
City of Grand Island



Tuesday, March 22, 2016
Council Session Packet

City Council:

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

Mayor:

Jeremy L. Jensen

City Administrator:

Marlan Ferguson

City Clerk:

RaNae Edwards

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

Call to Order

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

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

Invocation - Pastor Mark Oberbeck, Northridge Assembly of God, 3025 Independence Avenue

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, March 22, 2016

Council Session

Item E-1

**Public Hearing on Amendment to the Redevelopment Plan for
CRA Area 1 for a Site Specific Redevelopment Plan located at 110
East 3rd Street (Wing Properties)**

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP
Meeting: March 22, 2016
Subject: Amendment to Redevelopment Plan for CRA Area #1
Presenter(s): Chad Nabity, AICP CRA Director

Background

In 2000, the Grand Island City Council declared property referred to as CRA Area #1 as blighted and substandard and approved a generalized redevelopment plan for the property. The generalized redevelopment plan authorized the use of Tax Increment Financing (TIF) for the acquisition of property, redevelopment of property, site preparation including demolition, landscaping and parking. TIF can also be used for improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage.

Wing Properties, the owner of the Williamsons Furniture Building has submitted a proposed amendment to the redevelopment plan that would provide for renovation and redevelopment of this property for commercial residential uses at 110 E 3rd Street in Grand Island, Nebraska.

The CRA reviewed the proposed development plan on February 10, 2016 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on March 2, 2016. The CRA also sent notification to the City Clerk of their intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on March 2, 2016. The Planning Commission approved Resolution 2016-03 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island.

Discussion

Tonight, Council will hold a public hearing to take testimony on the proposed plan amendment (including the cost benefit analysis that was performed regarding this

proposed project) and to enter into the record a copy of the plan amendment that would authorize a redevelopment contract under consideration by the CRA.

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #1 and authorizes the CRA to execute a contract for TIF based on the plan amendment. The redevelopment plan amendment specifies that the TIF will be used to offset allowed costs for renovation and rehabilitation of this property for commercial office uses. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for as eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. There is \$566,000 of identified expenses eligible for Tax increment financing associated with the proposed redevelopment plan amendment. The bond for this project will be issued for a period of 15 years and will end upon final payment of the bond principal and any associated interest. The proposed bond for this project will be issued for the expected TIF proceeds for the 15 year period of \$110,485

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the resolution as submitted.

**Redevelopment Plan Amendment
Grand Island CRA Area 1
February 2016**

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area 1 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific infrastructure related project in Area 1.

Executive Summary:

Project Description

THE REDEVELOPMENT OF THE BUILDING LOCATED AT 110 E. 3RD STREET (WEST 1/3 OF WILLIAMSON’S FURNITURE STORE) FOR RETAIL USES ON THE FIRST FLOOR AND A RESIDENTIAL APARTMENT ON THE SECOND FLOOR INCLUDING FIRE/LIFE SAFETY IMPROVEMENTS AND BUILDING REHABILITATION AND REMODELING.

The use of Tax Increment Financing to aid in rehabilitation expenses associated with redevelopment of the west 1/3 of the Williamson’s Furniture Building located at 110 E 3rd Street into first floor retail space and a second floor apartment. The use of Tax Increment Financing is an integral part of the development plan and necessary to make this project affordable. The project will result in renovating 4,084 square feet of commercial space and an additional upper story residential unit (2,714 square feet) and is consistent with the downtown redevelopment plan and priorities to add 50 residential units downtown by 2019. This project would not be possible without the use of TIF.

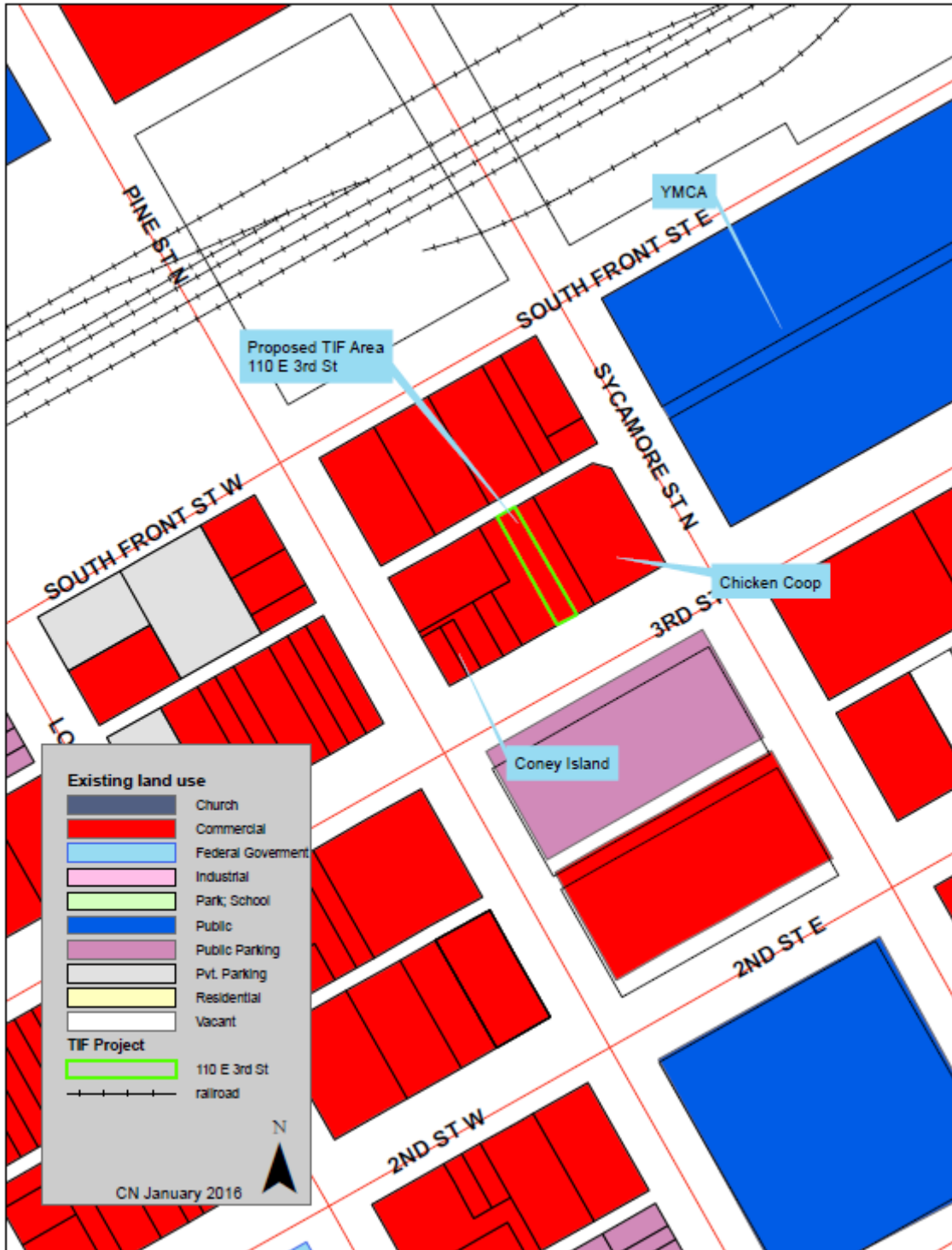
Wing Properties is the owner of the property. They purchased this property in 2015. The purchase price is not included as an eligible TIF activity. The building is currently vacant. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the site work and remodeling. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2017 towards the allowable costs and associated financing for the acquisition and site work.

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

Property Description (the “Redevelopment Project Area”)

110 E 3rd Street in Grand Island Nebraska Kaufman Building

Legal Descriptions: West 22 feet of Lot 7, Block 54, Original Town of Grand Island, Hall County, Nebraska.



Existing Land Use and Subject Property

The tax increment will be captured for the tax years the payments for which become delinquent in years 2017 through 2031 inclusive.

The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from rehabilitation of this the vacant portions of this historic building for commercial space and upper story residential as permitted in the B3 Heavy Business Zoning District.

Statutory Pledge of Taxes.

Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in the Redevelopment Project Area shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be determined with the approved redevelopment contract and be no later than January 1, 2018.

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

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

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

Redevelopment Plan Amendment Complies with the Act:

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

1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on December 19, 2000.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.

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

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to rehabilitate the building for permitted uses on this property as defined by the current and effective zoning regulations.

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

a. Land Acquisition:

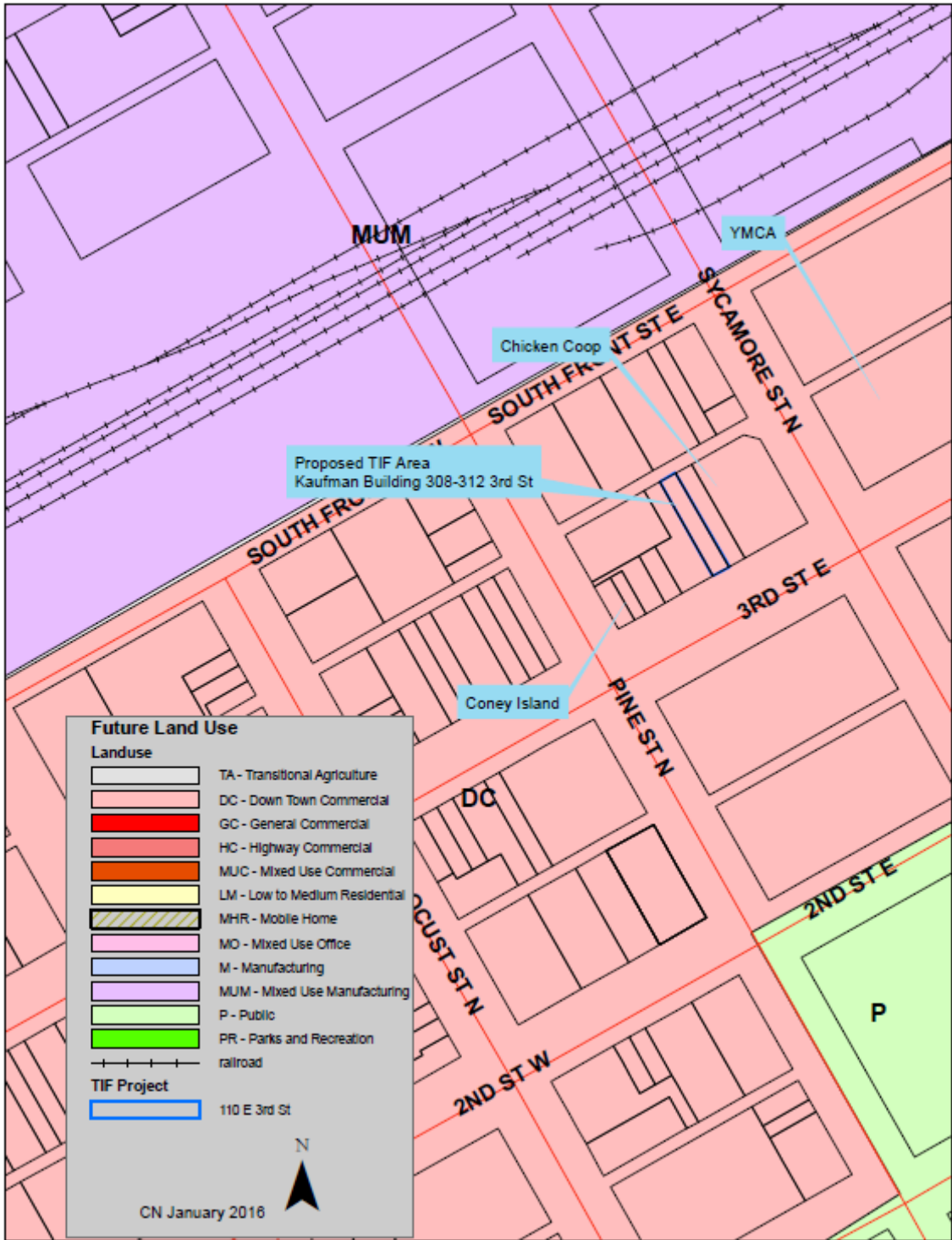
The Redevelopment Plan for Area 1 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority.

b. Demolition and Removal of Structures:

The project to be implemented with this plan does not provide for the demolition and removal any structures on this property.

c. Future Land Use Plan

See the attached map from the 2004 Grand Island Comprehensive Plan. All of the area around the site in private ownership is planned for Downtown Commercial development; this includes housing and commercial uses within the same structure. This property is in private ownership. [§18-2103(b) and §18-2111] The attached map also is an accurate site plan of the area after redevelopment. [§18-2111(5)]



City of Grand Island Future Land Use Map

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

The area is zoned B3-Heavy Business zone. No zoning changes are anticipated with this project. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use

The developer is rehabilitating the existing building. The developer is not proposing to increase the size of the building and current building meets the applicable regulations regarding site coverage and intensity of use. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

Sewer and water are available to support this development. No new services are anticipated with this development.

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

No other utilities would be impacted by the development.

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

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

4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. This property, owned by the developer, is vacant and has been vacant for more than 1 year; no relocation is contemplated or necessary. [§18-2103.02]

5. No member of the Authority, nor any employee thereof holds any interest in any property in this Redevelopment Project Area. [§18-2106] No members of the authority or staff of the CRA have any interest in this property.

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

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

The developer owns this property and acquisition is not part of the request for tax increment financing. The estimated cost of rehabilitation of this property is \$551,227. Planning related expenses for Architectural and Engineering services of \$10,000 and are

included as a TIF eligible expense. Legal, Developer and Audit Fees including a reimbursement to the City and the CRA of \$5,000 are included as TIF eligible expense. The total of eligible expenses for this project is \$566,227.

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

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

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$110,485 from the proceeds of the TIF Indebtedness issued by the Authority. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2017.

c. Statement of feasible method of relocating displaced families.

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

7. Section 18-2113 of the Act requires:

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

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

8. Time Frame for Development

Development of this project is anticipated to be completed between April 2016 and December of 2017. Excess valuation should be available for this project for 15 years beginning with the 2017 tax year.

9. Justification of Project

This is an historic building in downtown Grand Island that will be preserved with this project. The addition of a new upper story residential unit is consistent with goals to build 50 new residential units in downtown Grand Island by 2019 and with the goals of the 2014 Grand Island housing study and Grow Grand Island. The renovated commercial space will provide opportunities for more businesses to locate downtown.

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

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

Project Sources and Uses. Approximately \$110,485 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This property has received façade improvement funding of \$111,344 and is eligible for a life/safety grant of \$20,000. This investment by the Authority will leverage \$414,398 in private sector financing; a private investment of \$1.71 for every TIF and grant dollar investment.¹

Use of Funds.			
Description	TIF Funds	Private Funds	Total
Site Acquisition		\$90,000	\$90,000
Site preparation		\$24,174	\$24,174
Legal and Plan*	\$15,000		\$15,000
Building Costs			
Renovation	\$95,485	\$431,568	\$527,053
Personal Property			
Soft Costs			
TOTALS	\$110,485	\$545,742	\$656,227

Tax Revenue. The property to be redeveloped is anticipated to have a January 1, 2016, valuation of approximately \$49,021. Based on the 2015 levy this would result in a real property tax of approximately \$1,083. It is anticipated that the assessed value will increase by \$333,245 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$7,364 annually. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for a period of 15 years, or such shorter time as may be

¹ This does not include any investment in personal property at this time.

required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2016 assessed value:	\$ 49,021
Estimated value after completion	\$ 382,266
Increment value	\$ 333,245
Annual TIF generated (estimated)	\$ 7,364
TIF bond issue	\$ 110,485

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

The redevelopment project area currently has an estimated valuation of \$49,021. The proposed redevelopment will create additional valuation of \$333,245. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off.

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

No additional public service needs have been identified. Existing water and waste water facilities will not be impacted by this development. The electric utility has sufficient capacity to support the development. It is not anticipated that this will impact schools. Fire and police protection are available and should not be negatively impacted by this development. The addition of life safety elements to this building including fire sprinklers and a second exit actually reduce the chances of negative impacts to the fire department.

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

This will provide additional housing options in the downtown area and will provide commercial space for new or expanded commercial uses in the downtown.

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

This project will not have a negative impact on other employers in any manner different from any other expanding business within the Grand Island area. The Grand Island labor market is tight but this will create additional full time jobs in the regions. This will allow a local company to expand in our community.

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

This project is consistent the goals of the Council, the Downtown BID, the CRA, and Grow Grand Island to create additional housing units in downtown Grand Island.

Time Frame for Development

Development of this project is anticipated to be completed during between April of 2016 and December 31 of 2017. The base tax year should be calculated on the value of the property as of January 1, 2016. Excess valuation should be available for this project for 15 years beginning in 2017 with taxes due in 2018. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years or an amount not to exceed \$110,485 the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the estimates of the expenses of the rehabilitation the developer will spend at least \$566,000 on TIF eligible activities. The CRA will reserve the right to issue additional debt for this project upon notification by the developer of sufficient expenses and valuation to support such debt in the form of a second or third bond issuance.



BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name: Wing Properties

Address: 120 East 3rd

Telephone No.: 308-398-2500

Fax No.: _____

Contact: Dean Pegg

Brief Description of Applicant's Business:

Owner of 120 East 3rd, home of The Chicken Coop.

Present Ownership Proposed Project Site: Wing Properties

Proposed Project: Building square footage, size of property, description of buildings – materials, etc.

Please attach site plan, if available.

