

Effective Date: August 5, 2021

Schedule:

Date	Audit Date	Payment Amt	Amt Forgiven	Balance
2021	X	\$26,666	X	\$398,334
2022		\$185,666	\$26,666	\$212,668
2023		\$146,668	\$185,666	\$66,000
2024		\$66,000	\$212,668	\$0

Interest: 8% per annum on all monies disbursed until repaid in full if agreement breached.



Hornady Manufacturing
LB840 Application



Steve Hornady, President

Jason Hornady, Vice President

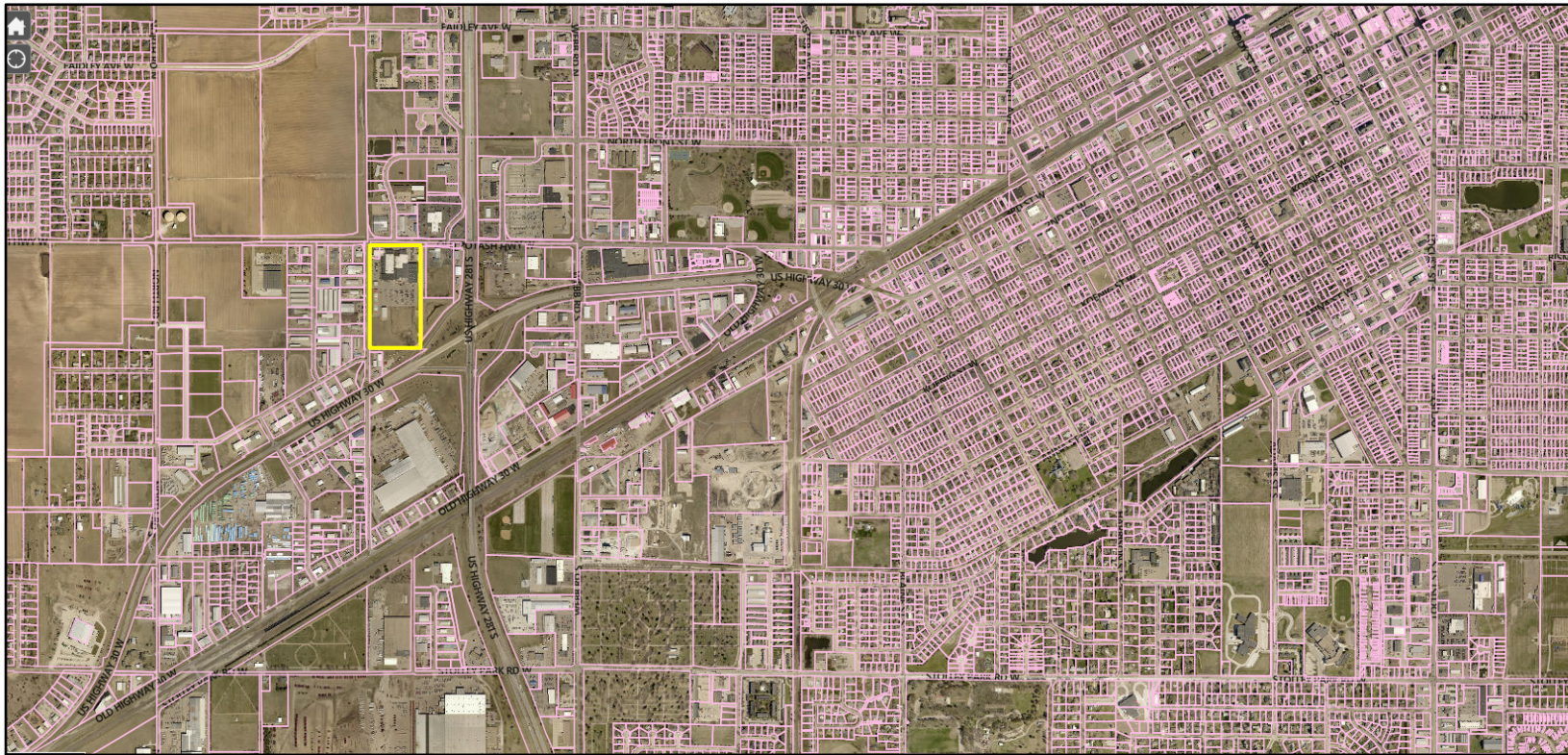








Hornady Manufacturing Main facility, located at 3625 Old Potash HWY

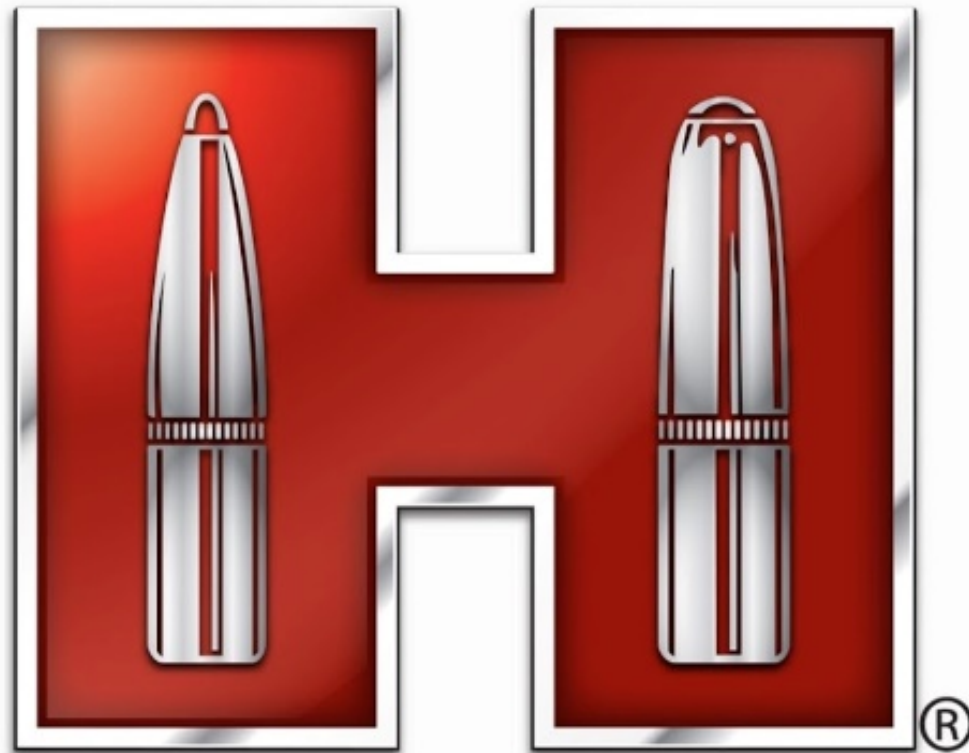




Hornady Manufacturing

- ▮ Adding 51 new FTEs to main location
 - ▮ 2021: Add 20 new jobs
 - ▮ 2022: Add 20 new jobs
 - ▮ 2023: Add 11 new jobs
- ▮ Increase employee count to 900+ in Grand Island

- ▮ Average of \$19.33 / hour





Hornady Manufacturing

- ▮ Proposed LB840 Incentive
 - ▮ Job Creation:



Proposed LB840 Distribution Schedule

Year	LB840 Category	LB840 Funds Distributed
2021	Job Training	\$26,666
2022	Job Training Job Creation Infrastructure	\$185,666
2023	Job Training Job Creation	\$146,668
2024	Job Creation	\$66,000
TOTAL		\$425,000



Eligible Business Activities:

1. The manufacturer of articles of commerce
2. The conduct of research and development
3. The processing, storage, transport, or sale of goods or commodities which are sold or traded in interstate commerce
4. The sale of services in interstate commerce
5. Headquarter facilities relating to eligible activities as listed in this section
6. Telecommunication activities
7. End destination tourism-related activities



- Request to approve Hornady Manufacturing's LB840 application for \$425,000 over a four-year contract period.

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into effective as of the 5th day of August, 2021 (the "Effective Date"), by and among the City of Grand Island, Nebraska ("City"), the Grand Island Economic Development Corporation ("GIAEDC") and Hornady Manufacturing Company ("Company"), a Nebraska corporation.

WITNESSETH:

WHEREAS, on August 5, 2021, Company filed an Application for Economic Development Incentives (the "Application") with City and GIAEDC;

WHEREAS, Company is expanding its operations in Grand Island;

WHEREAS, in connection with the Grand Island expansion, Company agrees to continue to employ its current eight hundred ninety-seven (897) full-time equivalent employees in Grand Island for at least three years after the Effective Date and to add an additional fifty-one (51) full-time equivalent employees in Grand Island;

WHEREAS, City and GIAEDC find Company derives its principal source of income from the manufacturer of articles of commerce and is a qualifying business under City's Economic Development Program, that Company's project qualifies for economic development incentives under the Program, that Company's project will be of substantial economic benefit to the people of Grand Island and the surrounding area, and the economic development incentive plan set forth in this Agreement contributes to the fulfillment of the major objectives of City's Economic Development Plan;

WHEREAS, City and GIAEDC are willing to provide Company with up to \$80,000 in job training assistance, up to \$306,000 in job creation incentives, and up to \$39,000 in infrastructure funds at the times and upon the fulfillment of the conditions set forth in this Agreement provided that Company complies with the terms of this Agreement; and

WHEREAS, in furtherance of the foregoing recitals, the Parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the respective meanings ascribed to them in this Section 1:

(a) "Employment Certificate" shall mean a certificate for the defined period containing the sworn statement of a duly authorized representative of Company specifically setting forth compliance with the terms of this Agreement. The Employment Certificate shall contain the following information and adhere to the following terms: (i) the total number of hours which FTE's worked and total gross compensation received by FTE's for hours worked at Company's facilities in Grand Island during the twelve (12) successive calendar months immediately preceding the date of the Employment Certificate; and (ii) the hourly rate for all FTE's which shall meet or exceed the Minimum Hourly Rate. Company agrees that upon receipt of written notice pursuant to the terms of this Agreement, Company shall allow the City Administrator or his designee to

personally inspect Company's employment records as confirmation of the statements contained in the Employment Certificate.