4,048 s.f. main floor 2,714 s.f. second floor, wood framed two story mixed use building, formerly part of Williamsons Interior

If Property is to be Subdivided, Show Division Planned:

VI. Estimated Project Costs:

Acquisition Costs:

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

Construction Costs:

A. Renovation or Building Costs:	\$527,053
B. On-Site Improvements: re-platting, demo, asbestos removal, tree removal, etc.	\$24,174

Soft Costs:

A. Architectural & Engineering Fees:	\$10,000
B. Financing Fees: Closing costs, filing fees	\$
C. Legal/Developer/Audit Fees:	\$
D. Contingency Reserves:	\$
E. Other (Please Specify) TIF fees	\$5,000
TOTAL	\$566,227

Total Estimated Market Value at Completion: \$382,266

Source of Financing:

A. Developer Equity:	\$90,000
B. Commercial Bank Loan:	\$419,883

Tax Credits:

1. N.I.F.A.	\$
2. Historic Tax Credits	\$

D. Industrial Revenue Bonds:	\$
E. Tax Increment Assistance:	\$110,485
F. Other	
Life Safety Grant	\$20,000
Façade Grant	\$111,344

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

General Contractor: Amos Anson, Empire Development, PO Box 1665 Grand Island NE 68802 308-390-455 Structural Engineer: Mike Spilinek, Olsson Associates 201 E. Second Street Grand Island, NE 68801 308-384-8750

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

See attached

Project Construction Schedule:

Construction Start Date: 2016

Construction Completion Date: 2017

If Phased Project:

2016 Year 50 % Complete

2017 Year 50% Complete

XII. Please Attach Construction Pro Forma

XIII. Please Attach Annual Income & Expense Pro Forma

(With Appropriate Schedules)

TAX INCREMENT FINANCING REQUEST INFORMATION

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

Wing Properties is asking for \$110,485 in TIF. The reason for the request is to offset the cost of the future taxes in order to have 15 years to pay off the construction loan before the taxes are “increased”. This will allow the project to cash flow and therefore be a success.

Statement Identifying Financial Gap and Necessity for use of Tax Increment Financing for Proposed Project: Without TIF assistance the project will not cash flow and therefore will not be a successful business venture. See attached pro forma.

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

NA

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

Construction costs:

	Commercial	Residential	Totals
Ins.,Int. & Permits	\$ 6,000.00	\$ 2,000.00	\$ 8,000.00
Demo	\$ 6,174.00	\$ 18,000.00	\$ 24,174.00
Carpentry Labor	\$ 7,203.00	\$ 8,662.00	\$ 15,865.00
Materials	\$ 7,096.99	\$ 29,347.00	\$ 36,443.99
Roofing labor	\$ 20,000.00	\$ -	\$ 20,000.00
Plumbing	\$ 16,000.00	\$ 18,000.00	\$ 34,000.00
HVAC	\$ 26,000.00	\$ 15,125.00	\$ 41,125.00
Electric	\$ 16,000.00	\$ 17,759.00	\$ 33,759.00
Insulation	\$ 4,116.00	\$ 5,700.00	\$ 9,816.00
Drywall Hang	\$ 4,980.36	\$ 5,700.00	\$ 10,680.36
Drywall Finish	\$ 4,980.36	\$ 5,700.00	\$ 10,680.36
Paint	\$ 8,300.60	\$ 7,500.00	\$ 15,800.60
Trim Labor	\$ 4,116.00	\$ 6,000.00	\$ 10,116.00
Cabinets	\$ -	\$ 13,000.00	\$ 13,000.00
Countertops	\$ -	\$ 6,000.00	\$ 6,000.00
Flooring Allowance	\$ 21,688.80	\$ 18,000.00	\$ 39,688.80
Lighting Allowance	\$ 12,840.00	\$ 3,000.00	\$ 15,840.00
Electronics	\$ 12,000.00	\$ -	\$ 12,000.00
Fire Sprinklers	\$ -	\$ 19,214.00	\$ 19,214.00
Appliances	\$ -	\$ 5,000.00	\$ 5,000.00
Architect	\$ -	\$ 10,000.00	\$ 10,000.00
Elevator	\$ -	\$ -	\$ -
Sub Total	\$ 177,496.11	\$ 213,707.00	\$ 391,203.11
O&P	\$ 26,624.42	\$ 32,056.05	\$ 58,680.47
Total	\$ 204,120.53	\$ 245,763.05	\$ 449,883.58
Façade (2/3 of amount awarded)		\$ 111,344.00	\$ 561,227.58

Cost:

Build out	\$561,227
Building Purchase	\$90,000
Total Investment	\$651,227

Without grants & TIF

Net Operating Income	\$35,869
Investment	\$651,227
CAP Rate	5.5%

With grants & TIF

Net Operating Income	\$42,025
Investment	\$509,883
CAP Rate	8.24%

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

RESOLUTION NO. 209

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

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Passed and approved this 10 day of February, 2016.

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

By 
Chairperson

ATTEST:


Secretary

110 E 3rd St.

COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY
OF GRAND ISLAND, NEBRASKA

RESOLUTION NO. 210

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

WHEREAS, this Community Redevelopment Authority of the City of Grand
Island, Nebraska ("Authority"), has received an Application for Tax Increment
Financing under the Nebraska Community Development Law (the "Act") on a
project within Redevelopment Area 1, from Wing Properties, (The "Developer") for
redevelopment of an area within the city limits of the City of Grand Island as set
forth in Exhibit 1 attached hereto area; and

WHEREAS, this Community Redevelopment Authority of the City of Grand
Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a
project within Redevelopment Area 1;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

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

Passed and approved this 10 day of February, 2016.

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

By Tom Adcock
Chairperson

ATTEST:

[Signature]
Secretary

110 E 3rd St.

Resolution Number 2016-03

HALL COUNTY REGIONAL PLANNING COMMISSION

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

WHEREAS, the Chairman and Board of the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), referred that certain Redevelopment Plan to the Hall County Regional Planning Commission, (the "Commission") a copy of which is attached hereto as Exhibit "A" for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to Section 18-2112 of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "Act"); and

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

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

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

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

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

DATED: March 2, 2016.

HALL COUNTY REGIONAL PLANNING COMMISSION

ATTEST:

By:
Chair

Patrick C. Orrell

By:

Leslie E. Ruge
Secretary

Wing Properties



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item E-2

**Public Hearing on Amendment to the Redevelopment Plan for
CRA Area 15 for a Site Specific Redevelopment Plan located at 106
South Webb Road (Pump and Pantry, Inc.)**

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP
Meeting: March 22, 2016
Subject: Amendment to Redevelopment Plan for CRA Area #15
Presenter(s): Chad Nabity, AICP CRA Director

Background

In 2014, the Grand Island City Council declared property referred to as CRA Area #15 as blighted and substandard and approved a generalized redevelopment plan for the property. The generalized redevelopment plan authorized the use of Tax Increment Financing (TIF) for the acquisition of property, redevelopment of property, site preparation including demolition, landscaping and parking. TIF can also be used for improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage.

Pump and Pantry Inc. has made an offer on and intended to purchase has submitted an application for Tax Increment Financing to aid in the construction of a new Pump and Pantry Store at 106 S. Webb Road (Lot 1 of Antonson's Second Subdivision) at the southwest corner of Webb Road and Old Potash Highway. Staff has prepared a redevelopment plan for this property consistent with the TIF application.

The CRA reviewed the proposed development plan on February 10, 2016 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on March 2, 2016. The CRA also sent notification to the City Clerk of their intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on March 2, 2016. The Planning Commission approved Resolution 2016-03 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island.

Discussion

Tonight, Council will hold a public hearing to take testimony on the proposed plan amendment (including the cost benefit analysis that was performed regarding this

proposed project) and to enter into the record a copy of the plan amendment that would authorize a redevelopment contract under consideration by the CRA.

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #15 and authorizes the CRA to execute a contract for TIF based on the plan amendment. The redevelopment plan amendment specifies that the TIF will be used to offset allowed costs for acquisition of this property for uses as a Pump and Pantry convenience store. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for as eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. There are a minimum of \$992,000 of identified expenses eligible for Tax increment financing associated with the proposed redevelopment plan amendment. The bond for this project will be issued for a period of 15 years and will end upon final payment of the bond principal and any associated interest. The proposed bond for this project will be issued for the expected TIF proceeds for the 15 year period of \$748,688

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the resolution as submitted.

**Redevelopment Plan Amendment
Grand Island CRA Area 15
February 2016**

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area 15 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific project in Area 15.

Executive Summary:

Project Description

THE REDEVELOPMENT OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF WEBB ROAD AND OLD POTASH HIGHWAY (LOT 1 OF ANTONSON SECOND SUBDIVISION) FOR USE AS A LATEST GENERATION BOSSELMAN PUMP AND PANTRY STORE INCLUDING ACQUISITION OF PROPERERTY AND NECESSARY INFRASTRUCTURE AND GRADING IMPROVEMENTS.

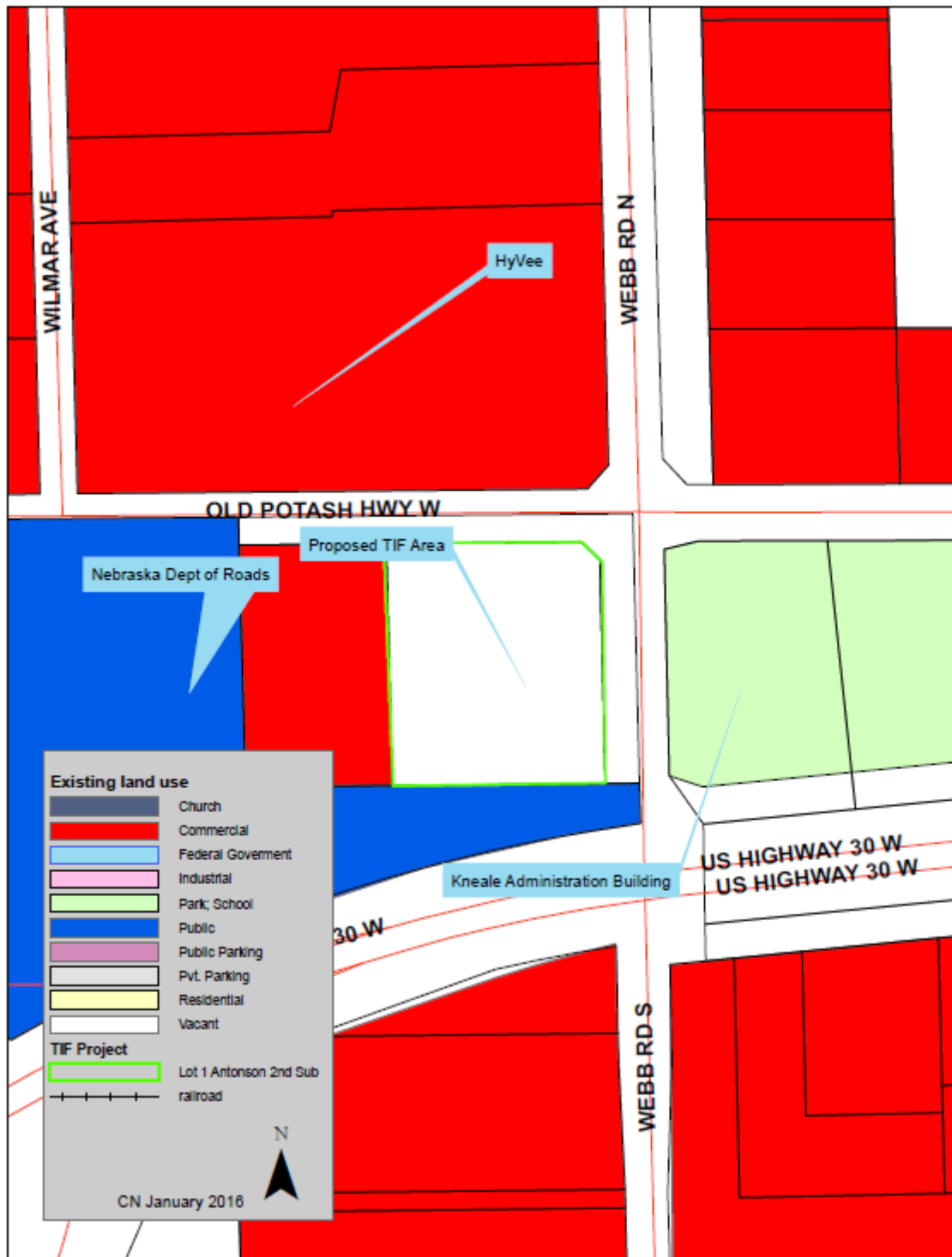
The use of Tax Increment Financing to aid in rehabilitation expenses associated with acquisition of property and necessary infrastructure and grading improvements to redevelop 106 S. Webb Road (Lot 1 of Antonson Second Subdivision in the City of Grand Island). The use of Tax Increment Financing is an integral part of the development plan and necessary to make this project affordable. The project will result in the construction of a newest generation Pump and Pantry store and carwash on a piece of property that has been vacant for a number of years. The developers feel this project, at this location would not be possible without the use of TIF.

Pump and Pantry Inc. made an offer to purchase this property for \$900,000 contingent on their ability to secure TIF for the project to offset a portion of the acquisition cost. Acquisition of property is an eligible TIF activity. The property is currently vacant the buildings that were on this property were removed by the current property owner in preparation for redevelopment.. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the site work and remodeling. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2017 towards the allowable costs and associated financing for the acquisition and site work.

TAX INCREMENT FINANCING TO PAY FOR THE REHABILITATION OF THE PROPERTY WILL COME FROM THE FOLLOWING REAL PROPERTY:
Property Description (the “Redevelopment Project Area”)

106 S Webb Road in Grand Island Nebraska

Legal Descriptions: Lot 1 of Antonson Second Subdivision in Grand Island, Hall County, Nebraska.



Existing Land Use and Subject Property

The tax increment will be captured for the tax years the payments for which become delinquent in years 2017 through 2031 inclusive.

The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from the construction of a convenience store at this location as permitted in the M2 Heavy Manufacturing Zoning District.

Statutory Pledge of Taxes.

Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in the Redevelopment Project Area shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be January 1, 2017.

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

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

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

Redevelopment Plan Amendment Complies with the Act:

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

1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on January 14, 2014.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.

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

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to rehabilitate the building for permitted uses on this property as defined by the current and effective zoning regulations.

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

a. Land Acquisition:

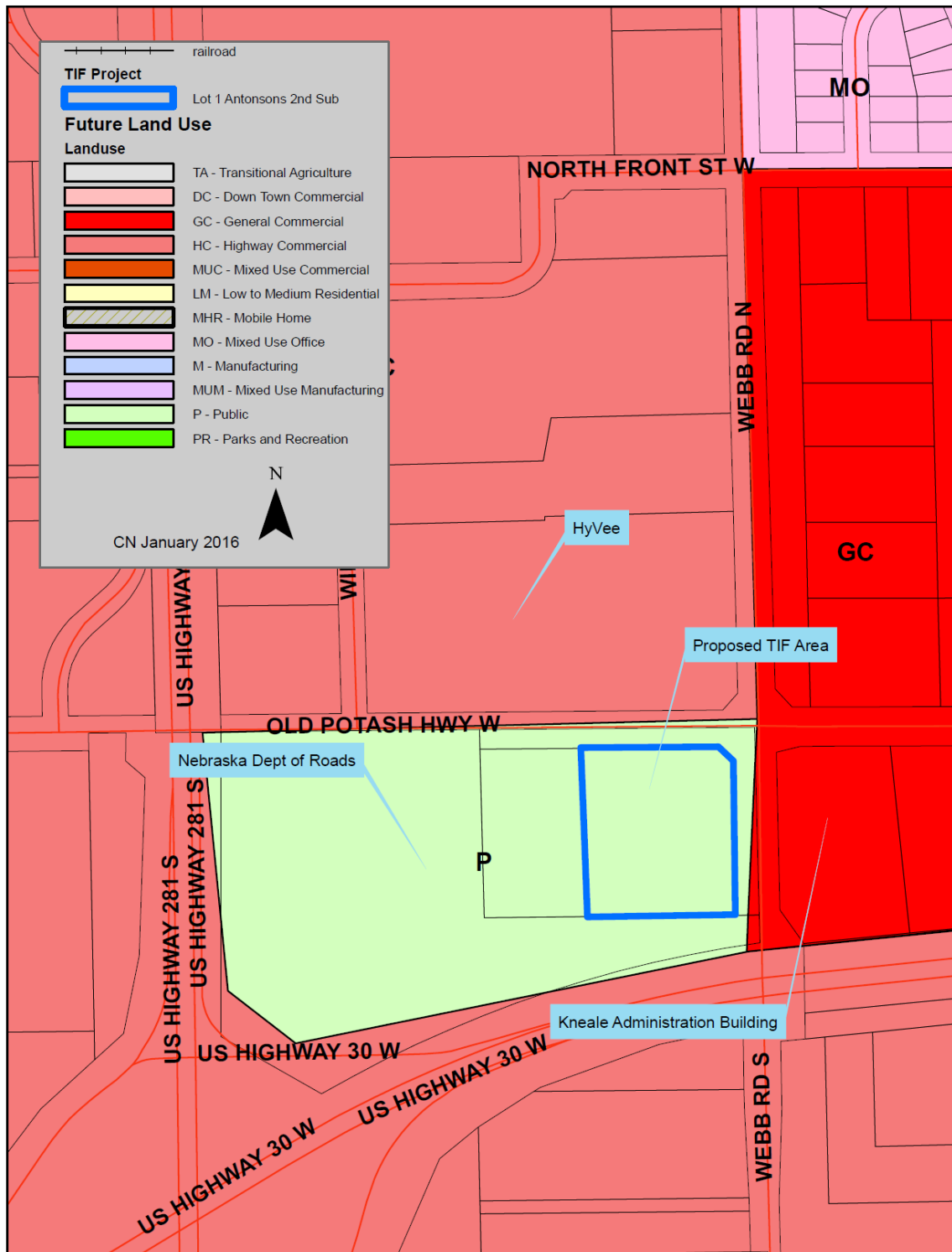
This Redevelopment Plan for Area #15 provides and anticipates real property acquisition by the developer. There is no proposed acquisition by the authority.

b. Demolition and Removal of Structures:

The project to be implemented with this plan does not provide for the demolition and removal any structures on this property. All structures on the property were removed by the current property owner.

c. Future Land Use Plan

See the attached map from the 2004 Grand Island Comprehensive Plan. The area immediately to the north and east of this property is planned for commercial or highway commercial development. The Nebraska Department of Roads has the property to the south and the property to the west is used for commercial purposes. This property is in private ownership. [§18-2103(b) and §18-2111] The attached map also is an accurate site plan of the area after redevelopment. [§18-2111(5)]



City of Grand Island Future Land Use Map

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

The area is zoned M2 Heavy Manufacturing zone. No zoning changes are anticipated with this project. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use

The developer is proposing to build on the site within the constraints allowed by the current zoning district. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

Sewer and water are available to support this development. No new services are anticipated with this development.