(b) "Full-Time Equivalents" or "FTE's" shall mean persons currently employed by Company and persons hired by Company as part of the expansion of its operations to Grand Island as detailed in the recitals to this Agreement. The total number of FTE's shall be determined by dividing the total number of hours Company employees worked at its facilities located in Grand Island by two thousand eighty (2,080).

(c) "Minimum Hourly Rate" shall mean a minimum hourly rate of \$19.33 per hour for each FTE employed as part of Company's expansion of its operations in Grand Island. The hourly rate shall be determined by dividing the total wages and salaries paid to FTE's by two thousand eighty (2,080).

2. Employment Requirements. Company shall meet each of the following employment requirements:

(a) Company shall have a minimum of eight hundred ninety-seven (897) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate as of the Effective Date;

(b) Company shall have a minimum of nine hundred seventeen (917) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate as of the first (1st) anniversary of the Effective Date;

(c) Company shall have a minimum of nine hundred thirty-seven (937) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate as of the second (2nd) anniversary of the Effective Date; and

(d) Company shall have a minimum of nine hundred forty-eight (948) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate as of the third (3rd) anniversary of the Effective Date.

3. Disbursement of LB 840 Funds for Job Training. Disbursement of the economic incentive funds for job training shall be paid to Company by City in accordance with the following schedule:

(a) A disbursement for training FTE's in the amount of Twenty-Six Thousand Six Hundred Sixty-Six and no/100 Dollars (\$26,666) shall be paid by City to Company within sixty (60) days of the approval this Agreement by the City Council.

(b) A disbursement for training FTE's in the amount of Twenty-Six Thousand Six Hundred Sixty-Six and no/100 Dollars (\$26,666) shall be paid by City to Company within thirty (30) days of the first (1st) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that Company has at least nine hundred seventeen (917) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(c) A disbursement for training FTE's in the amount of Twenty-Six Thousand Six Hundred Sixty-Eight and no/100 Dollars (\$26,668) shall be paid by City to Company within thirty (30) days of the second (2nd) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that

Company has at least nine hundred thirty-seven (937) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(d) The maximum amount City shall disburse to Company for job training shall be Forty Thousand and No/100 Dollars (\$80,000.00).

4. Disbursement of LB 840 Funds for Job Creation. Company shall be eligible for disbursements of up to Six Thousand and 00/100 Dollars (\$6,000) per FTE for fifty-one (51) FTE's for a total disbursement of Three Hundred Six Thousand and No/100 Dollars (\$306,000.00). Disbursement of the economic incentive funds for job creation shall be paid to Company by City in accordance with the following schedule:

(a) A disbursement of One Hundred Twenty Thousand and No/100 Dollars (\$120,000) shall be paid by City to Company within thirty (30) days of the first (1st) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that Company has at least nine hundred seventeen (917) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(b) A disbursement of One Hundred Twenty Thousand and No/100 Dollars (\$120,000) shall be paid by City to Company within thirty (30) days of the second (2nd) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that Company has at least nine hundred thirty-seven (937) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(c) A disbursement of Sixty-Six Thousand and No/100 Dollars (\$66,000) incentives shall be paid by City to Company within thirty (30) days of the Third (3rd) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that Company has at least nine hundred forty-eight (948) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(d) The maximum amount City shall disburse to Company for job creation shall be Three Hundred Six Thousand and No/100 Dollars (\$306,000).

5. Disbursement of LB 840 Funds for Infrastructure. Company shall be eligible for disbursements of up to Thirty-Nine Thousand and 00/100 Dollars (\$39,000) for a total disbursement of infrastructure funds. Disbursement of the economic incentive funds for infrastructure shall be paid to Company by City in accordance with the following schedule:

(a) A disbursement for infrastructure in the amount of Thirty- Nine Thousand and No/100 Dollars (\$39,000.00) shall be paid by City to Company within sixty (60) days of the issuance of a certificate of occupancy for the expansion to Hornady Manufacturing being constructed for operations in Grand Island;

(b) The maximum amount the City shall disburse to Company for infrastructure shall be Thirty-Nine Thousand and No/100 Dollars (\$39,000.00); and

(c) Company agrees to allow City and GIAEDC to inspect the expansion prior to the payments required by this Section 5.

6. Company's Representations and Warranties. Company represents and warrants to City and GIAEDC as follows:

(a) Organization, Standing and Power. Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Nebraska and has the legal power to carry on its business as it is now being conducted.

(b) Authority. The execution, delivery and performance of this Agreement by Company has been duly and validly authorized and approved by all necessary legal action on the part of Company.

(c) Binding Agreement. This Agreement, when executed and delivered, will constitute the legal, valid and legally binding agreement of Company, enforceable against Company in accordance with its terms.

(d) No Conflict with Other Instruments or Agreements. The execution, delivery and performance of this Agreement by Company will not result in a breach or violation of, or constitute a default under any agreement to which Company is bound, and will not be in violation of any statute, judgment, order, rule or regulation of any court, or any federal, state or other regulatory authority or governmental body having jurisdiction over Company in effect as of the Effective Date.

(e) No Brokers. Company has not retained or agreed to compensate any broker or finder in connection with the transactions contemplated by this Agreement.

(f) Operations. During the term of this Agreement, Company shall maintain operations in Grand Island, Nebraska.

In the event that Company breaches any of the foregoing representations and warranties, all amounts distributed by City to Company pursuant to this Agreement shall immediately become due and owing by Company to City and if unpaid shall accrue interest at the rate of eight percent (8%) per annum until such amounts are repaid in full.

7. Company's Obligation to Repay Funds. The Parties acknowledge and agree that the funds to be provided by City to Company pursuant to this Agreement are being provided in the form of an economic development loan and are subject to repayment in accordance with the terms and conditions of this Agreement if Company fails to perform its obligations under this Agreement. The Parties further acknowledge and agree that City shall forgive the entire economic development loan disbursed to Company representing a total of Four Hundred Twenty-Five Thousand and No/100 Dollars (\$425,000.00) upon Company meeting the following conditions:

(a) Company shall have complied with the terms and provisions of Sections 2 through 7 of this Agreement in all respects; and

(b) If Company remains in compliance with the terms and provisions of Sections 2 through 7 of this Agreement in all respects, the economic development loan will be forgiven pursuant to the following schedule:

(i) On the first anniversary of the Effective Date, Twenty-Six Thousand Six Hundred Sixty-Six and no/100 Dollars (\$26,666.00) of the economic development loan shall be forgiven;

(ii) On the second anniversary of the Effective Date, One Hundred Eighty-Five Thousand Six Hundred Sixty-Six and No/100 Dollars (\$185,666) of the economic development loan shall be forgiven; and

(iii) On the third anniversary of the Effective Date, Two Hundred Twelve Thousand Six Hundred Sixty-Six and No/100 Dollars (\$212,668.00) of the economic development loan shall be forgiven.

8. Default. In the event that Company fails to comply with any of the terms of this Agreement, City may declare Company to be in breach. Any such declaration shall be in writing and sent by US Mail or courier to Company at its last known address. In the event that City declares Company to be in breach, City may immediately terminate this Agreement by providing written notice of termination sent by US Mail or courier to Company at its last known address whereupon all amounts distributed by City to Company pursuant to this Agreement shall immediately become due and owing by Company to City and if unpaid shall accrue interest at the rate of eight percent (8%) per annum until such amounts are repaid in full.

9. Actions after Effective Date. From time to time after the Effective Date, without further consideration, each of the Parties will execute and deliver such documents and instruments as any other Party shall reasonably request to give full effect to the transactions contemplated by this Agreement.

10. Term. This Agreement (and all representations, covenants, agreements, obligations and warranties of Company, City and GIAEDC contained in this Agreement), shall remain in full force and effect until the earlier of the date that (a) the entire economic development loan has been forgiven pursuant to Section 7, or (b) Company has repaid all amounts provided to Company pursuant to this Agreement (in the event Company breaches its obligations under this Agreement) (such date, the "Termination Date"). From and after the Termination Date, this Agreement shall be of no further force or effect and no Party shall have any further obligations pursuant to this Agreement.

11. Amendment. No amendment or modification of this Agreement shall be binding on any Party unless the same shall be in writing and signed by all Parties.

12. Communication. Company agrees to inform City and GIAEDC of any changes in Company's address, telephone number, email address or leadership within three (3) business days of such changes. Company also agrees to fully respond within fifteen (15) calendar days to any request for information from City and/or GIAEDC related to Company's compliance with the terms of this Agreement. All responses to inquiries shall be in writing and provided to City and GIAEDC at the following addresses:

Grand Island City Administrator
100 East First Street
P.O. Box 1968
Grand Island, NE 68802-1968
Cityadministrator@grand-island.com

Grand Island Area Economic Development Corporation

123 North Locust Street, Suite 201B
P.O. Box 1151
Grand Island, NE 68802
mberlie@grandisland.org

13. Indemnification. Company agrees to indemnify, defend and hold City, GIADEC and their employees, officers, directors, agents, attorneys, affiliates and their respective successors and assigns (collectively, the "Indemnified Parties") harmless from and against any and all loss, liability, obligation, damage, penalty, judgment, claim, deficiency and expense (including interest, penalties, attorneys' fees and amounts paid in settlement) to which the Indemnified Parties may become subject arising out of or based upon a breach or default by Company of this Agreement.

14. Expenses. The Parties shall all pay their respective expenses incident to the preparation, execution and consummation of this Agreement.

15. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and assigns (including, without limitation, any purchaser of, or successor to, Company whether by purchase, merger, consolidation, reorganization, liquidation or any other type of transaction).

16. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

17. Non-Waiver. Waiver of or acquiescence by City and/or GIAEDC in any default by Company, or any failure of City and/or GIAEDC to insist upon strict performance by Company of any warranties, agreements or other obligations contained in this Agreement shall not constitute a waiver of any subsequent or other default, failure or waiver of strict performance, whether similar or dissimilar.

18. Relationship of Parties. The Parties have entered into this Agreement solely for the purposes set forth in this Agreement. Nothing contained in this Agreement shall be construed to create or imply any (a) partnership or joint venture by or among of the Parties, or (b) any principal and agency relationship by or among the Parties.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Nebraska, without giving effect to its conflict of laws principles.

20. Entire Agreement. This Agreement and the documents referred to in this Agreement constitute the entire agreement of the Parties respecting the subject matter contained in this Agreement and supersede any prior offers, understandings, agreements or representations by and between the Parties, written or oral, which may have related to the subject matter of this Agreement in any way.

21. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first above written.

Hornady Manufacturing Company, a Nebraska corporation

By: _____
Its: _____

City of Grand Island, Nebraska

By: _____
Its: _____

Grand Island Area Economic Development Corporation

By: _____
Its: _____

RESOLUTION 2021-234

WHEREAS, on November 6, 2012, the City of Grand Island adopted an Economic Development Program and a Citizens Advisory Review Committee to oversee the process of approving applications for economic development incentives; and

WHEREAS, Hornady Manufacturing Company has applied for a forgivable loan for job creation, job training, and infrastructure in the amount of \$425,000.00 from the Grand Island Area Economic Development Corporation in accordance with the Economic Development Program; and

WHEREAS, such application has been approved by the executive committee of the Economic Development Corporation on August 24, 2021 and was approved on September 2, 2021 by the Citizens Advisory Review Committee; and

WHEREAS, Hornady Manufacturing Company will be required to meet or exceed employment numbers and employee salary levels as outlined in the Economic Development Agreement to retain all of the economic incentives granted under the agreement; and

WHEREAS, it is in the best interests of the City to provide economic development funding to Hornady Manufacturing Company as provided by the Grand Island Economic Development Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Economic Development Agreement by and between the City, the Grand Island Area Economic Development Corporation and Hornady Manufacturing Company, to provide \$425,000.00 in economic assistance to Hornady Manufacturing Company to be used for job creation, job training, and infrastructure in Grand Island, is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 14, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 13, 2021	☐ City Attorney



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item I-2

#2021-235 - Consideration of Approving Cable Television Franchise Agreement with ALLO Grand Island, LLC

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Administrator

Meeting: September 14, 2021

Subject: ALLO of Grand Island LLC Franchise Agreement

Presenter(s): Stacy Nonhof, Interim City Attorney

Background

ALLO Grand Island LLC is seeking to offer cable television, internet, and telephone services within the City of Grand Island via a fiber cable system located within the public rights-of-way and public utility easements. ALLO Grand Island LLC is a Nebraska limited liability company in good standing with the Nebraska Secretary of State. It is affiliated with a group of limited liability companies that currently offer services or have services planned for the following Nebraska locations: Ashland Lakes, Alliance, Bridgeport, Columbus, Fremont, Gering, Hastings, Imperial, Kearney, Lincoln, Norfolk, North Platte, Ogallala, Scottsbluff, Valentine, and Wayne. They also operate systems in Colorado. A franchise agreement with the City of Grand Island is required to permit ALLO to occupy the City's public rights-of-way and public utility easements.

Discussion

The proposed franchise agreement provides for a non-exclusive right to occupy public rights-of-ways and utility easements for the location of ALLO's facilities and to operate a cable television service within the City of Grand Island. The terms of the proposed agreement are similar to the terms of the current franchise agreement between the City and Charter Communications, as that agreement requires any additional franchise agreement must contain substantially similar terms and conditions which do not provide more favorable terms or conditions than those required of Charter Communications, and the material provisions of any such agreement must be competitively neutral and nondiscriminatory and reasonably comparable to those contained in the Charter Communications franchise agreement.

Like the Charter Communications agreement, the proposed ALLO agreement provides for a 5% franchise fee, the maximum allowed by law, and requires it to provide two government access channels for city programming. As with Charter Communications and other firms attaching to City's utility poles, ALLO will pay an annual utility pole attachment fee at the rate established by the City's fee schedule.

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 approval of the Franchise Agreement with ALLO Grand Island LLC.

Sample Motion

Move to approve the resolution.

CABLE TELEVISION FRANCHISE AGREEMENT

FOR THE

CITY OF GRAND ISLAND, NEBRASKA

AND

ALLO GRAND ISLAND, LLC

AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into as of this _____ day of _____, 2021, by and between the City of Grand Island, Nebraska, (hereinafter referred to as the “City”) and ALLO Grand Island, LLC (hereinafter referred to as the “Cable Operator”).

WHEREAS, the City, pursuant to Chapter 9 of the Grand Island City Code, is authorized to grant one (1) or more nonexclusive, revocable, agreements to construct, reconstruct, operate, and maintain a cable communication system within the City; and

WHEREAS, pursuant to Chapter 9 of the Grand Island City Code and in accordance with Section 626 of the Cable Communications Policy Act of 1984, the Cable Operator is agreeable to providing such services to the City and has made application to the City for renewal of its existing agreement; and

WHEREAS, the City finds that the Cable Operator has substantially complied with the material terms of the existing agreement under applicable laws, and that the financial, legal and technical ability of the Cable Operator is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

WHEREAS, the City Council wishes to grant to the Cable Operator and the Cable Operator wishes to accept the terms and conditions herein set forth for the use of City owned rights-of-way, of City owned easements, and of rights-of-way and access easements dedicated and accepted for public use by the City in installing and operating a Cable System in the City.

WHEREAS, the City, after public proceedings and due evaluation, has determined that it is in the best interest of the City and its residents to grant a new franchise agreement to the Cable Operator for the term herein provided.

WHEREAS, the City and Cable Operator have complied with all federal and State mandated procedural and substantive requirements pertinent to this franchise grant;

NOW, THEREFORE, IN CONSIDERATION of the renewal of the franchise pursuant to this Agreement, the Cable Operator hereby agrees to comply with the provisions of this Agreement and Chapter 9 of the Grand Island City Code. The City hereby grants a franchise as hereinafter set forth:

I. DEFINITIONS

The following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

A. “Agreement” shall mean the initial authorization or renewal thereof which authorizes the construction or operation of the Cable System.

B. “Applicable Law” means any law, statute, charter, ordinance, rule, regulation, code, license, certificate, franchise, permit, writ, ruling, award, executive order, directive, requirement, injunction (whether temporary, preliminary or permanent), judgment, decree or other order issued, executed, entered or deemed applicable by any governmental authority.

C. “Basic Cable Service” means any service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the Agreement to be carried on the basic tier in analog and/or digital format. Basic Cable Service as defined herein shall be consistent with 47 U.S.C. § 543(b)(7).

D. “Cable Act” mean the Cable Communications Policy Act of 1984, as amended, the Cable Television Consumer Protection and Competition Act of 1992, the Telecommunications Act of 1996 and any amendments thereto and any future cable television legislation.

E. “Cable Service” or “Service” means (A) the one-way transmission to Subscribers of (i) Video Programming or (ii) Other Programming Service, and (B) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service. Cable Service as defined herein shall be consistent with the definition set forth in 47 U.S.C. § 522(6).

F. “Cable System” or “System” means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term does not include:

(1) a facility that serves only to retransmit the television signals of one or more television broadcast stations;

(2) a facility that serves Subscribers without using any public Right-of-Way;

(3) a facility of common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. § 201 et seq., except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(4) an open video system that complies with 47 U.S.C. § 573; or

(5) any facilities of any electric utility used solely for operating its electric utility systems. Cable System as defined herein shall be consistent with the definition set forth in 47 U.S.C. § 522(7).

G. “Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television

Channel as defined by the FCC. Cable Channel as defined herein shall be consistent with the definition set forth in 47 U.S.C. § 522(4).

H. “City” means the City of Grand Island, Nebraska or the lawful successor, transferee, or assignee thereof.

I. “Converter” means an electronic device which converts signals to a frequency acceptable to a television receiver of a Subscriber.

J. “Downstream” shall mean signals originating at the Headend or hubs and transmitted to Subscribers.

K. “Drop” means the fiber cables and network interface unit connecting a Subscriber to the System.

L. “FCC” shall mean the Federal Communications Commission or successor governmental entity thereto.

M. “Franchise Fee” includes any tax, fee, or assessment of any kind imposed by the City or other governmental entity on Cable Operator or Subscriber, or both, solely because of their status as such. It does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and cable operators or their services but not including a tax, fee, or assessment which is unduly discriminatory against cable operators or cable Subscribers); capital costs which are required by the Agreement to be incurred by Cable Operator for public, educational, or governmental access facilities; requirements or charges incidental to the awarding or enforcing of the Agreement, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages; or any fee imposed under Title 17 of the United States Code. Franchise Fee defined herein shall be consistent with the definition set forth in 47 U.S.C. § 542(g).