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

No other utilities would be impacted by the development.

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

4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. This property has been vacant with no structures for several years, no relocation is contemplated or necessary. [§18-2103.02]

5. No member of the Authority, nor any employee thereof holds any interest in any property in this Redevelopment Project Area. [§18-2106] No members of the authority or staff of the CRA have any interest in this property.

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

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

The developer has a contract to purchase this property contingent on approval of the Tax Increment Financing. The cost this property is \$900,000 and would be a TIF eligible expense. Grading, storm water management, utility connections and extensions, landscaping and similar site improvements are estimated at \$600,000 a portion of which would be eligible for TIF. Planning related expenses for Architectural and Engineering services of \$85,000 and are included as a TIF eligible expense. Legal, Developer and Audit Fees including a reimbursement to the City and the CRA of \$7,000 are included as

TIF eligible expense. The total of eligible expenses for this project is \$992,000 at a minimum and potentially as much as \$1,592,000.

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

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

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$748,688 from the proceeds of the TIF Indebtedness issued by the Authority. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2017 through December 2032.

c. Statement of feasible method of relocating displaced families.

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

7. Section 18-2113 of the Act requires:

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

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan. This will have the intended result of preventing recurring elements of blighted conditions including vacant and underutilized building sites.

8. Time Frame for Development

Development of this project is anticipated to be completed between April 2016 and December of 2017. Excess valuation should be available for this project for 15 years beginning with the 2017 tax year.

9. Justification of Project

This space has been vacant for a number of years and has not sold or redeveloped even with aggressive marketing by the owner. The proximity of and appearance of the Nebraska Department of Roads equipment yards adjacent to the site may have an influence on the perceived value of the site. The proposed use and plan would provide screening of the NDOR site from the north. Screening from the south will not be possible without cooperation from NDOR.

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

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

Project Sources and Uses. Approximately \$748,688 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This investment by the Authority will leverage \$2,993,312 in private sector financing; a private investment of \$3.99 for every TIF and grant dollar investment.¹

Use of Funds.			
Description	TIF Funds	Private Funds	Total
Site Acquisition	\$748,688	\$151,312	\$90,000
Site preparation		\$600,000	\$24,174
Legal and Plan*		\$920,00	\$15,000
Building Costs		\$2,000,000	\$2,000,000
Renovation			\$527,053
Personal Property			
Soft Costs		\$150,000	\$150,000
TOTALS	\$748,688	\$2,993,312	\$3,741,820

Tax Revenue. The property to be redeveloped is anticipated to have a January 1, 2016, valuation of approximately \$393,355. Based on the 2015 levy this would result in a real property tax of approximately \$8,692. It is anticipated that the assessed value will increase by \$2,258,730 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$49,913 annually. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for a period of 15 years, or such shorter time as may be

¹ This does not include any investment in personal property at this time.

required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2016 assessed value:	\$ 393,355
Estimated value after completion	\$ 2,652,085
Increment value	\$ 2,258,730
Annual TIF generated (estimated)	\$ 49,913
TIF bond issue	\$ 748,688

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

The redevelopment project area currently has an estimated valuation of \$393,355. The proposed redevelopment will create additional valuation of \$2,258,730. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off.

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

No additional public service needs have been identified. Existing water and waste water facilities will not be impacted by this development. The electric utility has sufficient capacity to support the development. It is not anticipated that this will impact schools. Fire and police protection are available and should not be negatively impacted by this development.

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

This will have minimal impact on employers or employees within the redevelopment project area. It will create a need for additional employees within Bosselman Inc.

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

This project will not have a negative impact on other employers in any manner different from any other expanding business within the Grand Island area. The Grand Island labor market is tight but this will create additional full time jobs in the regions. This will allow a local company to expand in our community.

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

This project will produce sales tax from items sold and property taxes on the personal property located within the store and carwash.

Time Frame for Development

Development of this project is anticipated to be completed during between April of 2016 and December 31 of 2017. The base tax year should be calculated on the value of the property as of January 1, 2016. Excess valuation should be available for this project for 15 years beginning in 2017 with taxes due in 2018. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years or an amount not to exceed \$748,688 the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the estimates of the expenses of the rehabilitation the developer will spend between \$992,000 and \$1,592,000 on TIF eligible activities.



BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name: Pump and Pantry Inc.
3123 W. Stolley Park Road, PO Box 4905
Grand Island, NE 68802-4905
Telephone: 308-382-5501 ext. 147
Contact: Gus Patsios

Brief Description of Applicant's Business:

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

Present Ownership Proposed Project Site:

106 S. Webb Rd.
Parcel #400130572
Plate Realty
620 N. Webb
Grand Island, NE. 68803

Proposed Project:

Pump and Pantry Inc. to develop a new state of the art Generation 3 Convenience store that will have multiple options for Grand Island residents. The development will include a 2,400 square foot tunnel car wash; multiple food offerings to include dine in options in a family friendly environment with in a modern 6,845 square foot Convenience store/ with Gas and Diesel islands.

Estimated Project Costs:

Acquisition Costs:

A. Land	\$ 900,000
B. Building	\$

Construction Costs:

A. Renovation or Building Costs:	\$ 2,000,000
B. On-Site Improvements:	\$ 600,000

Soft Costs:

A. Architectural & Engineering Fees:	\$ 85,000
B. Financing Fees:	\$ 15,000
C. Legal/Developer/Audit Fees:	\$ 7,000
D. Contingency Reserves:	\$ 135,000
E. Personal Property	\$ 300,000
TOTAL	\$ 542,000

Total Estimated Market Value at Completion: \$ 2,652,085

Source of Financing:

A. Developer Equity:	\$ 1,117,200
B. Commercial Bank Loan:	\$ 2,606,800
Tax Credits:	
1. N.I.F.A.	\$ 0
2. Historic Tax Credits	\$ 0
D. Industrial Revenue Bonds:	\$ 0
E. Tax Increment Assistance:	\$ 748,688.02
F. Other	\$ 0

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

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

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

Project-

Base \$393,355

Expected value \$2,652,085

Annual Tax Increment \$49,913

15 year \$748,688.02

Project Construction Schedule:

Construction Start Date: October 15, 2016 –Est.

Construction Completion Date: March 31, 2017-Est.

TAX INCREMENT FINANCING REQUEST INFORMATION

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

Amount: \$748,688.02

Purpose for TIF requested- Land acquisition cost, general site work, extension of utilities throughout site and storm water drainage.

Statement Identifying Financial Gap and Necessity for use of Tax Increment Financing for Proposed Project: , financial analysis has determined without TIF, the land acquisition costs, site work, utility extensions and new construction costs are too high to support a reasonable ROI on the project.

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

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

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

RESOLUTION NO. 207

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

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Passed and approved this 10 day of February, 2016.

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

By Tom Adcock
Chairperson

ATTEST:

[Signature]
Secretary

106 S Webb Rd.

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

RESOLUTION NO. 208

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

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), has received an Application for Tax Increment Financing under the Nebraska Community Development Law (the "Act") on a project within Redevelopment Area 15, from Pump & Pantry, Inc., (The "Developer") for redevelopment of an area within the city limits of the City of Grand Island as set forth in Exhibit 1 attached hereto area; and

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a project within Redevelopment Area 15;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

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

Passed and approved this 10 day of February, 2016.

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

By 
Chairperson

ATTEST:


Secretary

106 S Webb Rd.

Resolution Number 2016-02

HALL COUNTY REGIONAL PLANNING COMMISSION

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

WHEREAS, the Chairman and Board of the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), referred that certain Redevelopment Plan to the Hall County Regional Planning Commission, (the "Commission") a copy of which is attached hereto as Exhibit "A" for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to Section 18-2112 of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "Act"); and

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

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

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

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

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

DATED: March 2, 2016.

HALL COUNTY REGIONAL PLANNING COMMISSION

ATTEST:

By:
Chair



By:



Secretary

Pump & Pantry Inc.



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item E-3

Public Hearing on Request to Rezone Property located at the South End of Hillside Drive from TA – Transitional Agriculture to LLR – Large Lot Residential (Paul Mader)

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: March 22, 2016
Subject: Rezone from TA – Transitional Agriculture Zone to LLR
– Large Lot Residential Zone
Item #'s:
Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

An application has been made to rezone property proposed for platting as Maderville Subdivision located at the south end of Hillside Drive, east of Engleman Road, in the W ½ of Section 35, Township 11 North, Range 10, West of the 6th P.M. in Hall County, Nebraska from TA – Transitional Agriculture Zone to LLR – Large Lot Residential Zone.

Discussion

At the regular meeting of the Regional Planning Commission, held March 2, 2016 the above item was considered following a public hearing.

O'Neill opened the Public Hearing.

Nabity explained an application has been made to rezone 4 acres at the south end of Hillside Drive east of Engleman Road from TA Transitional Agriculture to LLR Large Lot Residential Zone.

O'Neill closed the Public Hearing.

A motion was made by Hoggatt and seconded by Ruge to approve the Rezone request as presented.

The motion carried with 11 members present and all voting in favor (O'Neill, Huisman, Ruge, Apfel, Maurer, Kjar, Connick, Rainforth, Hoggatt, Sears and Monter) and no member abstaining.

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

Alternatives

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

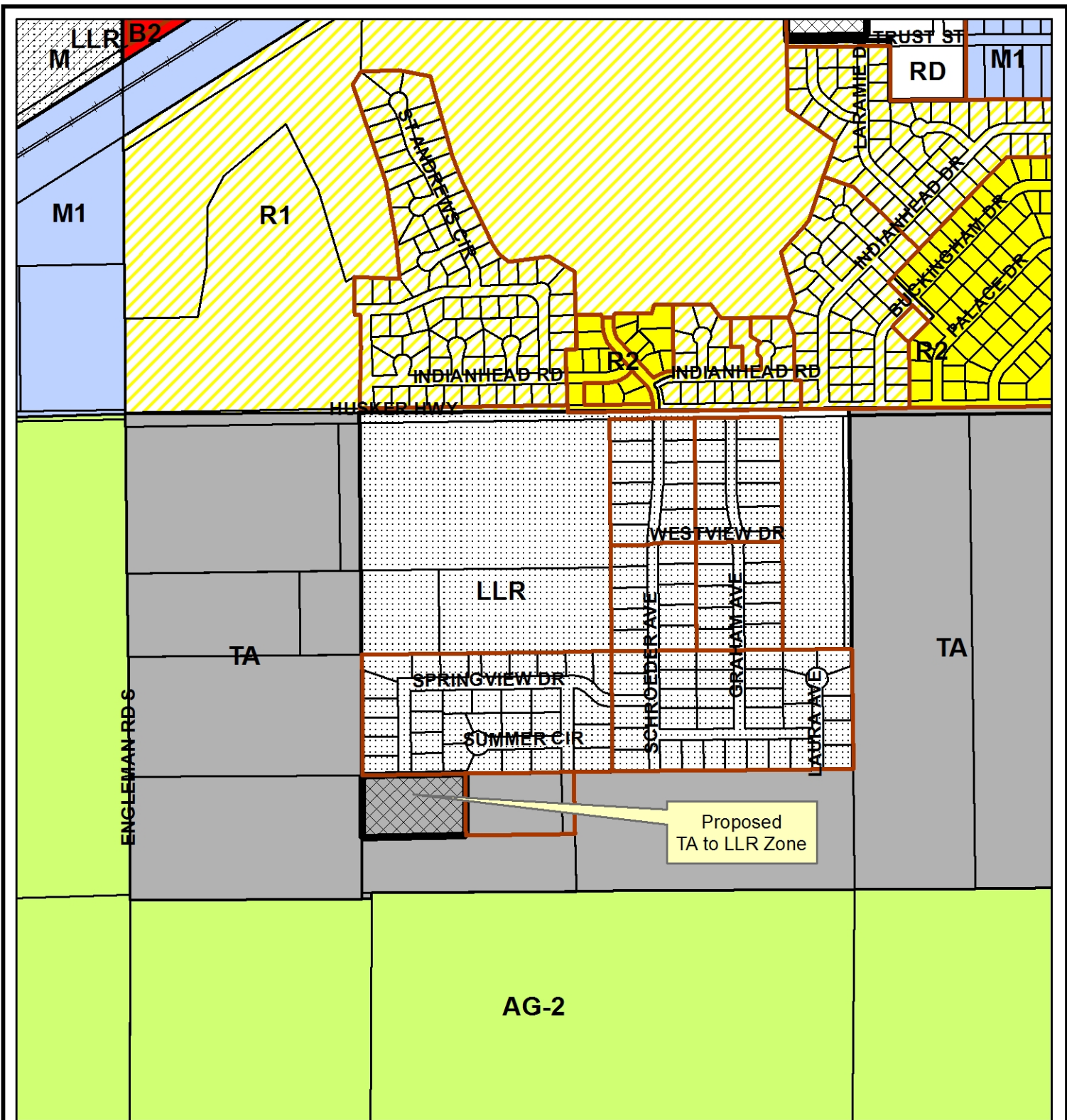
1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Postpone the issue

Recommendation

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

Sample Motion

Move to approve the ordinance as presented.





Requested Zoning

Scale : NONE

C-14-2016GI



 From TA : Transitional Agricultural Zone

 to LLR : Large Lot Residential Zone



Area that is requested for rezoning

(SEE MAP)

Agenda Item #8

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

February 22, 2016

SUBJECT: *Zoning Change (C-14-2016GI)*

PROPOSAL: An application has been made to rezone 4 acres at the south end of Hillside Drive east of Engleman Road from TA Transitional Agriculture to LLR Large Lot Residential Zone.

OVERVIEW:

Site Analysis

Current zoning designation: **TA-** Residential Development

Permitted and conditional uses: **TA-** Agricultural uses, recreational uses and residential uses at a density of 1 unit per 20 acres with limited exceptions including one ½ acre lot per 80 acre parcel or splitting an existing farmstead (10 year old) from a parcel of 20 acres.

Comprehensive Plan Designation: Low to Medium Density Residential
Existing land uses: Vacant Ground-Trees

Adjacent Properties Analysis

Current zoning designations:

Permitted and conditional uses:

North: LLR- Large Lot Residential
East, South, and West: TA Transitional Agriculture
LLR- Agricultural uses, recreational uses and residential uses at a density of 2 dwelling units per acre
TA- Agricultural uses, recreational uses and residential uses at a density of 1 unit per 20 acres with limited exceptions including one ½ acre lot per 80 acre parcel or splitting an existing farmstead (10 year old) from a parcel of 20 acres.

Comprehensive Plan Designation: **East West, North and South:** Low to Medium Density Residential

Existing land uses: **North:** Houses in Large Lot Residential Zone
East: Existing home on large lot
West and South: Farm Ground

EVALUATION:

Positive Implications:

- *In general conformance with the City's Comprehensive Land Use Plan:* This particular site is designated Low to Medium Density Residential within the plan.
- *Monetary Benefit to Applicant:* As always this change has the potential to benefit the applicant monetarily.
- *Consistent with the zoning to the north and the use to the east.* The houses on the north are all zoned LLR.