N. “Gross Revenues” means any and all revenue, as determined in accordance with generally accepted accounting principles and Applicable Law, received by Cable Operator from System to provide Cable Services in the Service Area; provided, however, that such phrase shall not include (1) any taxes, fees or assessments collected by the Cable Operator from Subscribers for pass-through to a government agency, including any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under Applicable Law. Notwithstanding anything herein to the contrary, but subject to Applicable Law, gross revenue shall include: 1) all Cable Service fees, 2) Franchise Fees, 3) late fees and returned check fees, 4) Installation and reconnection fees, 5) upgrade and downgrade fees, 6) local, state and national advertising revenue, 7) home shopping commissions, 8) equipment rental fees, and 9) guide revenue. City and Cable Operator acknowledge and agree that Cable Operator will maintain its books and records in accordance with generally accepted accounting principles (GAAP).

O. "Headend" shall mean the facility, including antennas and associated electronics which receives, controls, and switches the electronic information transmitted over the Cable System.

P. "Installation" means any connection of the System from feeder cable to the point of connection including Standard Installations and custom Installations with the Subscriber Converter or other terminal equipment.

Q. "Normal Business Hours" means those hours during which most similar businesses in City are open to serve Subscribers

R. "Normal Operating Conditions" means those Service conditions which are within the control of Cable Operator. Those conditions which are not within the control of Cable Operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Cable Operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System. Normal Operating Conditions as defined herein shall be consistent with the definition set forth in 47 C.F.R. § 76.309.

S. "Other Programming Service" means information that a cable operator makes available to all Subscribers generally. Other Programming Services as defined herein shall be consistent with the definition set forth in 47 U.S.C. § 522 (14).

T. "PEG" means public, educational and governmental.

U. "Person" is any Person, firm, partnership, association, corporation, company, limited liability entity, excluding the City, or other legal entity.

V. "Service Area" means the present boundaries of the City, and shall include any additions thereto by annexation or other legal means so that it covers both current and future areas subject to exceptions in Article VII hereof.

W. "Service Interruption" means the loss of picture or sound on one (1) or more Cable Channels. Service Interruption as defined herein shall be consistent with the definition set forth in 47 C.F.R. § 76.309.

X. "Standard Installation" means any residential or commercial Installation which can be completed using a Drop of one hundred twenty-five (125) feet or less.

Y. "Street" means the surface of and the space above and below any public Street, road, highway, lane, path, alley, court, sidewalk, boulevard, parkway, drive or other easement now or hereafter held by the City. No reference in this Agreement to a "Street" shall be deemed to be a representation or guarantee by the City that its interests or other rights in such property are sufficient to permit its use for the installation and maintenance of a Cable System, and the

Cable Operator shall be deemed to gain only those rights which the City has the undisputed right and power to give.

Z. “Subscriber” means any Person who receives broadcast programming distributed by a Cable System and does not further distribute it. Subscriber as defined herein shall be consistent with the definition set forth in 47 C.F.R. § 76.5(ee).

AA. “Upstream” shall mean the transmission of signals through a Cable System from Subscribers to the Headend or hubs.

BB. “Video Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

II GRANT OF AGREEMENT

A. The City hereby grants to the Cable Operator, subject to the terms and conditions of this Agreement, a nonexclusive agreement which authorizes the Cable Operator to construct, operate and maintain a Cable System and offer Cable Service in, along, among, upon, across, above, over, under, or in any manner connected with Streets within the Service Area and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Street and all extensions thereof and additions thereto, such wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System. Nothing in this Franchise shall be construed to prohibit the Cable Operator from offering any service over its System that is not prohibited by Applicable Law.

B. This Agreement is a contract negotiated in good faith by the parties and intended by both parties to govern the relationship between the parties; neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Agreement must be made in writing, signed by the Cable Operator and the City. To the extent consistent with the foregoing, this Agreement is subject to and the Cable Operator agrees to comply with the lawful and nondiscriminatory provisions of Grand Island City Code and other ordinances, statutes and regulations now in effect or hereafter made effective. Any conflict between this Agreement and the Multi-Channel Service Providers Regulatory Ordinance codified at Chapter 9 of the City Code as may be amended, shall be resolved in favor of this Agreement. Moreover, the specific terms of this Agreement will govern the parties in all cases where parallel regulation may also exist in Chapter 9 of the City Code. Subject to the foregoing and Applicable Law, the Cable Operator acknowledges that its rights hereunder are subject to the police powers of the City to adopt and enforce lawful and nondiscriminatory ordinances necessary to the health, safety and welfare of the public and nothing in this Agreement shall be deemed to modify or reduce the City’s lawful police powers.

III RIGHT OF CITY TO ISSUE AGREEMENT

The Cable Operator acknowledges and accepts the legal right of the City to issue this Agreement on the date of grant thereof. The Cable Operator agrees that this Agreement was granted pursuant to processes and procedures consistent with Applicable Law.

IV EFFECTIVE DATE OF AGREEMENT

This Agreement shall be effective when approved by the City Council in accordance with Applicable Law and when the Cable Operator files its written acceptance of this Agreement and agreement to be bound by the terms herein with the City Clerk. If such acceptance is not filed within sixty (60) days after adoption by the City Council, this Agreement shall be void and of no force or effect. The grant of this Agreement shall have no effect on the Cable Operator's duty under the prior agreement or any ordinance in effect prior to the effective date of this Agreement to indemnify or insure the City against acts and omissions occurring during the period that the prior agreement was in effect subject to Applicable Law regarding statutes of limitation.

V TERM

The term of this Agreement shall then be for a period of fifteen (15) years from the date of acceptance by the Cable Operator unless sooner terminated as provided in this Agreement.

VI AGREEMENT NONEXCLUSIVE

A. This Agreement shall not be construed as any limitation upon the right of the City to grant to other Persons rights, privileges, or authorities similar to the rights, privileges, and authorities herein set forth, in the same or other Streets, alleys, or other public ways or public places. The City specifically reserves the right to grant at any time during the life of this Agreement or renewal thereof, if any, such additional agreements for a wireline provider of Cable Service or Video Programming, to the extent permissible under Applicable Law, which (i) contain substantially similar terms and conditions which do not provide more favorable terms or conditions than those required of Cable Operator herein, and (ii) the material provisions thereof shall be competitively neutral and nondiscriminatory, in accordance with Applicable Law, and shall be reasonably comparable to those contained herein, in order that one wireline operator not be granted an unfair competitive advantage over another wireline operator as determined by City.

B. Notwithstanding any provision to the contrary, if another wireline operator, legally authorized by state or federal law, makes available for purchase by Subscribers or customers Cable Service or its functional equivalent (including Video Programming under 47 U.S.C. § 571(a)(3) or § 573) within the Service Area without a Franchise or other similar lawful authorization granted by the City and the City has the lawful authority to require a franchise from that wireline operator, the City shall within thirty (30) days of a written request from Cable Operator, modify this Franchise to insure that the obligations applicable to Cable Operator are no more burdensome than those imposed on the new competing provider. If the City fails or refuses to make modifications consistent with this requirement, Cable Operator, upon ninety (90) days advance written notice to City, shall have the right to terminate this Franchise and secure a

replacement franchise, license, consent, certificate or other authorization from any appropriate governmental entity or exercise any other rights the Cable Operator may have under state or federal law. Nothing herein shall in any way limit or reduce Cable Operator's right to provide Cable Service in the City under Applicable Laws, nor the City's right to regulate Cable Operator's provision of Cable Service in the City under Applicable Laws.

VII SERVICE AREA AND LINE EXTENSIONS

A. Cable Operator shall use commercially reasonable best efforts to extend the System to pass every residence within the Service Area no later than the fourth (4th) anniversary date of the Effective Date of this Agreement. Commercially reasonable best efforts shall take into consideration customer demand, competitive offerings from other providers, System extension costs, weather conditions, and other potential unforeseen issues outside of Cable Operator's control that adversely affect the ability to extend the System within such timeframe.

VIII SYSTEM

A. System. Cable Operator shall operate and maintain for the term of this Agreement a System providing a minimum of 550 MHz.

B. Public, Educational and Governmental Access.

(1) Cable Operator shall provide two (2) PEG Access Channels on the Basic Service Tier. The Cable Operator will provide downstream transmission of such Access Channels on its Cable System at no charge to the City. The PEG Access Channels shall be carried on the Basic Service tier in compliance with all applicable FCC rules. All PEG Access Channels shall meet FCC technical standards commensurate with those which apply to the Cable System's commercial channels, provided that the Cable Operator shall not be responsible for the production quality of PEG access programming.

(2) The Cable Operator shall not interfere with the ability of competing cable operators or other providers of multichannel video programming designated by the City to obtain or transmit to their own subscribers the content of any of the programming on the PEG Channels.

(3) The Cable Operator shall provide all necessary technical equipment and support to provide a high-quality return feed of cable signals from the City's PEG Origination Facilities at City Hall to the Cable System headend. The Cable Operator shall own, maintain, and repair or replace any Cable Operator-owned headend or hub-site audio or video signal processing equipment. The City shall own, maintain, and repair or replace its studio and modulators and demodulators. The demarcation point between the Cable Operator's equipment and the City's shall be at the output of the City's modulators.

(4) The City shall manage the use of the PEG Access Channels.

(5) Except as otherwise provided by Applicable Law as it may be in effect from time-to-time, any costs to the Cable Operator associated with the provision of support for public, educational or governmental access pursuant to this Agreement shall not be treated by the Cable Operator, or considered in any way by the Cable Operator, as a Franchise Fee.

(6) Except as expressly permitted by federal law, the Cable Operator shall not exercise any editorial control over the content of programming on the PEG Channels.

(7) Within ninety (90) days of acceptance of this Agreement, the Cable Operator shall initiate a forty cents (\$.40) per Subscriber, per month PEG capital fee, which shall be paid to the City quarterly in the same manner as Franchise Fees, throughout the life of this Agreement, solely to fund PEG access related capital expenditures (hereinafter "Access Fee"). Except as otherwise provided by Applicable Law as it may be in effect from time-to-time, the Access Fee payments by the Cable Operator to City in support of PEG access programming shall not be deemed "Franchise Fees" within the meaning of the Cable Act provided that the City utilizes the Access Fee solely for PEG access-related capital expenditures.

C. Undergrounding requirements. The Cable Operator shall at all times comply with the City Code regarding undergrounding requirements; provided however, the Cable Operator may construct or upgrade its facilities aerially where existing utility(ies) are aerial and shall convert such facilities to underground when the existing utility(ies) are being converted on a schedule consistent with that of the other utilities. If public funds are available to any company, excluding the City or its affiliates, using such Street, easement, or right-of-way for the purpose of defraying the cost of any of the foregoing, such funds shall also be made available to the Cable Operator.

IX TECHNICAL STANDARDS

A. The Cable System shall at all times operate so that, at a minimum and in accordance with Applicable Law, it complies with the technical specifications promulgated by the FCC relating to Cable Communications Systems pursuant to the FCC's rules and regulations and found in Title 47, Section 76.01 to 76.617, (as they may be amended from time to time), which regulations are expressly incorporated herein by reference.

B. Cable Operator shall perform all System tests at the intervals required by the FCC, and all other tests reasonably necessary to determine compliance with technical standards required by this Agreement.

C. Written records of all System test results performed by or for Cable Operator shall be maintained, and shall be available for City inspection upon request.

D. Technical Tests. The City may perform technical tests of the Cable System by qualified Persons with proper equipment during reasonable times and in a manner which does

not unreasonably interfere with the Normal Operating Conditions of the Cable Operator or the Cable System in order to determine whether or not the Cable Operator is in compliance with FCC Technical Specifications. Such tests may be undertaken only after giving the Cable Operator reasonable notice thereof, and providing a representative of the Cable Operator, an opportunity to be present during such tests. In the event that such testing demonstrates that the Cable Operator has substantially failed to comply with the material provisions of the FCC Technical Specifications, the reasonable costs of such tests shall be borne by the Cable Operator. In the event that such testing demonstrates that the Cable Operator has substantially complied with such material provisions hereof, the cost of such testing shall be borne by the City. Except in emergency circumstances, the City agrees that such testing shall be undertaken no more than one (1) time per calendar year, and that the results thereof shall be made available to the Cable Operator.

E. Notice of shutdown. At least twelve (12) hours before any planned shutdown, the Cable Operator shall give notice to affected Subscribers when possible, of maintenance or major equipment change-outs which require loss of Cable Service to twenty-five (25) or more customers.

X SYSTEM DESIGN AND CAPACITY

A. Buried Drops. A Cable Operator must bury new Drops within a reasonable time period, subject to weather conditions. In the event the ground is frozen, a Cable Operator will be permitted to delay burial until the ground is suitable for burial which in no event must be later than June 1st.

B. All Drops shall comply with the National Electrical Code and the National Electrical Safety Code in effect at the time the Drop is performed, as they relate to cable television Drop installation.

C. Local Office.

(1) For a minimum period of eight (8) years after the effective date of this Agreement, Cable Operator shall maintain a location in the City for receiving Subscriber inquiries, bill payments, and equipment transfers. The location must be staffed by a Person capable of receiving inquiries and bill payments and the location shall be open hours that are at the sole discretion of the Cable Operator that are economic and business logical. At such time as the Cable Operator may close the local office in the City (following completion of the first eight (8) years of this Franchise), Cable Operator shall maintain a drop box within the Service Area for receiving Subscriber payments. Subject to the foregoing, in the event another wireline multichannel video program distributor ("MVPD") provides video service in the City and does not have an existing franchise or contractual obligation to maintain a local office in the City, Cable Operator may elect to

forego or cease operation of a local office or substantially reduce its functions in its sole discretion.

(2) Payments at Cable Operator's drop box location shall be deemed received on the date such payments are picked up by the Cable Operator if deposited no later than 3 PM of that day. Payments deposited later than 3 PM may be considered to be received in the following business day's processing.

D. Additional Construction Codes.

(1) The Cable Operator shall at all times comply with:

(a) National Electrical Safety Code (National Bureau of Standards);

(b) National Electrical Code (National Bureau of Fire Underwriters);

and

(c) Applicable FCC or other federal, state and local regulations, including such construction, installation, and maintenance operational standards as may be adopted by the City from time to time and good and accepted industry practices as they pertain to the cable television industry.

XI GENERAL PROVISIONS

The following provisions shall be applicable to the Cable System throughout the life of this Agreement.

A. Emergency Alert Capabilities. The Cable Operator shall continue to provide the existing Emergency Alert System ("EAS"). However, if the EAS is not tested at regular intervals by the appropriate civil defense authority, the Cable Operator shall not be liable if such EAS does not perform at required levels. In the case of any emergency or disaster, the Cable Operator shall, upon request of the City, make available its facilities and personnel to the City to provide technical assistance with the operation of the EAS during the emergency or disaster period. The EAS shall comply with FCC Standards.

B. Parental Control Devices. The Cable Operator shall provide Subscribers the ability to lock out such Channels as they may desire and provide equipment to lock out such Channels.

C. Employee Identification. The Cable Operator shall provide a standard identification document to all employees, including employees of subcontractors, who will be in contact with the public. Such documents shall include a telephone number that can be used to verify identification. In addition, the Cable Operator shall use its best efforts to clearly identify all personnel, vehicles, and other major equipment that are operating under the authority of the Cable Operator.

D. Complimentary Cable Television Service. Except as provided herein, Cable Operator shall provide throughout the term of this Agreement, one complementary Basic Cable Television Service and expanded basic level of Cable Television Service or the future equivalent of such tiers of Service (“Complimentary Service”), without charge to governmental and educational buildings designated by the City’s City Administrator, not to exceed 41 such designated buildings. The governmental or educational entity receiving the Complimentary Service shall be responsible for installation and equipment fees at the Cable Operator’s rates charged to residential customers within the Service Area. Notwithstanding the foregoing, City acknowledges and agrees that Cable Operator’s obligations in this Section shall at all times be subject to Applicable Law. Upon 30 days prior written notice to City, Cable Operator may apply as an offset to the Franchise Fees the costs incurred by Cable Operator to provide Complimentary Service.

At any time throughout the term of this Agreement, City may provide written direction to Cable Operator to terminate the provision of Complimentary Service. Within ten (10) calendar days following the mailing of such notice, Cable Operator shall terminate the Complimentary Services and shall not be permitted to offset against the Franchise Fee the costs incurred for Complimentary Services provided by Cable Operator following the date of termination.

E. Reporting. In addition to the other reporting requirements provided herein the Cable Operator shall, upon request, submit reports to the City in a mutually agreed upon format consistent with the Cable Operator’s existing Systems, and demonstrate the Cable Operator’s compliance with the terms and provisions of this Agreement.

F. Annexation by Municipality. It is understood that the annexation by the City of areas in the unincorporated part of the City and which are being served by the Cable Operator shall be governed by the provisions of this Agreement. The City shall promptly provide written notice to the Cable Operator of this annexation of any territory. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days written notice from the City, subject to the provisions of this Agreement. Cable Operator shall within ninety (90) days after receipt of the annexation notice, pay the City franchise fees on revenue received from the operation of the System to provide Cable Services in any area annexed by the City if the City has provided a written annexation notice

XII SUBSCRIBER RIGHTS AND COMPLAINTS

A. The Cable Operator shall comply with the standards and requirements for customer service set forth in Attachment A throughout the term of this Agreement.

B. Subscriber Contracts. Annually, Cable Operator shall provide the City with any standard form residential Subscriber contract utilized by Cable Operator. A list of Cable Operator’s current Subscriber rates and charges for Cable Service shall be provided to the City and shall be available for public inspection.

C. Refund Policy. Cable Operator shall maintain a refund policy consistent with 47 U.S.C. §76.309(c)(3). If a Subscriber's Cable Service is interrupted or discontinued, without cause, for twenty-four (24) or more consecutive hours, the Cable Operator shall, upon request by the Subscriber within sixty (60) days of such interruption or discontinuation, credit such Subscriber pro rata for such interruption or discontinuation.

D. Late Fees. Cable Operator shall comply with all Applicable Laws with respect to any assessment, charge, cost, fee or sum, however characterized, that the Cable Operator imposes upon a Subscriber for late payment of a bill.

E. Disputes. All Subscribers and members of the general public may direct complaints, regarding Cable Operator's Service or performance to the chief administrative officer of the City or the chief administrative officer's designee, which may be a board or commission of the City.

F. Subject to the privacy provisions of 47 U.S.C. § 521 et seq. (1993), Cable Operator shall prepare and maintain written records of all written complaints made to them and the resolution of such complaints, including the date of such resolution. Such written records shall be on file at the office of Cable Operator. Upon request, Cable Operator shall provide City with a summary of such complaints.

XIII EQUAL OPPORTUNITY

The Cable Operator shall comply with Applicable Law regarding equal employment opportunity and the provision of Cable Service in the City.

XIV AGREEMENT RENEWAL

The City and the Cable Operator agree that renewal of this Agreement shall be governed by the requirements of the Cable Act, 47 U.S.C. Section 546, as may from time to time be amended.

XV FRANCHISE FEE

A. The Cable Operator shall pay, as a Franchise Fee, to the City five percent (5%) of the Cable Operator's annual Gross Revenues collected during the period of its operation under this Agreement in the City. Each payment shall be accompanied by a brief report, certified as true and correct by a financial representative of the Cable Operator, showing the basis for the computation in form and substance substantially the same as Attachment B attached hereto.

B. The Cable Operator shall file with the City, forty-five (45) days after the last day of each quarter, a revenue statement showing the Gross Revenues received by it during the preceding quarter. The Cable Operator shall pay on a quarterly basis (by the 45th day after the end of each quarter) the Franchise Fee to the City for the preceding quarter.