Negative Implications:

- *None foreseen*

Other

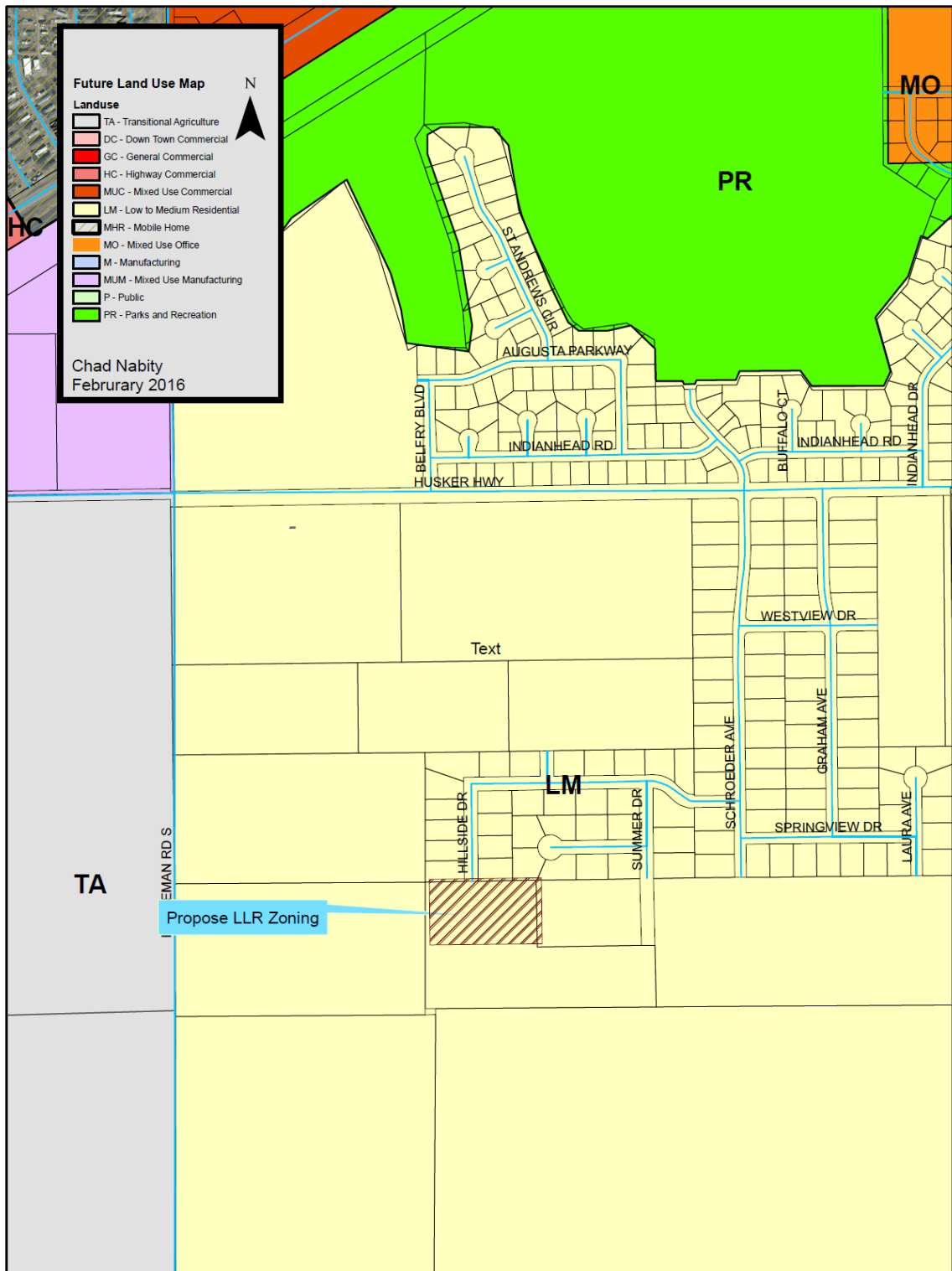


Figure 1 Future Land Use Map from the Grand Island Comprehensive Plan

RECOMMENDATION:

That the Regional Planning Commission recommends that the Grand Island City Council change the zoning on this site from TA – Transitional Agriculture Zone to LLR Large Lot Residential Zone.

_____ Chad Nabity



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item E-4

Public Hearing on Section 5311 Operating Assistance Application Regarding Transit Services

Council action will take place under Request and Referrals item H-3.

Staff Contact: Chad Nabity, Regional Planning Director

Council Agenda Memo

From: John Collins PE, Public Works Director

Meeting: March 22, 2016

Subject: Public Hearing on Section 5311 Operating Assistance Application Regarding Transit Services

Presenter(s): Chad Nabity, Regional Planning Director

Background

Since the mid-1970s, Hall County, using Section 5311 Rural Transit Funding, has provided elderly and para-transit services through Senior Citizens Industries, Inc. Over the years, this service has evolved into a full-scale, portal-to-portal transit service, providing transportation to all residents of Hall County through a combination of buses and discounted cab vouchers.

In March of 2012, the City of Grand Island Census Defined Urbanized Area reached a population of greater than 50,000 people and Grand Island was classified as a metropolitan statistical area. This designation changes the funding streams and responsibilities for a number of programs, including those used to provide Transportation Services within the City of Grand Island. With this new designation, Section 5307 Urban Transit Funds became available to the City of Grand Island. On September 25, 2012 the Grand Island City Council authorized the Mayor to send a letter requesting the City of Grand Island be named the recipient of these transit funds. The Governor then approved the request.

On August 26, 2014 City Council approved Resolution No. 2014-259 which allowed for the City to fund transit services within the City through the existing contract between Hall County and Senior Citizen Industries, Inc., until such time the City is ready to authorize a separate contract for the provision of transit services within the City.

Discussion

It is now time for the City to prepare for management of the transit service through Section 5307 funding. This will allow the City to be the direct recipient of such funding, which is approved through the Metropolitan Planning Organization (MPO), from the Federal Government.

The City is to assume management of the transit service on July 1, 2016; therefore a Request for Proposals is currently being developed to solicit vendors for providing transit services.

The chosen transit service vendor will be presented to City Council for contract approval.

This public hearing is being held to notify the public and take comments on the change of funding streams for transit programs within the urbanized area of the City of Grand Island.



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item E-5

Public Hearing on Development of 2017-2019 Consolidated Plan Including Fiscal Year 2017 Action Plan for CDBG Activities

Council action will take place under Request and Referrals item H-4.

Staff Contact: Charley Falmlen

Council Agenda Memo

From: Charley Falmlen, Community Development

Meeting: March 22, 2016

Subject: Public Hearing on Development of 2017-2019 Consolidated Plan Including Fiscal Year 2017 Action Plan for CDBG Activities

Presenter(s): Charley Falmlen, Community Development

Background

Grand Island began the process of becoming an Entitlement Community in September 2015. A large part of the planning process for this Community Development Block Grant (CDBG) model is the creation of the 3, 4 or 5-year Consolidated Plan, which also includes the Annual Action Plan. The City has chosen to complete a 3-year Consolidated Plan. The Annual Action Plan for Fiscal Year 2017 is included in the Consolidated Plan for 2017-2019. A separate Annual Action Plan is prepared for each Fiscal Year, in which a Consolidated Plan is not created.

The Consolidated Plan represents the City's goals for CDBG funding in broad scope, it identifies the areas and focus of CDBG priorities. The Annual Action Plan breaks down the priorities and lists specific dollar amounts and which projects will be funded in the following fiscal year.

Discussion

To gain perspective on the City's goals for funding priorities over the next 3 years and to meet the consultation requirements of the Consolidated Plan, the City created and distributed a "Community Needs Assessment" to the organizations and groups that HUD identified in the consultation requirements. The survey asked respondents to rank priorities that were identified by merging Grow Grand Island goals with CDBG National Objectives the 5 Priorities are as follows:

- Increase Quality & Affordable Housing Options
- Improve Public Facilities
- Create Re-Investment Opportunities in Downtown
- Cultivate Small and Emerging Businesses
- Support Public Services for Neighborhoods and Vulnerable Populations

These priorities and their ranking are elaborated on in the Power Point presentation.

Alternatives

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

1. Accept the report on the Development of 2017-2019 Consolidated Plan Including Fiscal Year 2017 Action Plan for CDBG Activities
2. Do not accept the Development of 2017-2019 Consolidated Plan Including Fiscal Year 2017 Action Plan for CDBG Activities

Recommendation

City Administration recommends that the Council accept the Development of 2017-2019 Consolidated Plan Including Fiscal Year 2017 Action Plan for CDBG Activities

Sample Motion

Move to accept the Development of 2017-2019 Consolidated Plan Including Fiscal Year 2017 Action Plan for CDBG Activities.

March 22, 2016

Development of 2017-2019
Consolidated Plan Including Fiscal Year
2017 Action Plan for CDBG Activities

Objective

To inform the public of the priorities identified by the Community Needs Assessment and the planned priorities for CDBG funding through the 2017-2019 Consolidated Plan and Fiscal Year 2017 Annual Action Plan.

HUD requires the Community Development Division to hold one public hearing during the planning process, and another once the plan is complete and ready for submission.

The Funding Priorities

To gain perspective on the City’s goals for funding priorities over the next 3 years and to meet the consultation requirements of the Consolidated Plan, the City created and distributed a “Community Needs Assessment” to the organizations and groups that HUD identified in the consultation requirements. The survey asked respondents to rank priorities that were identified by merging Grow Grand Island goals with CDBG National Objectives the 5 Priorities are as follows :

- Increase Quality & Affordable Housing Options
- Improve Public Facilities
- Create Re-Investment Opportunities in Downtown
- Cultivate Small and Emerging Businesses
- Support Public Services for Neighborhoods and Vulnerable Populations

Methodology

Survey respondents were asked to rank each priority on a scale of 1 to 5. Each ranking was awarded a point value, for example if a priority was ranked #1, it received 1 point. If it was ranked #2, it received 2 points and so on for each priority on each survey.

Therefore, the priority that received the **lowest** score, was considered the **highest** priority.

#1 Increase Quality & Affordable Housing Options (83 Points)

GranderVision: #3, #4, #8

GGI: 5.9

CDBG National Objectives: Acquisition of Real Property, Rehabilitation, Construction of Housing, Code Enforcement, Homeownership Assistance

Annual Action Plan Possibilities:

- ☛ **Housing Development Corporation (Purchase, Rehab, Resell and Down Payment Assistance)**
- ☛ **Downtown Upper Story Grant Support**
- ☛ **Incentives for CROWN Developments**
- ☛ **Rental Housing Assistance Program for Veterans**

#2 Cultivate Small and Emerging Business (136 Points)

GrandVision: #16

GGI: 1.1, 2.2

CDBG National Objectives: Code Enforcement, Special Economic Development Activities, Microenterprise Assistance

Annual Action Plan Possibilities:

- ☛ Small Business Rent Assistance
- ☛ Parking Lot Improvements (4th Street & Downtown)
- ☛ Develop 3rd Street CRA Lot
- ☛ Planning Grant for Downtown BID

#3 Support Public Services for Neighborhoods & Vulnerable Populations (143 Points)

GranderVision: #14, #15, #18

GGI: 5.14, 5.15

CDBG National Objectives: Public Facilities and Improvements, Public Services, Code Enforcement

Annual Action Plan Possibilities:

- ☛ Support for Homeless Shelters/Crisis Centers
- ☛ Fund a study/research plan for citywide Homelessness Strategy
- ☛ Development of Neighborhood Associations including training and workshops

#4 Improve Public Facilities (147 Points)

GranderVision: #12, #18

GGI: 3.3

CDBG National Objectives: Public Facilities and Improvements, Rehabilitation, Code Enforcement, Special Economic Development Activities

Annual Action Plan Possibilities:

- ☞ **Parking Lot Improvements (4th Street & Downtown)**
- ☞ **Develop 3rd Street CRA Lot**
- ☞ **Planning Grant for Downtown BID**
- ☞ **Development of Neighborhood Associations including training and workshops**

#5 Create Re-Investment Opportunities in Downtown (164 Points)

Grander Vision: #7

GGI: 5.1

CDBG National Objectives: Rehabilitation, Special Economic Development Activities, Microenterprise Assistance

Annual Action Plan Possibilities:

- ☛ Parking Lot Improvements (4th Street & Downtown)
- ☛ Develop 3rd Street CRA Lot
- ☛ Planning Grant for Downtown BID
- ☛ Downtown Upper Story Grant Support
- ☛ Small Business Rent Assistance (would not be limited to downtown, but would further downtown development)

Overview

The next step in the Consolidated Plan and Annual Action Plan process is for City staff to identify which Annual Action Plan Possibilities are most feasible and assign a dollar amount to them based on funding availability.

HUD recently announced that the City of Grand Island will receive \$ \$348,927 in CDBG Funds for fiscal year 2017. Community Development Administration fees will come out of the sum, and the remainder will go to eligible projects.

Community Development has also created a Stakeholders group to serve as a consultation body during the process of deciding on CDBG funding amounts.

The next public hearing which will review the exact dollar amounts for each project will be held in late June or early July.



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item E-6

Public Hearing on Progress of Current CDBG Activities

Council action will take place under Request and Referrals item H-5.

Staff Contact: Charley Falmlen

Council Agenda Memo

From: Charley Falmlen, Community Development
Meeting: March 22, 2016
Subject: Public Hearing on Progress of Current CDBG Activities
Presenter(s): Charley Falmlen, Community Development

Background

The City of Grand Island currently has five active Community Development Block Grants (CDBG.) As part of the City's Citizen Participation Plan for State CDBG Activities, the City is required to present a 2nd Public Hearing, in addition to the initial Public Hearing requesting approval for application.

The currently active CDBG grants are:

10-ED-010 – Economic Development of Platte Valley Industrial Park East
12-DTR-104 – Downtown Revitalization Phase II
13-CR-002 – Comprehensive Revitalization Phase I
13-CR-102 - Comprehensive Revitalization – Phase I Supplemental
14-CR-002 – Comprehensive Revitalization – Phase II

Discussion

An overview of all active CDBG projects will be elaborated on in the slide show presentation.

Alternatives

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

1. Accept the report on the Progress of Current CDBG Activities.
2. Do not accept the report of the Progress of Current CDBG Activities.

Recommendation

City Administration recommends that the Council accept the report on Progress of Current CDBG Activities.

Sample Motion

Move to accept the report of the Progress of Current CDBG Activities.

March 22, 2016

Progress of CDBG Activities

Objective

To inform the public of the current status of CDBG activities and projects in the City of Grand Island.

The State requires the City to hold one public hearing during the progress of CDBG projects as a matter of due diligence to the public in regard to the use of these Federal funds.

ACTIVE CDBG GRANTS

GRANT	AMOUNT	USE	CLOSEOUT
10-ED-010	\$935,000	PVIP - EAST	3-25-2017
12-DTR-104	\$370,000	KC PLAZA & DOWNTOWN REVITALIZATION FUND GRANT (TCB)	4-12-2016
13-CR-002 & SUPPLEMENTAL	\$530,000	4 TH STREET & LION'S CLUB PARK	9-29-2016
14-CR-002	\$220,000	4 TH STREET & LION'S CLUB PARK	9-29-2016

10-ED-010

This grant provided funds to develop infrastructure at Platte Valley Industrial Park - East

- Conditional Grant which requires the creation of 37 jobs made available to Low-Moderate Income individuals
- Hendrix – ISA secured as business January 2016
- Community Development Division currently working with EDC to ensure proper documentation of job creation
- Extension will be required – as jobs must be documented in place for one full year

12-DTR-104

This grant provided funding for development of Downtown Initiatives

- ☛ KC Plaza (primarily CDBG Funds) completed in October 2015
- ☛ The Chocolate Bar Awarded Downtown Revitalization Grant in November 2015
- ☛ The Chocolate Bar finished construction on March 16, 2016
- ☛ Project closeout to happen within next 20 days.

13-CR-002, 13-CR-102 & 14-CR-002

- Originally granted to do Owner Occupied Rehab (OOR) and Storm Sewers along 4th & 5th Street
- Project has changed greatly in scope, little interest in OOR
- Project directed towards ADA ramps and sidewalks along 4th & 5th Street
- Project currently being re-designed in house to include Lion's Club Park updates
- Construction to begin Spring 2016

Overview

With the exception of documenting job creation for 10-ED-010, the Community Development Division intends to have all CDBG projects with the State closed out before the transition to the Entitlement model becomes active on October 1, 2016.

Despite having a closed status, the Community Development Division will have onsite and desktop monitoring visits from the State past the point of grant closeout.



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item F-1

#9579 – Consideration of Request to Rezone Property located at the South End of Hillside Drive from TA – Transitional Agriculture to LLR – Large Lot Residential (Paul Mader)

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9579

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land located in a part of the W ½ of Section 35 Township 11 North, Range 10 West of the 6th PM in Hall County, Nebraska, from TA Transitional Agriculture Zone and LLR Large Lot Residential; directing the such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-44; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on March 2, 2016, held a public hearing and made a recommendation on the proposed zoning of such area; and

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

WHEREAS, after public hearing on March 22, 2016, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned, reclassified and changed from TA Transitional Agriculture Zone to LLR Large Lot Residential Zone:

A tract of land commencing at the southwest corner of Lot 16, Westroads Estates Fourth Subdivision; thence on and assumed bearing of N89°28'40"E, along the south line of Lots 16, 17, and 29, Westroads Estates Fourth Subdivision, a distance of 566.16 feet to the northwest corner of Lot 1, Westroads Estates Fifth Subdivision; Thence S00°27'38"E, along the west line of said Lot 1 Westroads Estates Fifth Subdivision, a distance of 341.08 feet to the southwest corner of said Lot 1, Westroads Estates Fifth Subdivision; thence S89°28'11"W a distance of 566.56 feet; thence N00°23'36"W a distance of 341.17 feet to the Point of beginning, all located in the W ½ of Section 35 Township 11 North, Range 10 West of the 6th PM in Hall County, Nebraska

Approved as to Form	▣ _____
October 18, 2006	▣ City Attorney

ORDINANCE NO. 9579 (Cont.)

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-51 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

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

Enacted: March 22, 2016

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item G-1

Approving Minutes of March 8, 2016 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

March 8, 2016

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 March 8, 2016. Notice of the meeting was given in *The Grand Island Independent* on March 2, 2016.

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

Mayor Jensen introduced Community Youth Council member Sarah Sugita and board member Erin Blauhorn.

INVOCATION was given by Pastor Caroline Price-Gibson, First Presbyterian Church, 2103 West Anna Street followed by the PLEDGE OF ALLEGIANCE.

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

#2016-BE-2 - Consideration of Determining Benefits for 2015 Weed/Nuisance Abatement Program. Assistant City Attorney Stacy Nonhof reported that City Code allowed for abating nuisances on properties. The City Council was asked to determine the benefits for nuisance abatement and the weed abatement program for 2015. Staff recommended approval. Discussion was held regarding the process and repeat offenders.

Motion by Donaldson, second by Stelk to approve Resolution #2016-BE-2. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Fitzke, second by Stelk to return to Regular Session. Motion adopted.

PUBLIC HEARINGS:

Public Hearing on Request from Heritage Hospitality, LLC dba Mainstay Suites, 3051 South Locust Street for a Class "I" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "I" Liquor License had been received from Heritage Hospitality, LLC dba Mainstay Suites, 3051 South Locust Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on February 20, 2016; notice to the general public of date, time, and place of hearing published on February 27, 2016; notice to the applicant of date, time, and place of hearing mailed on February 11, 2016; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections and completion of a state approved alcohol server/seller training program. Staff

recommended approval. Ralph Bradley, 132 Ponderosa Drive, attorney for the applicant spoke in support. No further public testimony was heard.