C. The City shall have the right to audit and copy the Cable Operator's revenue records with respect to the Cable System within the City and all relevant records, and to recompute any amounts determined to be payable under this Agreement. If the results of the audit by the City show a discrepancy of more than five percent (5%) in the Franchise Fee that were to be paid to the City, the Cable Operator shall assume all reasonable document out-of-pocket costs of such audit, and pay same upon demand by the City, costs not to exceed Seven Thousand Five Hundred Dollars (\$7,500). This cost reimbursement shall only be permitted, if applicable, two (2) times during the fifteen (15) year franchise term.

D. In the event that any Franchise Fee payment is not received by the City on or before the applicable due date, the City shall send a written notice to Cable Operator informing the Cable Operator of the past due payment. If Cable Operator fails to remit payment within ten (10) days of receipt of said written notice from City, the Cable Operator shall remit a late payment surcharge of one percent (1.0%) per month of the total amount of the Franchise Fee payment due. The City shall not be entitled to any additional interest or liquidated damages unless the Cable Operator, thirty (30) days following receipt of the above referenced written notice from City has not remitted the applicable Franchise Fee payment and late payment surcharge to the City. Thereafter, the City shall be entitled to any and all available enforcement remedies under the Agreement and Applicable Law. In the event this Agreement is revoked or otherwise terminated prior to its expiration date, the Cable Operator shall file with the City, within ninety (90) days of the date of revocation or termination, a revenue statement showing the Gross Revenues received by it since the end of the previous year and shall make adjustments at that time for the Franchise Fee due up to the date of revocation or termination.

E. No acceptance of any payment by the City shall be construed as a release, waiver or as an accord and satisfaction of any claim the City may have for further or additional sums payable as a tax, fee or for the performance of any other obligation of the Cable Operator.

F. In the event federal law is amended to allow Franchise Fees in excess of five percent (5%) of Gross Revenues, the City shall be entitled to raise said Franchise Fees payable by the Cable Operator up to the maximum allowed by federal law, subject to the Cable Operator's prior written agreement.

G. The Franchise Fees shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the City, the State of Nebraska, or the United States, including without limitation sales and other taxes, business license fees or other payments.

XVI REGULATION, RATES, AND CHARGES

A. Regulatory Authority. The City may exercise, continue to exercise, assign or delegate appropriate regulatory authority under the provisions of this Agreement or Applicable Law. Regulation may be exercised through any duly designated consortium, duly established

state body, or other entity created or appointed to advise or support the City or to handle its regulatory responsibilities subject to Applicable Law.

B. The City and the Cable Operator acknowledge that any rates and charges relating to the provision of Cable Service and equipment under this Agreement shall be governed by Applicable Laws and the rules and regulations of the FCC (as amended). The City and Cable Operator do not waive any right they may have under Applicable Law.. The City and the Cable Operator, in evaluating and resolving any matters which arise concerning rates and charges, will adhere to Applicable Laws and FCC rules and regulations.

XVII CONSTRUCTION PROVISIONS

The Cable Operator shall at all times comply with the City Code regarding right-of-way use.

XVIII INSURANCE AND BONDS OR OTHER SURETY PROVISIONS

A. Insurance Requirements.

(1) Cable Operator shall maintain in full force and effect, at its own cost and expenses, during the term of this Agreement, comprehensive general liability insurance in the amount of Two Million and No/100 Dollars (\$2,000,000.00) combined single limit for bodily injury, death and property damage. City, and their capacity as such, City's officers, agents and employees, shall be named as an additional insured on the policy and Cable Operator shall file a Certificate of Insurance with the City Clerk. The Cable Operator shall furnish the City with current certificates of insurance evidencing such coverage.

(2) Each policy of insurance (including the certificates of insurance evidencing such coverage) shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for non-payment of premium, or otherwise, and whether at the request of Cable Operator or for other reasons, except after thirty (30) calendar days advanced written notice from the insurer to the City Clerk, which may be provided electronically or by US mail.

B. Bonds and Other Surety. At all times hereunder until the Cable Operator has liquidated all of its obligations under the Agreement to the City, the Cable Operator shall furnish a bond or other surety in the amount of Twenty-Five Thousand Dollars (\$25,000), conditioned upon the faithful performance by the Cable Operator of its material obligations under this Agreement. The City may, from year to year and in its sole discretion, reduce the amount of any such bond or other surety. The bond or other surety shall insure the faithful performance by the Cable Operator of all the provisions of this Agreement, and compliance with all orders, permits and directions of the City and the payment by Cable Operator of any claim, penalties, damages, liens and taxes due the City related thereto or which arise by reason of the construction, operation or maintenance of the Cable System. Any failure by Cable Operator to provide the bond or other surety as required herein shall constitute a breach of this Agreement

XIX PERFORMANCE GUARANTEE ESCROW; AND LIQUIDATED DAMAGES

A. In the event that the City has reason to believe that the Cable Operator has defaulted in the performance of any material provision of this Agreement, except as excused by force majeure, the City shall notify the Cable Operator in writing, by certified mail, of the provision or provisions of which the City believes Cable Operator to be in default and the details relating thereto (“Alleged Default Notice”).

B. Cable Operator shall have thirty (30) days from receipt of the notice described in paragraph (A) above to (a) respond to the City contesting the assertion of non-compliance, or (b) to cure such default or, in the event that, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed. In such case the City shall establish a reasonable deadline when such cure shall be completed having considered the reasonable input of the Cable Operator.

C. In the event that Cable Operator fails to respond to the notice described in paragraph A above pursuant to the procedures set forth in paragraph B above, the City shall schedule a public meeting to investigate the default. Such public meeting shall be held at the next regularly or specially scheduled meeting of the City. The City shall notify the Cable Operator in writing via certified mail, of the time and place of such meeting at least fourteen (14) days prior to such meeting and provide the Cable Operator with an opportunity to be heard.

D. Subject to the notice and cure requirements of this section, the City shall be authorized to withdraw from the bond or other surety the following penalties:

(1) For failure to provide data, documents, reports or information or to participate with the City during a System review, the penalty shall be One Hundred Fifty and No/100 Dollars (\$150.00) per day.

(2) For failure to comply with any material provisions of this Agreement for which a penalty is not otherwise specifically provided, the penalty shall be One Hundred Fifty and No/100 Dollars (\$150.00) per day.

(3) For failure to test, analyze and report on the performance of the System following a request by the City, the penalty shall be One Hundred and No/100 Dollars (\$100.00) per day.

(4) Subject to applicable federal and state law, in the event the City determines that Cable Operator is in default of any provision of the Agreement and the Cable Operator has not cured such default in accordance with the terms of this Agreement, the City may: Foreclose on all or any part of any security provided under this Agreement, if any, including, without limitation, any bonds or other surety; provided, however, the foreclosure shall only be in such a manner and in such amount as the City reasonably determines is necessary to remedy the default; or

(5) Draw against the bond or other surety all penalties due it, as provided for under this Agreement; or

(6) Commence an action at law for monetary damages or seek other equitable relief; or

(7) Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages.

(8) See termination in accordance with Section XXI.

E. The Cable Operator shall not be relieved of any of its obligations to comply promptly with any provision of the Agreement by reason of any failure of the City to enforce prompt compliance.

XX TERMINATION

A. In addition to all other rights and powers retained by the City under this Agreement, the City reserves the right to terminate this Agreement, and the Cable Operator's rights hereunder, in the event the Cable Operator shall default in the performance of any material term, covenant or agreement of this Agreement. By way of example, and not limitation, the City shall have the right to terminate this Agreement if the Cable Operator shall fail to cure any material default under this Agreement as provided in Section XX.

B. Before the City may terminate this Agreement and the Cable Operator's rights hereunder, the City shall conduct a public hearing, at which time the Cable Operator shall be given an opportunity to attend and present evidence and argument in opposition to the forfeiture or termination of this Agreement. The Cable Operator shall be provided with not less than thirty (30) days notice prior to such public hearing.

C. Any such declaration of forfeiture or termination shall be subject to judicial review as provided by law.

D. Nothing herein contained shall limit or restrict any legal rights that the City or the Cable Operator may have arising from a default in the performance of the terms, conditions and covenants of this Agreement by the Cable Operator.

XXI REMOVAL OF CABLE SYSTEM

A. In the event of termination or forfeiture of the Agreement or abandonment of the System, the City may require the Cable Operator to remove all or any portion of its System from all rights-of-way and public property within the City; provided, however, that the Cable Operator will not be required to remove those portions of its System so as long as Cable Operator is providing any service not prohibited by Applicable Law.

B. If the Cable Operator does not require all or any portion of the System required to provide any services not prohibited by Applicable Law, and has failed to commence removal of its System, or such part thereof as was designated by the City, within one hundred twenty (120) days after written demand for removal is given, or if the Cable Operator has failed to complete such removal within twelve (12) months after written demand for removal is given, the City may apply funds secured by the Agreement toward removal.

XXII TRANSFER OF OWNERSHIP OR CONTROL

Cable Operator's right, title or interest in this Agreement shall not be sold, transferred, assigned or otherwise encumbered, without the prior written consent of the City, such consent not to be unreasonably withheld. No such consent shall be required, however, if the sale, transfer, assignment or encumbrance is to an affiliate of Cable Operator, when said affiliate is a wholly owned subsidiary. Additionally, no such consent shall be required, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of Cable Operator in this Agreement or Cable System in order to secure indebtedness.

XXIII PERIODIC REEVALUATION AND RENEGOTIATIONS

A. Since the field of cable communications is rapidly evolving and many technological, regulatory, financial, marketing, legal, competitive, and other changes are likely to occur during the life of this Agreement, a degree of flexibility is needed in order to achieve and maintain a Cable System that adequately serves the public interest. To this end, and subject to Applicable Law, this Agreement may be amended by mutual written agreement of the City and Cable Operator.

B. The City may evaluate the Cable Operator's Cable Service and operations no more than once every five (5) years during the term of this Agreement.

C. The City and the Cable Operator may meet at other times to discuss and negotiate changes to this Agreement which are mutually agreed upon by both parties.

D. During any review and evaluation session, the Cable Operator shall cooperate with the City and shall provide such reasonable information and upon such terms and conditions as the parties shall mutually agree upon.

XXIV RIGHTS OF INDIVIDUALS

As previously set forth, the Cable Operator shall not deny Service, deny access nor otherwise discriminate against Subscribers, Channel users or any Person on the basis of race, creed, color, religion, national origin, sex, ancestry, age or marital status. The Cable Operator shall comply with all Applicable Laws relating to non-discrimination and privacy. Liability for obscenity, defamation or invasion of privacy on any PEG Channels shall rest with the Person, group of Persons or any organization utilizing said PEG Channels, and no indemnification or liability of the Cable Operator is hereby intended or provided herein. The Cable Operator shall

comply with all the privacy provisions pursuant to 47 USC §551 of the Cable Act or other Applicable Laws or regulations.

XXV COOPERATION

The parties recognize that it is in their mutual best interests for the Cable System to be operated as efficiently as possible. To achieve this, the parties agree to cooperate with each other in accordance with the terms and provisions of this Agreement.

XXVI WAIVER

The failure of the City at any time to require performance by the Cable Operator of any provision hereof shall in no way affect the right of the City hereafter to enforce the same. Nor shall the waiver by the City of any breach of any provision hereof or the failure of the City to require or enforce prompt compliance be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision. Nothing herein shall be deemed to waive or modify any statute of limitation or any lawful defense which is available to Cable Operator.

XXVII BOOKS AND RECORDS

A. Throughout the term of this Franchise, the Cable Operator agrees that the City, upon reasonable prior written notice to the Cable Operator, may review such of the Cable Operator's books and records regarding the operation of the Cable System and the provision of Cable Service in the City which are reasonably necessary to monitor and enforce Cable Operator's compliance with the provisions of this Agreement. All such documents pertaining to financial matters that may be the subject of an inspection by the City shall be retained by the Cable Operator for a minimum period required by Applicable Laws. The Cable Operator shall not deny the City access to any of the Cable Operator's records on the basis that the Cable Operator's records are under the control of any parent corporation, affiliated entity or a third party. The Cable Operator agrees that the City may upon ten (10) days written request review and copy such of its books and records, during Normal Business Hours and on a non-disruptive basis in a location not more than twenty (20) miles from the City. The Cable Operator shall maintain sufficient books and records of customer service, customer complaints and billing and maintain other books and records in Grand Island to monitor compliance with the terms hereof.

B. Confidential Information. Cable Operator may choose to provide any confidential books and records that it is obligated to make available to the City pursuant to Section XXVIII A of this Agreement, by allowing the City, or its designated representative(s), to view the books and records at a mutually agreeable location and without City obtaining its own copies of such books and records. Alternatively, confidential or proprietary information may be disclosed pursuant to a reasonable mutually agreeable non-disclosure agreement which shall substantially in the same form as attached as Attachment D, subject to modification as specifically required under Applicable Law. The intent of the parties is to work cooperatively to ensure that all books

and records reasonably necessary for City's monitoring and enforcement of franchise obligations are provided to City. To the extent that Cable Operator does provide books or records directly to the City, City agrees to keep confidential any proprietary or confidential books or records to the extent permitted by Applicable Law and Attachment D. Cable Operator shall be responsible for clearly and conspicuously identifying any confidential or proprietary information so as to prevent inadvertent disclosure.

XXVIII CUMULATIVE RIGHTS

The rights and remedies reserved to the City and Cable Operator by this Agreement are cumulative and shall be in addition to and not in derogation of any other legal or equitable rights or remedies which the City and Cable Operator may have with respect to the subject matter of this Agreement, and a waiver thereof at any time shall have no effect on the enforcement of such rights or remedies at a future time.

XXIX COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

The Cable Operator, its contractors, employees, and agents shall comply with all Applicable Laws, rules, and regulations. Except as otherwise provided for herein, the Cable Operator and the City shall be entitled to all rights and be bound by all changes in local, state, and federal law which occur subsequent to the effective date of this Agreement. In addition to the inherent powers of the City to regulate and control the Cable Operator under this Agreement, and those powers expressly reserved by the City, or agreed to and provided for herein, the right and power is hereby reserved by the City to promulgate such additional regulations as it shall find necessary in the exercise of its lawful powers, subject to Section II.B. herein.

XXX NOTICES

Every notice or response to be served upon the City or the Cable Operator shall be in writing, and shall be deemed to have been duly given to the required party five (5) business days after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid.

The notices or responses to the City shall be addressed as follows:

The City of Grand Island, Nebraska
Attention: City Administrator's Office
100 East First Street, Box 1968
Grand Island, NE 68802

The notices or responses to the Cable Operator shall be addressed as follows:

ALLO Grand Island, LLC
Attn: Brad Moline, President
330 S. 21st Street

Lincoln, Nebraska 68510

With a non-binding courtesy copy to:

ALLO Grand Island, LLC

Attn: Legal Department

121 S. 13th Street, Suite 100

Lincoln, Nebraska 68508

The City and the Cable Operator may designate such other address or addresses from time to time by giving notice to the other.

XXXI CAPTIONS

The captions to sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

XXXII INDEMNIFICATION

Cable Operator hereby agrees to indemnify and hold the City, including its agents, elected and appointed officials and employees, harmless from any claims, actions, liabilities or damages resulting from the actions of Cable Operator in constructing, operating or maintaining the Cable System or arising from the existence of the Cable System in the City. City agrees to give the Cable Operator written notice of its obligation to indemnify City within ten (10) days of receipt of a claim or action pursuant to this section. Notwithstanding the foregoing, the Cable Operator shall not be obligated to indemnify City for any damages, liability or claims resulting from the willful misconduct or negligence of City or for the City's use of the Cable System.

XXXIII GOVERNMENTAL IMMUNITY

The City is relying on, and does not waive, or intend to waive, by any provision of this Agreement, any right, immunity, limitation or protection (including complete damage immunity) otherwise available to the City, its officers, employees or agents under Applicable Law.

XXXIV FORCE MAJEURE

Neither party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including but not limited to; acts of God, fire, explosion, vandalism or other similar catastrophes; national emergencies; insurrection; strike or organized work slowdown; riots or wars.

XXXV TIME IS OF THE ESSENCE

Whenever this Agreement sets forth any time for any act to be performed by either of the parties, such time shall be deemed to be of the essence of this Agreement.

XXXVI CONSTRUCTION OF AGREEMENT

Except as otherwise provided for herein, this Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Nebraska (as amended), the Cable Act as amended, any applicable rules, regulations and orders of the FCC and any other Applicable Laws, rules, regulations, legislation, or orders (as such now exist, are later amended or subsequently adopted).

XXXVII NO JOINT VENTURE

Nothing herein shall be deemed to create a joint venture or principal agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

XXXVIII ENTIRE AGREEMENT

This Agreement and all attachments represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof: and supersede all prior oral negotiations between the parties. This Agreement can be amended, supplemented, modified, or changed only by an agreement in writing which makes specific reference to this Agreement or to the appropriate attachment and which is signed on behalf of both parties.

XXXIX ACTIONS OF THE CABLE OPERATOR

In any action by the City or the Cable Operator mandated or permitted under the terms hereof, it shall (unless specified otherwise in this Agreement) act in a reasonable, expeditious, and timely manner.

XL SEVERABILITY

If any section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, unconstitutional or unenforceable, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ATTEST:

CITY OF GRAND ISLAND, NE

City Clerk

Mayor

ALLO GRAND ISLAND, LLC

Bradley A. Moline, President

ATTACHMENT A. CUSTOMER SERVICE STANDARDS

A. Cable System office hours and telephone availability.

(i) The Cable Operator will maintain a local, toll-free or collect call telephone access line which will be available to its Subscribers twenty-four (24) hours a day, seven (7) days a week.

(ii) Trained company representatives will be available to respond to Subscriber telephone inquiries during Normal Business Hours.

(iii) After Normal Business Hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

(iv) Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis.

(v) The Cable Operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(vi) Under Normal Operating Conditions, the Subscriber will receive a busy signal less than three percent (3%) of the time.

(vii) Customer service center and bill payment locations will be open at least during Normal Business Hours and will be conveniently located.

B. Installations, Outages and Service Calls. Under Normal Operating Conditions, each of the following four (4) standards will be met no less than ninety five percent (95%) of the time measured on a quarterly basis:

(i) After the two (2) year anniversary date of this Agreement, Standard Installations will be performed within seven (7) business days after an order has been placed. "Standard" Installations are those that are located up to one hundred twenty-five (125) feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the Cable Operator, the Cable Operator will begin working on "Service Interruptions" promptly and in no event later than twenty-four (24) hours after the interruption becomes known. The

Cable Operator must begin actions to correct other Service problems the next business day after notification of the Service problem.

(iii) The "appointment window" alternatives for Installations, Service calls, and other Installation activities will be either a specific time or, at maximum, a four (4) hour time block during Normal Business Hours. (The Cable Operator may schedule Service calls and other Installation activities outside of Normal Business Hours for the express convenience of the Subscriber.)

(iv) The Cable Operator may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment.

(v) If a Cable Operator representative is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.

C. Communications between the Cable Operator and Subscribers

(i.) Notifications to Subscribers.