Public Hearing on Request from Viaero Wireless for a Conditional Use Permit for a Wireless Telecommunication Tower located at 1801 Santa Anita Drive. Building Department Director Craig Lewis reported that Viaero Wireless had submitted an application for a Conditional Use Permit for a 75' monopole telecommunication tower located at 1801 Santa Anita Drive. Staff recommended approval. Chris Riha, 3560 Hillside Drive representing Viaero spoke in support. No further public testimony was heard.

Public Hearing on Acquisition of Utility Easement at 2304 Memorial Park Road (Joan Kirkpatrick). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 2304 Memorial Park Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The Utilities Department had an existing overhead power line along the southerly side of the Kirkpatrick property. The line was originally built in approximately 1951. At the time of its initial installation, no easement was acquired as it only severed the grantor's property. The power line needs to be rebuilt, upgraded and brought up to current design configuration. The easement would clear up the gap in access for operation and maintenance of the electrical infrastructure. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement at 3763 West Capital Avenue (TS12 Phase II, LLC). Public Works Director John Collins reported that an additional public utility easement was needed to accommodate public utilities for redevelopment of the property at 3763 West Capital Avenue. The easement would allow for the construction, operation, maintenance, extension, repair, replacement, and removal of public utilities within the easement. Staff recommended approval. No public testimony was heard.

ORDINANCES:

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

#9577 - Consideration of Determining Benefits for 2015 Weed/Nuisance Abatement Program

#9578 - Consideration of Amendments to Chapter 15 of the Grand Island City Code Relative to Electricity

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

#9577 - Consideration of Determining Benefits for 2015 Weed/Nuisance Abatement Program

Motion by Stelk, second by Haase to approve Ordinance #9577.

City Clerk: Ordinance #9577 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 #9577 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9577 is declared to be lawfully adopted upon publication as required by law.

#9578 - Consideration of Amendments to Chapter 15 of the Grand Island City Code Relative to Electricity

Utilities Director Tim Luchsinger reported that in review of Chapter 15, Electricity, of the City Code for recent required revisions, City staff came across inaccuracies due to changes over time and opted to conduct substantial edits that reflect current terminologies and organizational structure currently in place in the City. Also included was an addition of actual cost of air emission control reagents used by power plants to the calculation for the Power Cost Adjustment resulting in a rate increase of 1½ to 2%.

Discussion was held regarding fuel additives, air emissions, and fuel cost adjustments.

Motion by Haase, second by Paulick to approve Ordinance #9578.

City Clerk: Ordinance #9578 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 #9578 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9578 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda item G-5 (Resolution #2016-42) was pulled for further discussion. Motion by Minton, second by Jones to approve the Consent Agenda excluding item G-5. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of February 23, 2016 City Council Regular Meeting.

#2016-39 - Approving Bid Award for Unit # 1686 - Truck Chassis with Service Crane Body & Tip Mounted Hydraulic Capstan - Underground Division with Dillon Ford of Ceresco, NE in an Amount of \$101,528.00.

#2016-40 - Approving Bid Award for Water Main Project 2015-W-10 - Citation Way & Gulf Stream Drive with The Diamond Engineering Company of Grand Island, NE in an Amount of \$221,965.04.

#2016-41 - Approving Bid Award for Transmission Line Work - Line 1093 with Watts Electric Company of Waverly, NE in an Amount of \$1,493,900.79.

#2016-42 - Approving Bid Award for Paving Project 2015-P-6 - Jefferson Street from 3rd Street to South Front Street with The Diamond Engineering Company of Grand Island, NE in an Amount of \$218,749.16. Comments were made regarding the positive work the Utilities Department was doing with this project.

Motion by Nickerson, second by Minton to approve Resolution #2016-42. Upon roll call vote, all voted aye.

#2016-43 - Approving Bid Award for Precipitator, Bottom Ash and Boiler Industrial Cleaning - Spring 2016 with Meylan Enterprises of Omaha, NE in an Amount of \$164,981.80.

#2016-44 - Approving Purchase of a One (1) Ton Truck with Utility Body (Unit #1679) for the Utilities Department, Underground Division from the State Contract #14330 OC with Sid Dillon of Ceresco, NE in an Amount of \$50,961.00.

#2016-45 - Approving Acquisition of Utility Easement - 2304 Memorial Park Road (Joan Kirkpatrick).

#2016-46 - Approving Purchase of 2017 Truck with 55 Foot Articulating Overcenter Aerial Device (Unit #1555) - Electric Overhead Division with Altec Industries, Inc. in an Amount of \$272,507.00.

#2016-47 - Approving Acquisition of Utility Easement at 3763 West Capital Avenue (TS12 Phase II, LLC).

#2016-48 - Approving Change Order No. 4 to the Contract with Van Kirk Brothers Contracting of Sutton, NE for Sanitary Sewer District No. 528 and No. 530T for an Increase of \$40,351.55 and a Revised Contract Amount of \$3,450,814.22.

#2016-49 - Approving Request from the YMCA for Permission to Use City Streets and State Highway for the 2016 June Jamboree Race.

#2016-50 - Approving Amendment No. 2 to Agreement for Engineering Consulting Services for Step 7 Detailed Site Assessment at the Former Grand Island Disposal Area with G.N. Kuhn Engineering, LLC of Omaha, NE for an Increase of a Maximum Amount of \$23,193.00 and a Revised Agreement Amount of \$114,593.00.

#2016-51 - Approving Purchase of a New Heated Rubberized Asphalt Crack Sealing Machine for the Street Division from Logan Contractors Supply of Omaha, NE in an Amount of \$35,677.00.

#2016-52 - Approving Change Order No. 6 for North Interceptor Phase II; Project No. 2013-S-4 with S.J. Louis Construction, Inc. of Rockville, MN for a Net Zero Cost Change.

#2016-53 - Approving Certificate of Final Completion and Scheduling the Board of Equalization for Sanitary Sewer District No. 535T, Ext of Sanitary Sewer to Serve Part Lot 1; Voss Subdivision, Lots 1 & 2 Windolph's Subdivision, and Part NW ¼ of Section 14, Township 11 N, Range 9 W with Merryman Excavation, Inc. of Woodstock, IL.

#2016-54 - Approving Certificate of Final Completion and Scheduling the Board of Equalization for Sanitary Sewer District No. 537T, Ext of Sanitary Sewer to Serve Lot One (1) and Lot Two (2), TLST Spiehs Subdivision and Part of the N Ten (10) Acres of the W Half of the NW Quarter(W1/2NW1/4) with S.J. Louis Construction, Inc. of Rockville, MN.

#2016-55 - Approving Request from Heritage Hospitality, LLC dba Mainstay Suites, 3051 South Locust Street for a Class "I" Liquor License and Liquor Manager Designation for Crystal Carr-Sherman, PO Box 266, Alda, NE.

#2016-56 - Approving Change Order #2 for The Chocolate Bar - Banquet Hall with Fox Construction of Grand Island, NE for no Increase in the Contract Amount.

REQUESTS AND REFERRALS:

Consideration of Approving Request from Viaero Wireless for a Conditional Use Permit for a Wireless Telecommunication Tower located at 1801 Santa Anita Drive. This item was related to the aforementioned Public Hearing. Discussion was held regarding the abandonment of telecommunication poles. Mr. Lewis stated it was addressed in City Code.

Motion by Haase, second by Stelk to approve the request from Viaero Wireless for a Conditional Use Permit for a Wireless Telecommunication Tower located at 1801 Santa Anita Drive. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Donaldson, second by Minton to approve the Claims for the period of February 24, 2016 through March 8, 2016 for a total amount of \$4,962,052.36. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 7:46 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item G-2

Approving Minutes of March 15, 2016 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

March 15, 2016

Pursuant to due call and notice thereof, a Study Session 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 March 15, 2016. Notice of the meeting was given in the *Grand Island Independent* on March 10, 2016.

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

Mayor Jensen introduced Community Youth Council member Sarah Sugita.

INVOCATION was given by Community Youth Council member Sara Sugita followed by the PLEDGE OF ALLEGIANCE.

SPECIAL ITEMS:

Discussion Regarding Creating a Tree Board. Parks and Recreation Director Todd McCoy reported that a Tree Board was a group of people responsible for overseeing management of the community trees; also known as the urban forest. This board was usually created by ordinance. It would be made up of municipal staff, local citizens and/or tree care professionals. Grand Island had a Tree Board over 30 years ago.

The Tree Board would assess the community urban forest situation using some type of inventory to determine short-and long-range program goals and objectives. They would develop and review annually a comprehensive community forestry plan and would advise the Mayor, City Council, and various departments on matters concerning trees and related resources. Recommendations from the Tree Board may include policy changes and specific urban forestry projects.

The Tree Board would also educate residents on matters concerning the betterment of trees and related resources along with coordinate or conduct special projects for the betterment of the urban forest. Such projects should be included in annual plans. They also would keep abreast of current trends and issues in urban forestry through appropriate training and development.

Mr. McCoy stated issues facing Grand Island with regard to urban forestry was the need for planning and education regarding looming diseases and threats to trees in Grand Island. The Emerald Ash Borer, Pine Wilt, Oak Wilt, and other diseases had or soon would have a dramatic impact to our community's urban forest. The City was not heavily involved in promoting or

managing street trees which the Tree Board could help with. The City did not have a recently updated tree inventory which could be a responsibility of the Tree Board. It was important to start increasing species diversity with regards to street and park trees in Grand Island.

Justin Everton representing the Nebraska Forest Service and Nebraska State Arboretum encouraged the City to create a Tree Board. Kelly Markham, 115 Lakeview Drive #118 asked what the terms of the board would be. Mr. McCoy stated the details would be worked out when the Council approve the board by ordinance.

Discussion was held concerning the boards scope of work and that they would submit recommendations to the Council. Planning for the Emerald Ash Borer was mentioned. Mr. McCoy stated this would be a volunteer board and there was no funding at this time for the Tree Board but they could apply for grants. Mr. McCoy stated there were several people interested in serving on the Tree Board. Comments were made concerning replacement of trees, preventive measures, and inventory of the trees in Grand Island.

Grand Island Electric Generation Update. Utilities Director Tim Luchsinger gave a background on the Utilities Department's current and planned electric generation plans. The EPA Clean Power Plan was one of the primary drivers of electric generation strategy in the United States. The purpose of this regulation was to reduce carbon dioxide emissions by about 30 percent by 2030.

The Clean Air Act Section 111(d) Clean Power Plan rule was published in August, 2015 which established greenhouse gas emission goals by state, 40% reduction was proposed for Nebraska. The state's plan was to be submitted to EPA by September, 2016 for achieving emission targets for 2020-2029 and 2030+. This rule was currently stayed by the Supreme Court.

The Clean Power Plan was to reduce greenhouse gas emissions through the following "building blocks":

- Improve existing coal power plant efficiencies
- Increase natural gas combined cycle generation
- Increase use of renewable energy sources (Renewable Energy Credits)
- Implementation of demand-side energy reduction programs originally proposed but not in final rule

Currently the Grand Island Utilities Department (GIUD) had wind participation with NPPD Power Purchase Agreements with Ainsworth, Elkhorn Ridge, Laredo Ridge, Broken Bow, and Springview. Future participation planned was with Prairie Breeze III for March of 2016 and Antelope County proposed for the end of 2016. The Power Purchase Agreements were for a term of 25 years with commercial operation by the 4th quarter of 2016. These had a firm energy cost with annual escalation and the cost was paid on energy produced with no upfront cost. The Power Purchase Agreements were executed by GIUD and Invenergy.

Mr. Luchsinger reviewed the following capacity additions:

	Year	Capacity	Cost
Platte Generating Station	1982	100 MW	\$80M
Burdick Gas Turbines 2 & 3	2003	68MW	\$50M
Nebraska City Unit 2	2009	35MW	\$40M
Whelan Energy Center Unit 2	2011	15MW	\$40M

Mr. Luchsinger stated in the future they would like to have 1/3 renewables and 2/3 fossil fuels to comply with regulations. Discussion was held concerning development in the future. Currently we were over capacity and Platte Generating Station (PGS) was being used less due to the lower operating costs in natural gas. Discussed were the comparison costs of coal, gas, and wind. Mentioned was that in the future PGS may be taken off line a few months out of the year. PGS had a possible life through 2030.

ADJOURNMENT: The meeting was adjourned at 8:16 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item G-3

Approving Appointment of Krae Dutoit to the Community Redevelopment Authority (CRA) Board

Mayor Jensen has submitted the appointment of Krae Dutoit to the Community Redevelopment Authority (CRA) board to replace Barry Sandstrom who retired. The appointment would become effective immediately upon approval by the City Council and would expire on September 30, 2017.

Staff Contact: Mayor Jeremy Jensen



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item G-4

Approving Liquor Manager Designations for Rob Reif, 930 Twin Ridge Road, Lincoln, NE for Hy-Vee Gas, 118 Wilmar Avenue and Hy-Vee Food Store, 115 Wilmar Avenue

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: March 22, 2016

Subject: Request from Rob Reif, 930 Twin Ridge Road, Lincoln, NE for Liquor Manager Designations with Hy-Vee Gas, 118 Wilmar Avenue and Hy-Vee Food Store, 115 Wilmar Avenue

Presenter(s): RaNae Edwards, City Clerk

Background

Rob Reif, 930 Twin Ridge Road, Lincoln, NE has submitted applications with the City Clerk's Office for Liquor Manager Designations in conjunction with Hy-Vee Gas, 118 Wilmar Avenue and Hy-Vee Food Store, 115 Wilmar Avenue.

These applications have been reviewed by the Police Department and City Clerk's Office.

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. See attached Police Department report. Mr. Reif has completed a state approved alcohol server/seller training program.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the request from Rob Reif, 930 Twin Ridge Road, Lincoln, NE for Liquor Manager Designation in conjunction with the Class “D-79661” Liquor License for Hy-Vee Gas, 118 Wilmar Avenue and Class “CK-79662” Liquor License for Hy-Vee Food Store, 115 Wilmar Avenue.

03/16/16
10:45

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 1

```

City : Grand Island
Occurred after : **:**:** **/**/****
Occurred before : **:**:** **/**/****
When reported : 13:20:00 03/11/2016
Date disposition declared : **/**/****
Incident number : L16031507
Primary incident number :
Incident nature : Liquor Lic Inv Liquor Lic Inv
Incident address : 118 Wilmar Ave
State abbreviation : NE
ZIP Code : 68803
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received :
Agency code : GIPD GIPD Grand Island Police Dept
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition :
Misc. number :
Geobase address ID :
Long-term call ID :
Clearance Code : CL CL Case Closed
Judicial Status :

```

=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	208260	03/16/16	Reif, Robert A	Liquor Manager
NM	131753	03/15/16	Hy-Vee,	Business
NM	131754	03/15/16	Hy-Vee Gas,	Business

LAW INCIDENT CIRCUMSTANCES:

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Se Circu Circumstance code      Miscellaneous
-----
1  LT12  LT12 Grocery/Supermarket

```

LAW INCIDENT NARRATIVE:

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**----- (lwmain09102603152016)**
Hy-Vee Gas and the Hy-Vee grocery store are changing their liquor
manager.  Rob
Reif is applying for the position.
~~----- (lwmain09102603152016)~~

```

LAW INCIDENT OFFENSES DETAIL:

Se	Offe	Offense code	Arson	Dama
1	AOFF	AOFF Alcohol Offense		0.00

LAW INCIDENT RESPONDERS DETAIL:

Se	Responding offi	Unit n	Unit number
1	Vitera D	318	Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	09:45:57 03/16/2016

318

Grand Island Police Department
Supplemental Report

Date, Time: Wed Mar 16 09:46:12 CDT 2016
Reporting Officer: Vitera
Unit- CID

Robert "Rob" Reif is applying to be the liquor manager at Hy-Vee Gas and the Hy-Vee grocery store. According to his application, Rob is married to Jennifer Reif, and they have lived in Lincoln for the last seven years. The prior three years they lived in Columbia, Missouri. Jennifer signed a Spousal Affidavit of Non-Participation form. Rob has worked for Hy-Vee since 1992. Rob did not disclose any convictions on his application. He supplied copies of documents required to be a manager which includes a birth certificate and voter registration information.

I checked Rob through Spillman and NCJIS. Rob did not have an entry in Spillman. He has one undisclosed speeding conviction in NCJIS. Rob attached a Nebraska State Patrol Criminal History report which says he has no criminal record in Nebraska. I don't believe that check covers all minor traffic convictions. A Nebraska DMV report would have to be utilized for that.

I also checked Rob through a paid law-enforcement only database and didn't find anything out of the ordinary. I did a general Internet search and found a lot of Rob and Robert Reif's most of whom are from Germany. Without doing an exhaustive search, I didn't pinpoint anything for the Rob Reif in this application. I ran Rob's name through NCIC and found that he doesn't have any outstanding warrants for his arrest. He also has a valid driver's license.

On paper, it appears that Rob Reif is a fit candidate to be a liquor manager. The Grand Island Police Department has no objection to his application.



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item G-5

#2016-57 - Approving Final Plat and Subdivision Agreement for Hayman's Second Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: March 22, 2016
Subject: Hayman's Second Subdivision – Final Plat
Presenter(s): Chad Naby, Regional Planning Director

Background

This property is located east of North Road and south of Stolley Park Road, in the City of Grand Island, in Hall County, consisting of 2 lots and 4.75 acres.

Discussion

The plat for Hayman's Second Subdivision was considered by the Regional Planning Commission at the March 2, 2016 meeting.

A motion was made by Connick and seconded by Rainforth to **approve** and recommend that City Council **approve** the final plat of Hayman's Second Subdivision.

A roll call vote was taken and the motion passed with 11 members present (Huisman, Connick, Sears, O'Neill, Ruge, Maurer, Apfel, Monter, Rainforth, Hoggatt and Kjar) voting in favor and no members present abstaining.

Alternatives

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

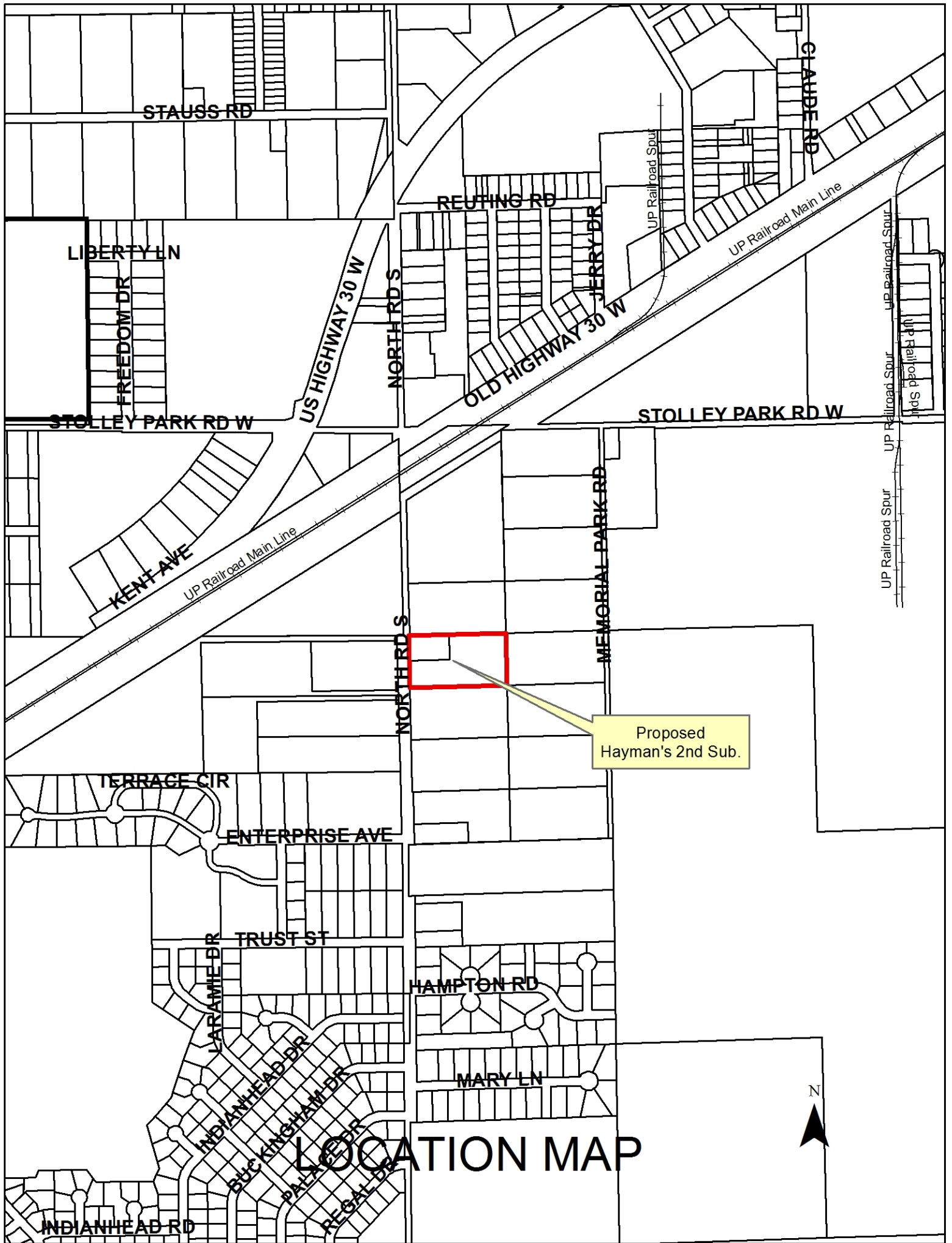
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the final plat as presented.

Sample Motion

Move to approve as recommended.



Handlers Land LLC
2419 S North Rd
Grand Island NE 68803
Developers/Owners

To create 2 lots on a tract of east of North Road and south of Stolley Park Road, in the City of Grand Island, in Hall County.

Size: 4.75 Acres.

Zoning: M1 – Light Manufacturing.

Road Access: City roads.

Water Public: City water.

Sewer Public: City sewer.



February 17, 2016

Dear Members of the Board:

RE: Final Plat – Hayman’s 2nd Subdivision.

For reasons of Section 19-923 Revised Statutes of Nebraska, as amended, there is herewith submitted a final plat of Hayman’s 2nd Subdivision, located in Grand Island, in Hall County, Nebraska.

This final plat proposes to create 2 lots, a Replat of all of Lot 12, Hayman’s Subdivision, in the City of Grand Island, Hall County, Nebraska, said tract containing 4.75 acres.

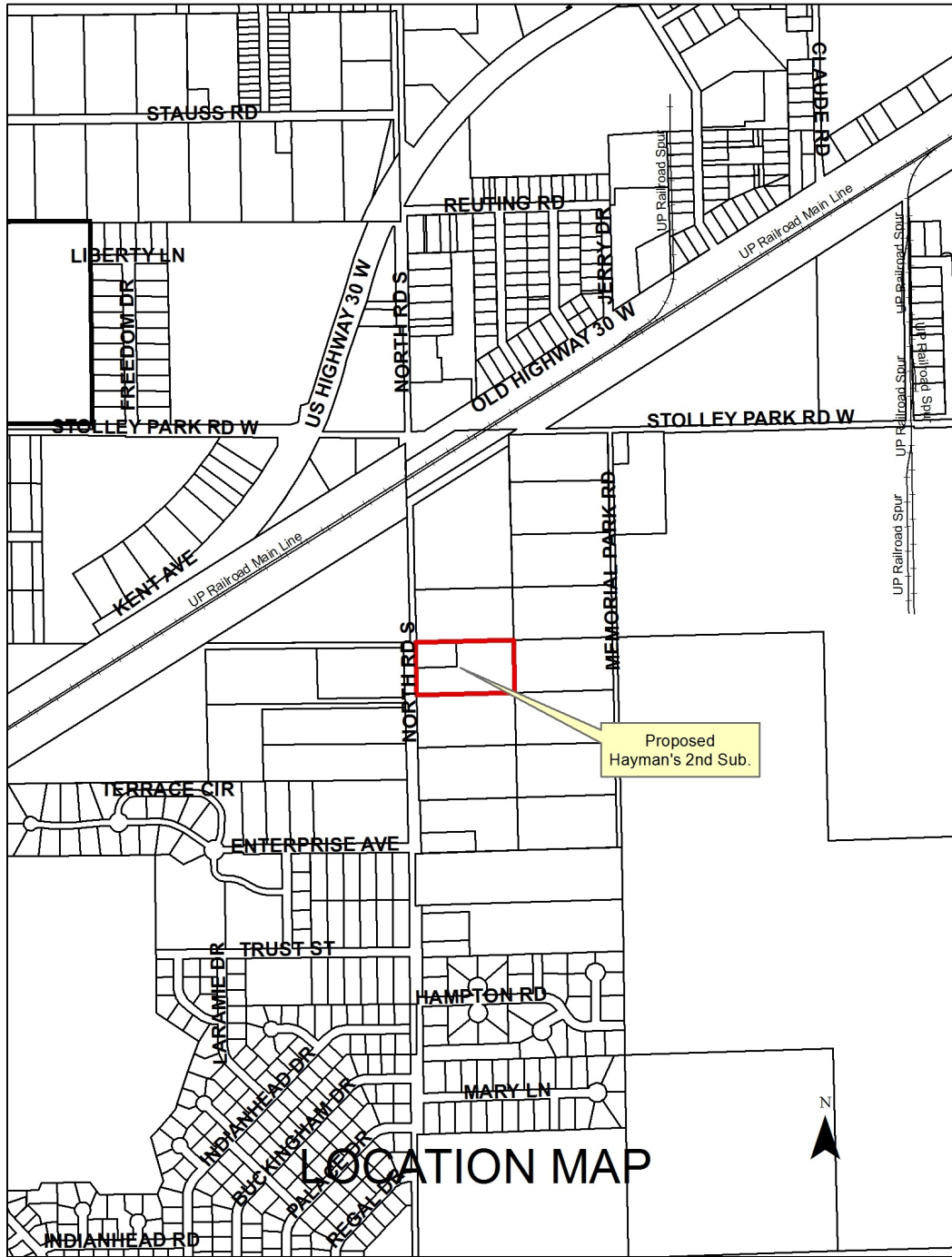
You are hereby notified that the Regional Planning Commission will consider this final plat at the next meeting that will be held at 6:00 p.m. on March 2, 2016 in the Council Chambers located in Grand Island's City Hall.

Sincerely,

Chad Nabity, AICP
Planning Director

Cc: City Clerk
City Attorney
City Public Works
City Utilities
City Building Director
Manager of Postal Operations
Olsson & Associates

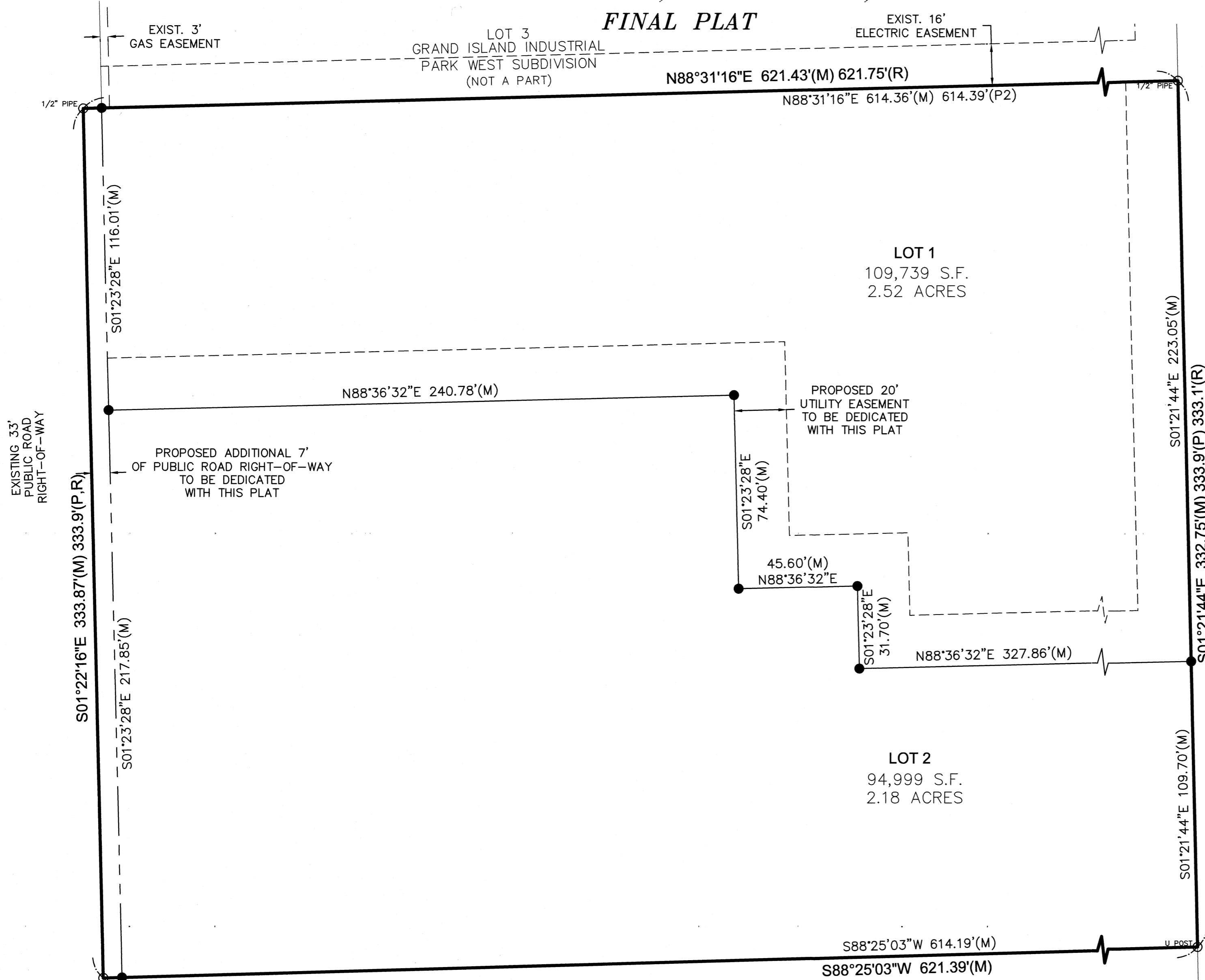
This letter was sent to the following School Districts 1R, 2, 3, 19, 82, 83, 100, 126.



HAYMAN'S SECOND SUBDIVISION

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

FINAL PLAT



LEGAL DESCRIPTION

A REPLAT OF ALL OF LOT 12, HAYMAN'S SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 207,121 SQUARE FEET OR 4.75 ACRES MORE OR LESS OF WHICH 0.055 ACRES ARE NEW DEDICATED ROAD RIGHT-OF-WAY.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON _____, 2016, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF "HAYMAN'S SECOND SUBDIVISION" IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

JAI JASON ANDRIST, REGISTERED LAND SURVEYOR NUMBER, LS-630

DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT HANDLERS LAND, LLC, BEING THE OWNER OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "HAYMAN'S SECOND SUBDIVISION" IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND DO HEREBY DEDICATE THE EASEMENTS, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS THERETO, AND HEREBY PROHIBITING THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS; AND THAT THE FOREGOING SUBDIVISION IS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT _____, NEBRASKA THIS ____ DAY OF _____, 2016.

BY: _____
DAVID E. LOEFFLER, PARTNER, HANDLERS LAND, LLC

ACKNOWLEDGMENT

STATE OF NEBRASKA SS
COUNTY OF HALL
ON THIS ____ DAY OF _____, 2016, BEFORE ME _____ NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED DAVID E. LOEFFLER, PARTNER, HANDLERS LAND, LLC, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT GRAND ISLAND, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

APPROVAL

SUBMITTED TO AND APPROVED BY THE REGIONAL PLANNING COMMISSION OF HALL COUNTY, CITIES OF GRAND ISLAND, WOOD RIVER, AND THE VILLAGES OF ALDA, CAIRO, AND DONIPHAN, NEBRASKA.

CHAIRMAN _____ DATE _____

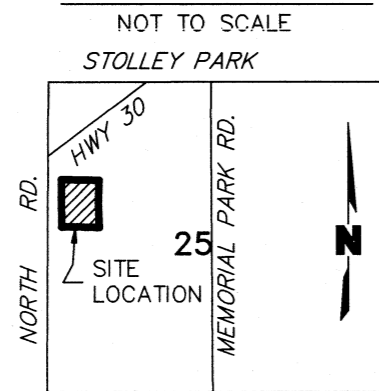
APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

THIS ____ DAY OF _____, 2016.

MAYOR _____

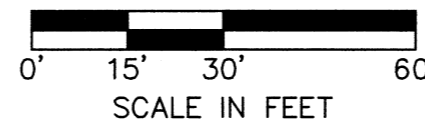
CITY CLERK _____

LOCATION MAP



LEGEND

- SET CORNER (5/8"x24" REBAR W/CAP)
- FOUND CORNER (AS NOTED)
- PROPERTY LINE
- PROPOSED SUBDIVISION LINE
- - - PROPOSED UTILITY EASEMENT LINE
- M MEASURED DISTANCE
- R RECORDED DISTANCE
- P PLATTED DISTANCE (HAYMAN'S SUB)
- P2 PLATTED DISTANCE (GRAND ISLAND INDUSTRIAL PARK WEST SUB)



OWNERS: HANDLERS LAND, LLC
SUBDIVIDER: HANDLERS, LLC
SURVEYOR: OLSSON ASSOCIATES
ENGINEER: OLSSON ASSOCIATES
NUMBER OF LOTS: 2



201 East 2nd Street
P.O. Box 1072
Grand Island, NE 68802-1072
TEL 308.384.8750
FAX 308.384.8752

PROJECT NO. 2016-0006
CHIEF INDUSTRIES
HAYMAN'S 2ND SUB SURVEY
FB GI 2015-5

DWG: F:\2016\0001-0500\016-0006\40-Design\Survey\SRVY\Sheets\V_FP_2016-0006.dwg
DATE: Feb 11, 2016 12:31pm
USER: jarmirez
XREFS: V_XTPO_016-0006

RESOLUTION 2016-57

WHEREAS, Handlers Land, LLC, being the owner of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "HAYMAN'S SECOND SUBDIVISION", a replat of all of Lot 12, Hayman's Subdivision, in the City of Grand Island, Hall County, Nebraska, and has caused a plat thereof to be acknowledged by them; and

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 22, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 18, 2016	☐ City Attorney



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item G-6

**#2016-58 - Approving Final Plat and Subdivision Agreement for
Maderville Estates Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: March 22, 2016
Subject: Maderville Estates – Final Plat
Presenter(s): Chad Nabity, Regional Planning Director

Background

This property is located east of Engleman Road and south of Husker Highway, in the two mile extra territorial jurisdiction of the City of the City of Grand Island, in Hall County, consisting of 2 lots and 4.44 acres.

Discussion

The plat for Maderville Estates was considered by the Regional Planning Commission at the March 2, 2016 meeting.

A motion was made by Connick and seconded by Rainforth to **approve** and recommend that City Council **approve** the final plat of Maderville Estates Subdivision.

A roll call vote was taken and the motion passed with 11 members present (Huisman, Connick, Sears, O’Neill, Ruge, Maurer, Robb, Monter, Rainforth, Hoggatt and Kjar) voting in favor and no members present abstaining.