(1) The Cable Operator shall provide written information on each of the following areas at the time of Installation of Cable Service on its website::

a. Products and Cable Services offered;

b. Prices and options for programming services and

conditions of subscription to programming and other services;

- c. Installation and service maintenance policies;
- d. Instructions on how to use the Cable Service;
- e. Channel positions of programming carried on the Cable System; and
- f. Billing and complaint, procedures, including the address and telephone number of the City's cable office.

Subscribers shall be advised of the procedures for resolution of complaints about the quality of the television signal delivered by the Cable Operator, including the address of the responsible officer of the City.

(2) Customers will be notified of any changes in rates, programming services or Channel positions as soon as possible in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the Cable Operator. In addition, the Cable Operator shall notify Subscribers thirty (30) days in advance of any significant changes in the information required by Section (C)(i)1(a)-(f) of this Attachment A.

(3) In addition to the requirement of subparagraph (2) of this section regarding advance notification to Subscribers of any changes in rates, programming services or Channel positions, Cable Operator shall give thirty (30) days' written notice to both Subscribers and the City before implementing any rate or Service change. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change (e.g., inflation, change in external costs or the addition/deletion of Channels). When the change involves the addition or deletion of Channels, each Channel added or deleted must be separately identified. For purposes of the carriage of digital broadcast signals, the Cable Operator need only identify for Subscribers, the television signal added and not whether that signal may be multiplexed during certain dayparts.

(4) To the extent Cable Operator is required to provide notice of Service and rate changes to Subscribers, the Cable Operator may provide such notice using any reasonable written means at its sole discretion.

(5) Notwithstanding any other provision of this section, Cable Operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, Franchise Fee, or any other fee, tax, assessment, or

charge of any kind imposed by any federal agency, state, or City on the transaction between the Cable Operator and the Subscriber.

D. Billing.

(i.) Consistent with 47 C.F.R. § 76.1619, bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, Basic Cable Service and premium Service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(ii.) In case of a billing dispute, the Cable Operator must respond to a written complaint from a Subscriber within thirty (30) days.

E. Refunds. Refund checks will be issued promptly, but no later than either:

(i.) The Subscriber's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(ii.) The return of the equipment supplied by the Cable Operator if service is

terminated.

F. Credits. Credits for Service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.

ATTACHMENT B. FRANCHISE FEE PAYMENT WORKSHEET

TRADE SECRET – CONFIDENTIAL

	Month/Year	Month/Year	Month/Year	Total
Cable Service Revenue				
Installation Charge				
Franchise Fee Revenue				
Advertising Revenue				
Home Shopping Revenue				
Other Revenue				
Equipment rental				
REVENUE				
Fee Calculated				

Fee Factor: 5%

ATTACHMENT C

Reserved.

ATTACHMENT D. NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT is made as of , 2021 between ALLO Grand Island, LLC (“ALLO”)

WHEREAS, ALLO holds a cable television franchise (“Agreement”) issued by Recipient which requires that ALLO make available certain of its books and records to verify ALLO’s compliance with the terms and provisions of the Agreement; and

WHEREAS, ALLO is making available for inspection by Recipient certain Confidential Material (as defined below) for the sole and exclusive purpose of permitting Recipient to perform an audit of the payments required under the Agreement and to compile a written report based on the audit findings (the “Purpose”); and

WHEREAS, as a condition to making the Confidential Material available, the parties desire to protect the confidential nature of the Confidential Material in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the promises contained in this Agreement, ALLO and Recipient hereby agree as follows:

1. Confidential Material. For purposes of this Agreement, the term Confidential Material shall include all business, financial, technical and other information concerning ALLO’s business, provided in writing or in any other form or media; provided, however, that “Confidential Material” shall not include any information that (a) becomes generally available to the public other than as a result of disclosure, directly or indirectly, by Recipient or its Representatives (as defined below), or (b) was available to Recipient on a non-confidential basis prior to disclosure by ALLO, (c) is lawfully obtained from a third party under no obligation of confidentiality, (d) is developed by the Recipient or is generally disclosed by ALLO to third parties without an obligation of confidentiality. This Agreement imposes no obligation on Recipient with respect to any portion of the Confidential Material disclosed by ALLO, unless such portion is marked “CONFIDENTIAL” prior to submitting such information to Recipient.

2. Restriction on Use and Disclosure. Consistent with Section of the Agreement, ALLO shall provide all books and records requested by the City or City’s agent in the following manner: 1) a mutually acceptable physical location within the City; or 2) via mail or electronic communication acceptable to the City and Cable Operator. Recipient and its Representatives may make such notes with respect to the Confidential Material (“Notes”) as may be necessary for the Purpose, and all such Notes shall be treated as Confidential Material hereunder. Recipient shall use the Confidential Material solely in furtherance of the Purpose, and shall not disclose the Confidential Material or any portion thereof to any person except those of its employees, consultants and advisors who need to know such information in furtherance of the Purpose (the persons to whom such disclosure is permitted being collectively referred to as “Representatives”). Recipient agrees that, before disclosing the Confidential Material or any portion thereof to any Representatives, Recipient will inform the Representatives of the

confidential nature of the Confidential Material and of the Representatives' duty to treat the Confidential Material in accordance with this Agreement. Without in any way limiting the foregoing, Recipient shall take all steps necessary to prevent disclosure of the Confidential Material under any open records law, including, without limitation, by exercising its discretion not to disclose Confidential Material in response to an open records act request, and taking all necessary actions to defend against such request. If Recipient or any of its Representatives becomes legally compelled to disclose any of the Confidential Material, the compelled party shall provide ALLO with prompt notice of such requirement prior to disclosure so that Recipient may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, the compelled party shall furnish only that portion of the Confidential Material which it is legally required to furnish and shall use its best efforts to assure that confidential treatment will be accorded such Confidential Material. Recipient shall have the right to draft a written report to fulfill the Purpose of the review and Recipient agrees that in drafting said report cause any such audit report to be treated confidentially to the full extent permitted by law. Information shall, to the extent feasible, be provided in an aggregate form and Recipient shall use its best efforts not to communicate confidential information in the report unless necessary to communicate a finding of the audit/review.

3. Equitable Remedies. Recipient acknowledges that, in the event of a breach or threatened breach of this Agreement, there is a substantial likelihood of material, irreparable injury to ALLO, and that money damages would not be a sufficient remedy for any such breach or prospective breach by Recipient or its Representatives. Recipient therefore agrees that ALLO shall be entitled to specific performance of Recipient's agreements herein, and to injunctive relief to terminate or prevent any breach or prospective breach of this Agreement. No bond or other security shall be necessary with respect to such relief. ALLO shall be entitled to receive from Recipient reimbursement of ALLO's costs and expenses (including attorneys' fees) incurred in connection with any breach or threatened breach by Recipient or its Representatives, but such reimbursement may only be ordered by a court of competent jurisdiction.

5. Miscellaneous. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, with respect to such matters. No failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other exercise of any right, power or privilege hereunder. If any part or any provision of this Agreement shall be deemed to be invalid or unenforceable in any respect, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining provisions of this Agreement. No amendment to this Agreement shall be valid unless it is made in writing and signed by both parties. This Agreement shall inure to the benefit of, and be binding upon, the parties, their successors and permitted assigns. This Agreement shall be governed by laws of the State of Nebraska without regard to the choice of law provisions thereto

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed on its behalf as of the date set forth above

ALLO Grand Island, LLC

By:_____

Name:_____

Title:_____

CITY OF GRAND ISLAND, NE

By:_____

Name:_____

Title_____

RESOLUTION 2021-235

WHEREAS, ALLO Grand Island LLC (“ALLO”) desires to offer within the city of Grand Island cable television, internet, and telephone services via fiber cable and associated facilities located in the public rights-of-way and public utility easements; and

WHEREAS, a franchise agreement between ALLO and the City of Grand Island is required to permit and authorize installation of the fiber cable television equipment; and

WHEREAS, City Administration and ALLO engaged in negotiating a proposed non-exclusive fifteen-year franchise agreement for installation and operation of the fiber cable television system within the City of Grand Island; and

WHEREAS, the proposed franchise agreement is substantially similar to the current franchise agreement whereby Charter Communications/Spectrum occupies the public rights-of-ways and public utility easements and offers cable television, internet, and telephone services; and

WHEREAS, the proposed franchise agreement with ALLO provides for the City to receive a franchise fee in the amount of 5% of the gross revenue ALLO derives from cable television services provided in Grand Island; and

WHEREAS, City Administration recommends that the proposed franchise agreement be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that the Franchise Agreement for the City of Grand Island and ALLO Grand Island LLC should be and is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 14, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 13, 2021	☐ City Attorney



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item J-1

Approving Payment of Claims for the Period of August 25, 2021 through September 14, 2021

The Claims for the period of August 25, 2021 through September 14, 2021 for a total amount of \$8,159,562.25. A MOTION is in order.

Staff Contact: Patrick Brown



City of Grand Island

Tuesday, September 14, 2021

Council Session

Item X-1

Strategy Session with Respect to IBEW Service Clerical Finance Union Negotiations

The City Council may hold a closed or Executive Session as permitted by Neb. Rev. Stat. Sec. 84-1410. Closed sessions may be held for, but shall not be limited to such reasons as:

- 1. Protection of the public interest.*
- 2. Needless injury to the reputation of an individual.*
- 3. Strategy sessions with respect to*
 - a. collective bargaining,*
 - b. real estate purchases,*
 - c. pending litigation, or*
 - d. imminent or threatened litigation.*
- 4. Discussion regarding deployment of security personnel or devices.*
- 5. For the Community Trust created under Sec. 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster.*

Staff Contact: Aaron Schmid, Human Resources Director