Alternatives

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

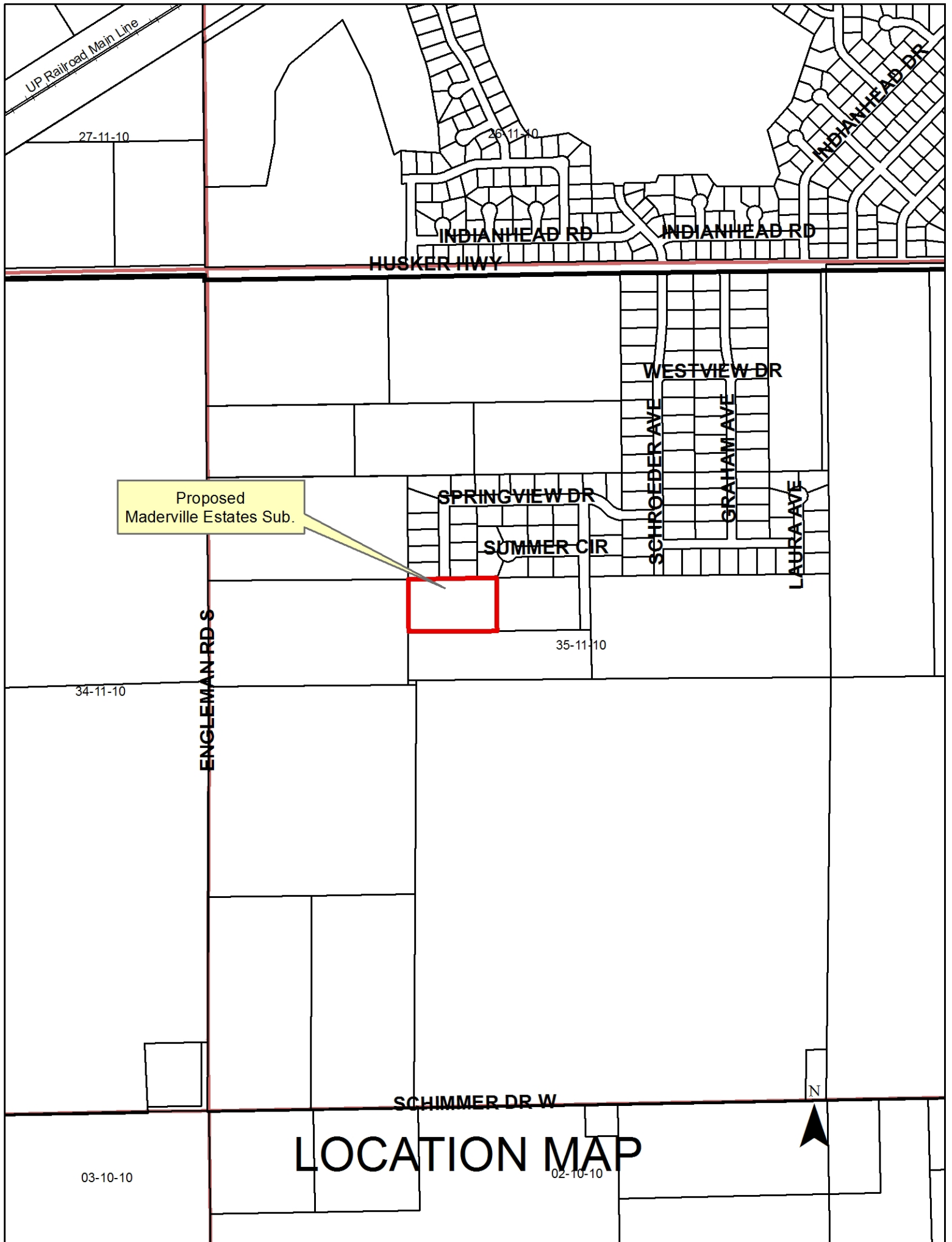
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the final plat as presented.

Sample Motion

Move to approve as recommended.



Paul Mader
2044 Kent Avenue
Grand Island NE 68803
Developers/Owners

To create 2 lots on a tract of land east of Engleman Road and south of Husker Highway in the two mile jurisdiction of the City Of Grand Island, Hall County, Nebraska.

Size: 4.44 acres.

Zoning: LLR – Large Lot Residential.

Road Access: Public streets are available.

Water Public: Water is not available.

Sewer Public: Sewer is not available.



February 17, 2016

Dear Members of the Board:

RE: Final Plat – Maderville Estates Subdivision.

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

This final plat proposes to create 2 lots, on a tract of land located in part of the Northwest Quarter (NW1/4) of Section Thirty Five (35), Township Eleven (11) North, Range Ten (10) West of the 6th P.M. located in the City of Grand Island, Hall County, Nebraska, said tract containing 4.444 acres.

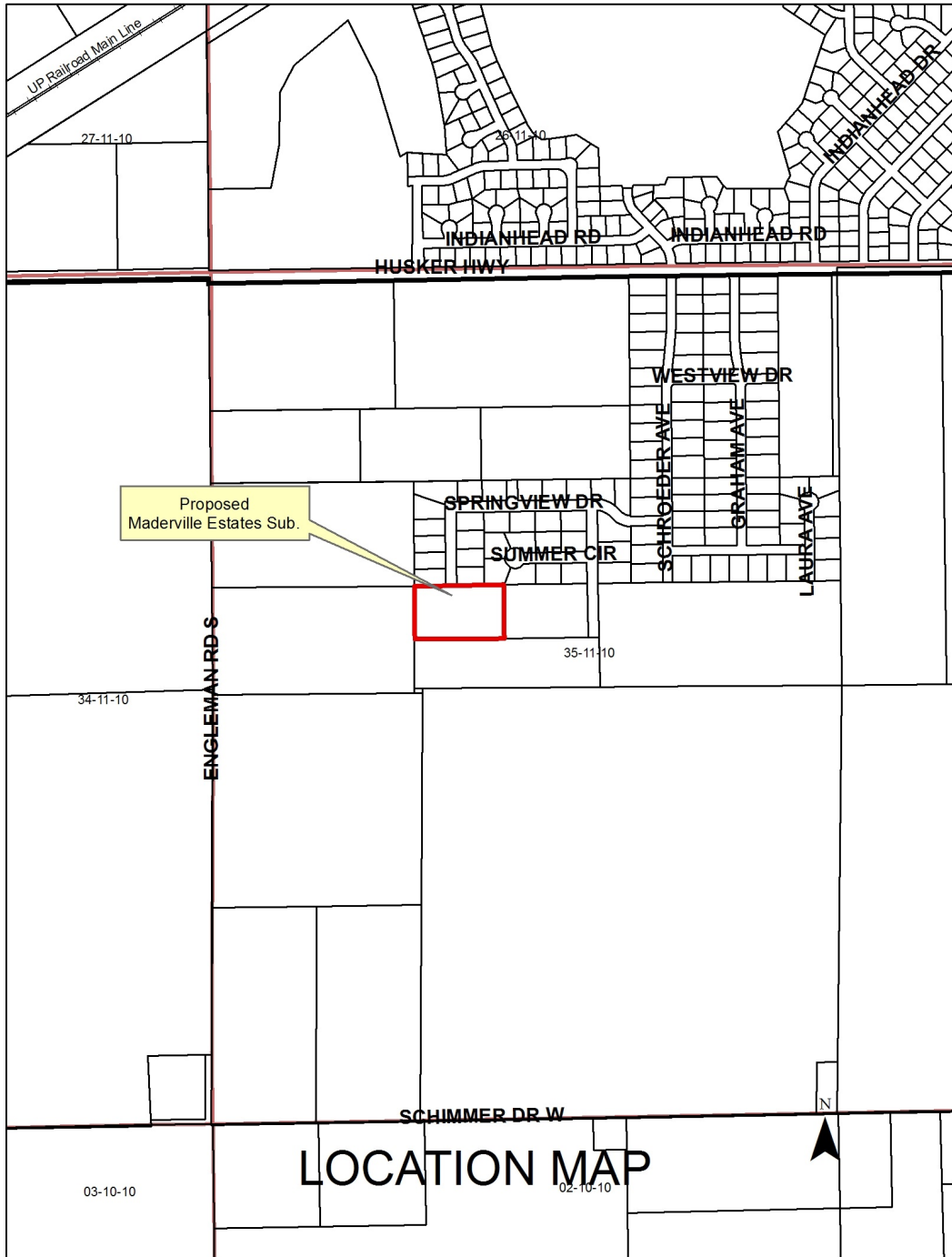
You are hereby notified that the Regional Planning Commission will consider this final plat at the next meeting that will be held at 6:00 p.m. on March 2, 2016 in the Council Chambers located in Grand Island's City Hall.

Sincerely,

Chad Nabity, AICP
Planning Director

Cc: County Clerk
County Attorney
County Zoning
County Public Works
City Clerk
City Attorney
City Public Works
City Utilities
City Building Director
Manager of Postal Operations
Olsson Associates

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



MADERVILLE ESTATES SUBDIVISION

HALL COUNTY, NEBRASKA

FINAL PLAT

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION THIRTY FIVE (35), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING SOUTHWEST CORNER OF LOT 16, WESTROADS ESTATES FOURTH SUBDIVISION SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N89°28'40"E, ALONG THE SOUTH LINE OF LOTS 16, 17 AND 29, WESTROADS ESTATES FOURTH SUBDIVISION, A DISTANCE OF 566.16 FEET TO THE NORTHWEST CORNER OF LOT 1, WESTROADS ESTATES FIFTH SUBDIVISION; THENCE S00°27'38"E, ALONG THE WEST LINE OF SAID LOT 1, WESTROADS ESTATES FIFTH SUBDIVISION, A DISTANCE OF 341.08 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, WESTROADS ESTATES FIFTH SUBDIVISION; THENCE S89°28'11"W A DISTANCE OF 566.56 FEET; THENCE N00°23'36"W A DISTANCE OF 341.17 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 193,200 SQUARE FEET OR 4.44 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON _____, 2016, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A TRACT OF LAND LOCATED IN PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION THIRTY FIVE (35), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

JAI JASON ANDRIST, REGISTERED LAND SURVEYOR NUMBER, LS-630

DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT PAUL H. MADER AND JAYCEE N. MADER, HUSBAND AND WIFE, BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "MADERVILLE ESTATES SUBDIVISION" IN PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION THIRTY FIVE (35), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND DO HEREBY DEDICATE THE EASEMENTS, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS THERETO, AND HEREBY PROHIBITING THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS; AND THAT THE FOREGOING SUBDIVISION IS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT _____, NEBRASKA, THIS ____ DAY OF _____, 2016.

PAUL H. MADER

JAYCEE N. MADER

ACKNOWLEDGMENT

STATE OF NEBRASKA SS
COUNTY OF HALL

ON THIS ____ DAY OF _____, 2016, BEFORE ME _____ A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED PAUL H. MADER AND JAYCEE N. MADER, HUSBAND AND WIFE, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSONS WHOSE SIGNATURES ARE AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

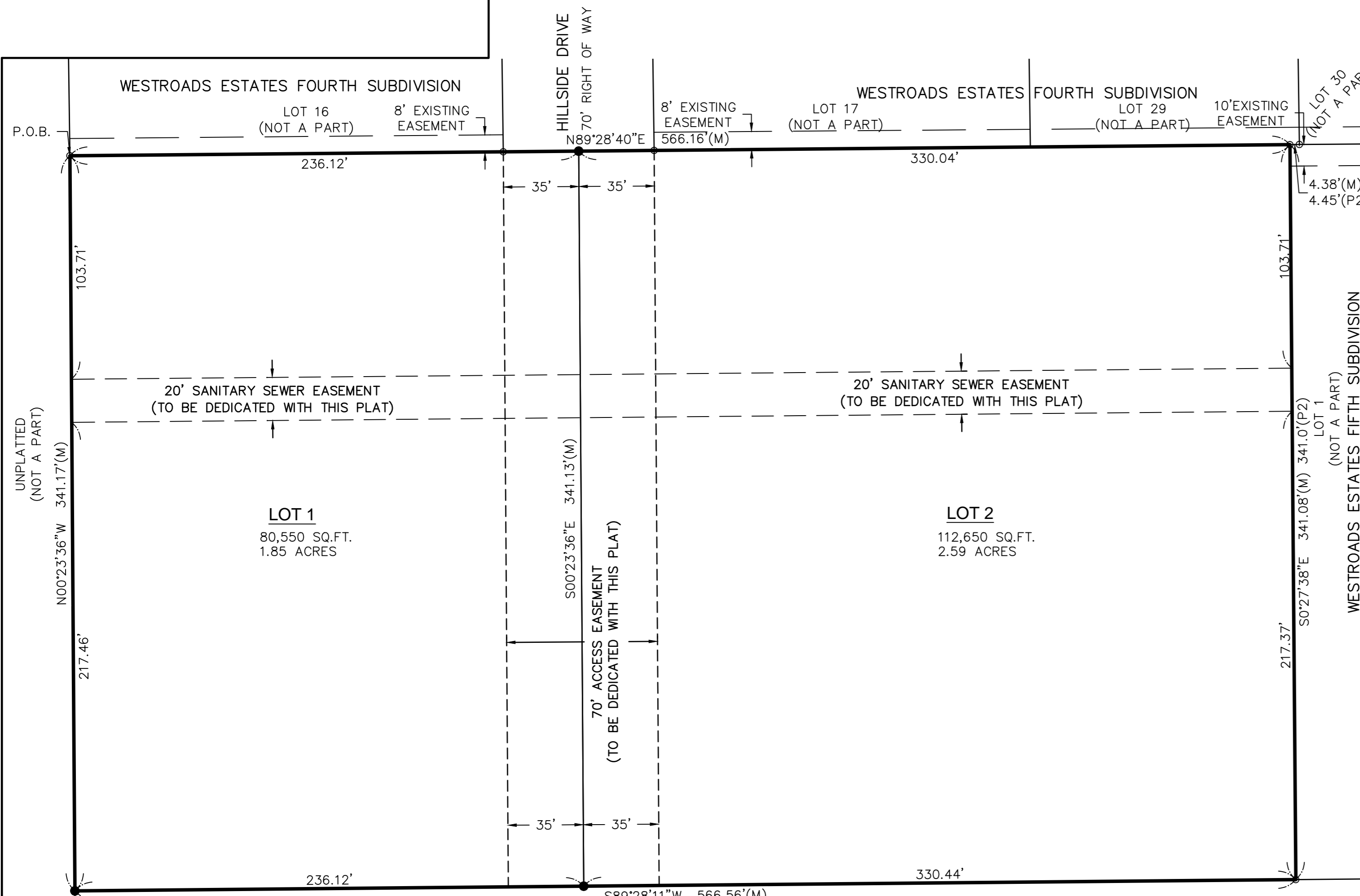
APPROVALS

SUBMITTED TO AND APPROVED BY THE REGIONAL PLANNING COMMISSION OF HALL COUNTY, CITIES OF GRAND ISLAND, WOOD RIVER, AND THE VILLAGES OF ALDA, CAIRO, AND DONIPHAN, NEBRASKA.

CHAIRPERSON _____
DATE

APPROVED AND ACCEPTED BY THE HALL COUNTY BOARD OF SUPERVISORS
THIS ____ DAY OF _____, 2016.

CHAIRPERSON _____
COUNTY CLERK

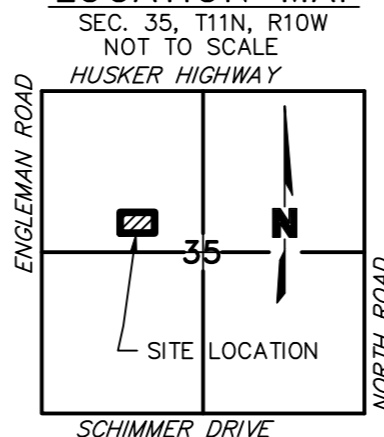


LEGEND

- SET CORNER (5/8"x24" REBAR W/CAP)
- ⊙ FOUND CORNER (3/4" IRON PIPE)
- LOT LINE
- - - - - EXISTING EASEMENT
- - - - - SANITARY SEWER EASEMENT
- - - - - ACCESS EASEMENT
- PROPERTY LINE
- M MEASURED DISTANCE
- P1 PLATTED DISTANCE WESTROADS ESTATES FOURTH SUB.
- P2 PLATTED DISTANCE WESTROADS ESTATES FIFTH SUB.

OWNERS: PAUL H. MADER & JAYCEE N. MADER
SUBDIVIDER: PAUL H. MADER & JAYCEE N. MADER
SURVEYOR: OLSSON ASSOCIATES
ENGINEER: OLSSON ASSOCIATES
NUMBER OF LOTS: 2

LOCATION MAP



APPROVAL

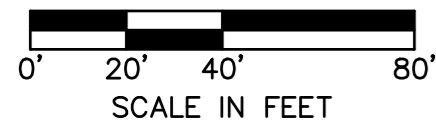
SUBMITTED TO AND APPROVED BY THE REGIONAL PLANNING COMMISSION OF HALL COUNTY, CITIES OF GRAND ISLAND, WOOD RIVER, AND THE VILLAGES OF ALDA, CAIRO, AND DONIPHAN, NEBRASKA.

CHAIRPERSON _____
DATE

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

THIS ____ DAY OF _____, 2016.

MAYOR



OLSSON ASSOCIATES

201 East 2nd Street
P.O. Box 1072
Grand Island, NE 68802-1072
TEL 308.384.8750
FAX 308.384.8752

PROJECT NO. 2015-3496
MADER SUBDIVISION SURVEY
FB GI 2016-1

RESOLUTION 2016-58

WHEREAS, Paul H. Mader and Jaycee N. Mader Husband and Wife, being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "MADERVILLE ESTATES", a tract of land located in Part of the Northwest Quarter (NW ¼) of Section Thirty Five (35), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, and has caused a plat thereof to be acknowledged by them; and

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 22, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 18, 2016	☐ City Attorney



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item G-7

**#2016-59 - Approving Final Plat and Subdivision Agreement for
Thomas Second Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: March 22, 2016
Subject: Thomas 2nd Subdivision – Final Plat
Presenter(s): Chad Nabity, Regional Planning Director

Background

This property is located west of Sky Park Road and south of Capital Ave., in the City of Grand Island, in Hall County, consisting of 2 lots and 2.751 acres.

Discussion

The plat for Thomas 2nd Subdivision was considered by the Regional Planning Commission at the March 2, 2016 meeting.

A motion was made by Connick and seconded by Rainforth to **approve** and recommend that City Council **approve** the final plat of Thomas 2nd Subdivision.

A roll call vote was taken and the motion passed with 11 members present (Huisman, Apfel, Sears, O’Neill, Ruge, Maurer, Connick, Monter, Rainforth, Hoggatt and Kjar) voting in favor and no members present abstaining.

Alternatives

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

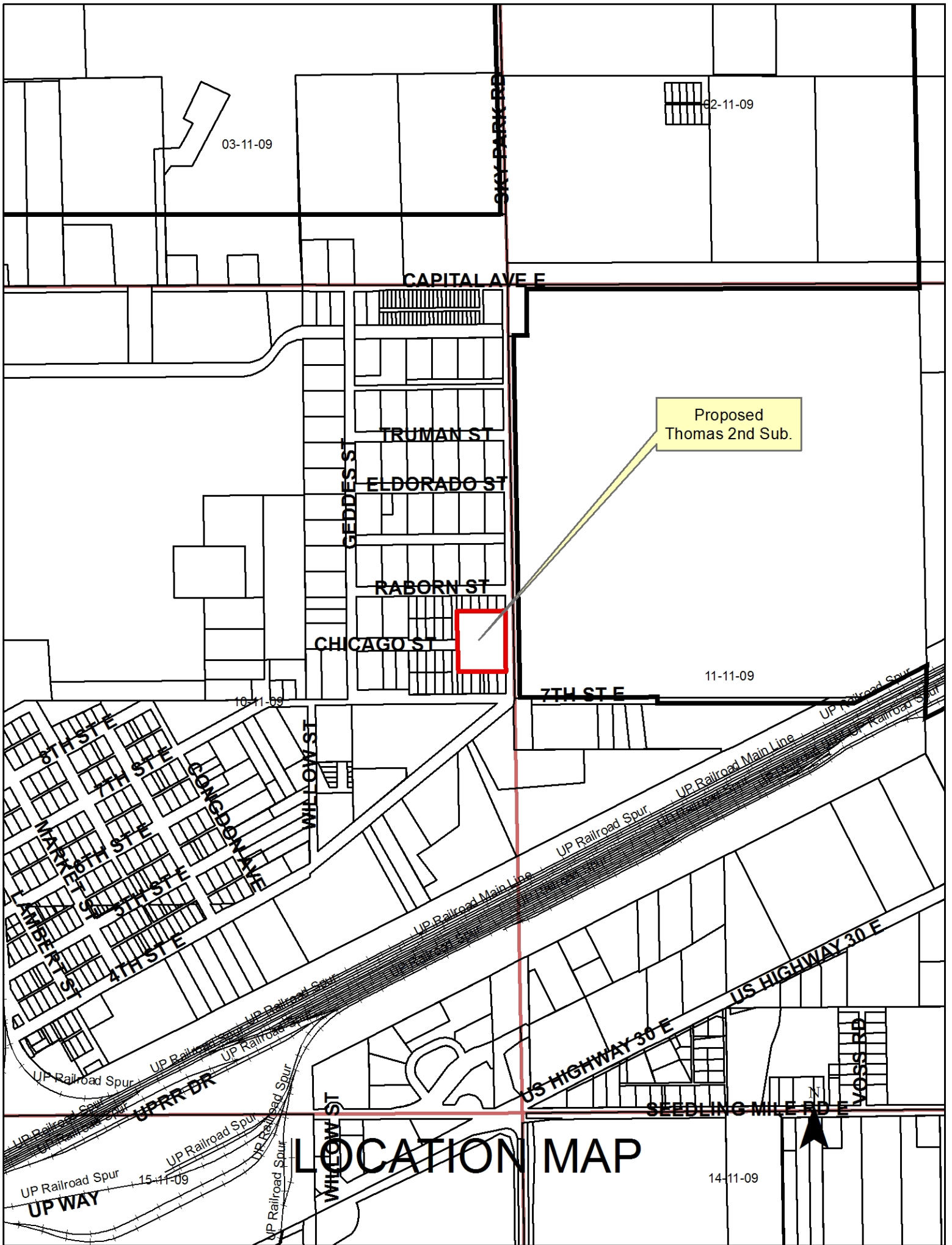
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the final plat as presented.

Sample Motion

Move to approve as recommended.



Tommy Ummel Sr.
567 S Shady Bend Road
Grand Island NE 68801
Developers/Owners

To create 2 lots on a tract of west of Sky Park Road and south of Capital Avenue in the City Of Grand Island, Hall County, Nebraska.

Size: 2.751 Acres.

Zoning: M2 – Heavy Manufacturing Zone.

Road Access: City streets.

Water Public: City water available.

Sewer Public: City Sewer available.



February 17, 2016

Dear Members of the Board:

RE: Final Plat – Thomas 2nd Subdivision.

For reasons of Section 19-923 Revised Statutes of Nebraska, as amended, there is herewith submitted a final plat of Thomas 2nd Subdivision, located in Grand Island, in Hall County, Nebraska.

This final plat proposes to create 2 lots, on a tract of land comprising all of Lot One (1), Thomas Subdivision located in the City of Grand Island, Hall County, Nebraska, said tract containing 2.751 acres.

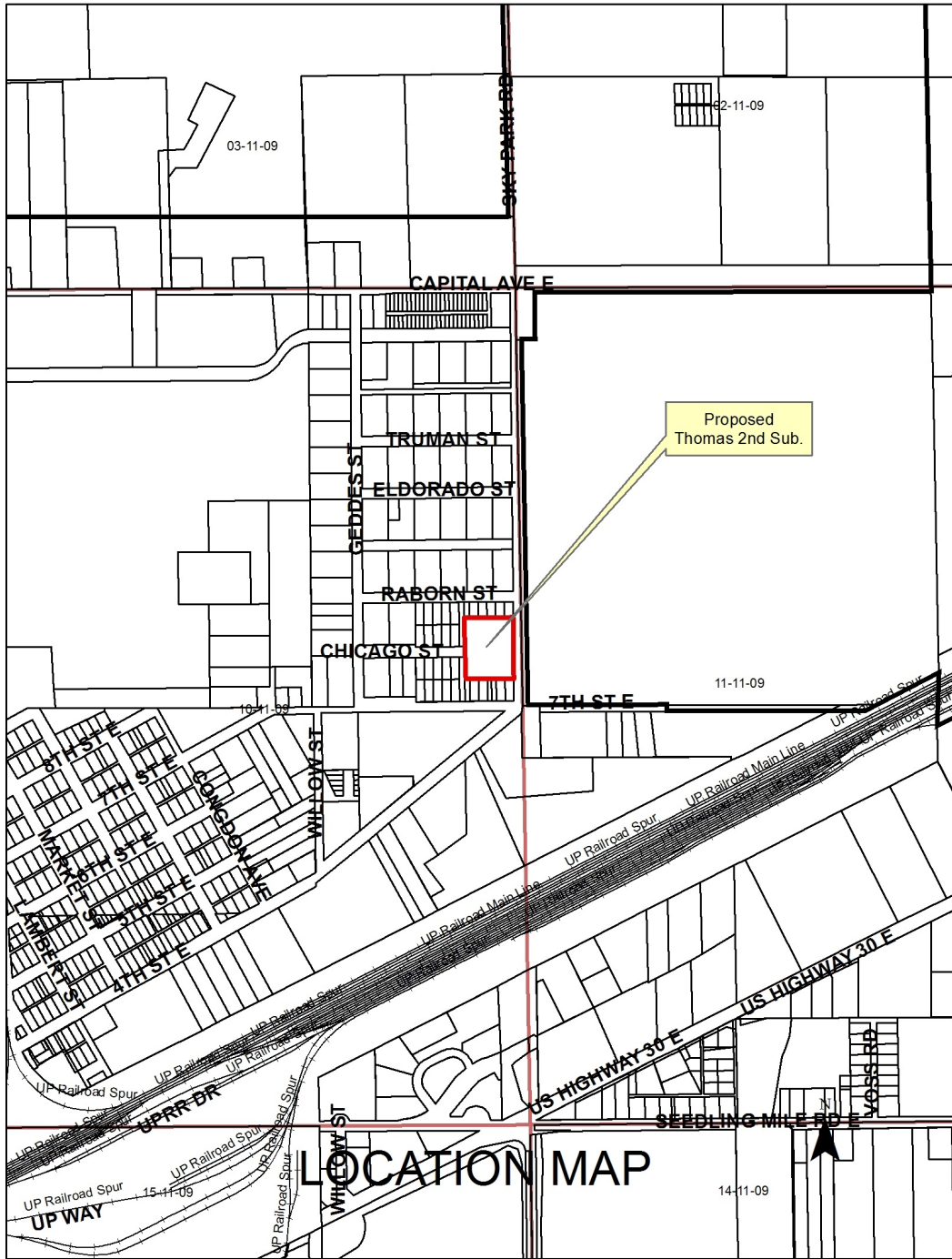
You are hereby notified that the Regional Planning Commission will consider this final plat at the next meeting that will be held at 6:00 p.m. on March 2, 2016 in the Council Chambers located in Grand Island's City Hall.

Sincerely,

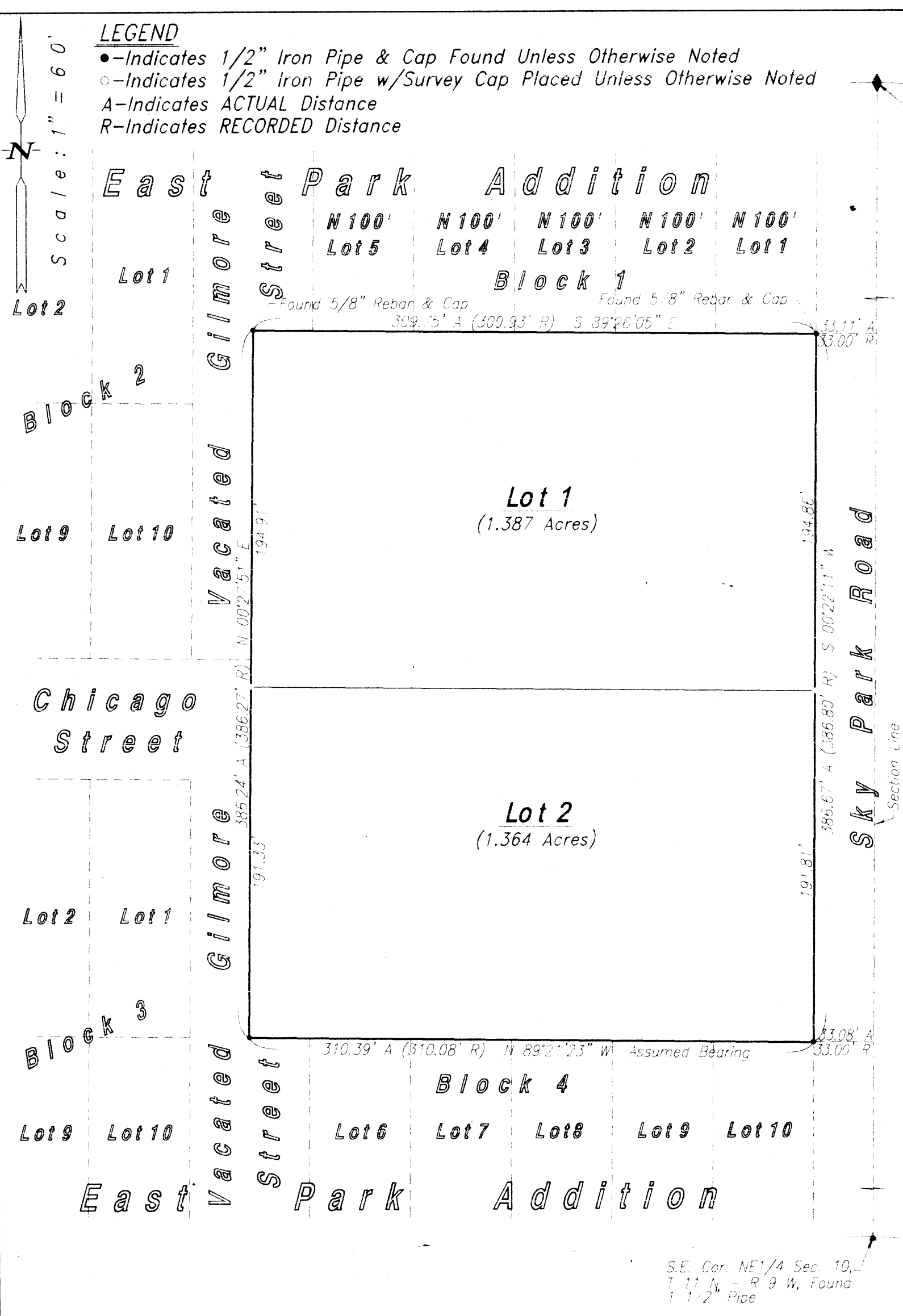
Chad Nabity, AICP
Planning Director

Cc: City Clerk
City Attorney
City Public Works
City Utilities
City Building Director
Manager of Postal Operations
Rockwell & Associates

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



LOCATION MAP



N.E. Cor. NE1/4 Sec. 10.
 1 1/2" Iron Pipe Found
 Survey Marker

Legal Description

A tract of land comprising all of Lot One (1), Thomas Subdivision located in the City of Grand Island, Hall County, Nebraska, said tract containing 2.751 acres more or less.

Dedication

KNOW ALL MEN BY THESE PRESENTS, that TOMMY L. UMMEL, SR., a single person, TOMMY L. UMMEL, JR. and CARY UMMEL, husband and wife, being the owners of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as 'THOMAS SECOND SUBDIVISION', in the City of Grand Island, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the easements, if any, as shown thereon for the location, construction and maintenance of public service utilities, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements; and that the foregoing subdivision as more particularly described in the description hereon as appears on this plat is made with the free consent and in accordance with the desires of the undersigned owners and proprietors.

IN WITNESS WHEREOF, we have affixed our signatures hereto, at Grand Island, Nebraska, this _____ day of _____, 2016.

Tommy L. Ummel, Sr.

Tommy L. Ummel, Jr.

Cary Ummel

Acknowledgement

State Of Nebraska ss
 County Of Hall

On the _____ day of _____, 2016, before me, _____ a Notary Public within and for said County, personally appeared TOMMY L. UMMEL SR., a single person, TOMMY L. UMMEL, JR. and CARY UMMEL, husband and wife, and to me personally known to be the identical persons whose signatures are affixed hereto, and that each did acknowledge the execution thereof to be his or her voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Grand Island, Nebraska, on the date last above written.
 My commission expires _____.

Notary Public

(Seal)

Surveyor's Certificate

I hereby certify that on February 8, 2016, I completed an accurate survey of 'THOMAS SECOND SUBDIVISION', in the City of Grand Island, Nebraska, as shown on the accompanying plat thereof; that the lots, blocks, streets, avenues, alleys, parks, commons and other grounds as contained in said subdivision as shown on the accompanying plat thereof are well and accurately staked off and marked; that iron markers were placed at all lot corners; that the dimensions of each lot are as shown on the plat; that each lot bears its own number; and that said survey was made with reference to known and recorded monuments.

Deryl D. Sorgenfrei, Reg. Land Surveyor No. 578

(Seal)

Approvals

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

Chairman

Date

Approved and accepted by the City of Grand Island, Nebraska, this _____ day of _____, 2016.

Mayor

City Clerk

(Seal)

THOMAS SECOND SUBDIVISION
IN THE CITY OF GRAND ISLAND, NEBRASKA

RESOLUTION 2016-59

WHEREAS, Tommy L, Ummel, SR., a single person, Tommy L. Ummel, JR., and Cary Ummel, Husband and wife, being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "THOMAS 2nd SUBDIVISION", a tract of land comprising all of Lot One (1), Thomas Subdivisions located in the City of Grand Island, Hall County, Nebraska, and has caused a plat thereof to be acknowledged by them; and

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

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

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

BE IT FURTHER RESOLVED that the final plat of THOMAS 2nd SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 22, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
March 18, 2016	☒ City Attorney



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item G-8

#2016-60 - Approving Purchase of Dell Tablets for Police Fleet Computers

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Department

Meeting: March 22, 2016

Subject: Approval of Purchase of Dell Tablets for Police Fleet Computers

Presenter(s): Steven Lamken, Police Chief

Background

The Police Department needs to begin replacing the current tablets being used for in-car computers in the patrol fleet due to the age of the equipment. The Police Department is requesting to purchase ten tablets to replace ten of our older ones. We are requesting to purchase 10, Dell, Latitude 12 Rugged Extreme tablets at \$3,022.13 each and 10 docking stations at \$451.81 each from state contract #14252 OC for a total cost of \$34,739.40.

Discussion

The Police Department currently uses Dell tablets for the in-car computers in the patrol fleet. The tablets currently in use in the fleet are no longer made by Dell and several of the tablets are over four years old and failing or reaching the end of being useful. The older tablets are out of warranty and cannot be repaired.

The Department has researched several options and tested different computers and tablets over the past year to identify the most viable and cost effective option for replacing the tablets in the patrol fleet. We determined, after field testing a unit, the best option is the Dell Latitude 12 Rugged Extreme tablet. The Police Department is requesting to purchase 10, Dell, Latitude 12 Rugged Extreme tablets at \$3,022.13 each and 10 docking stations at \$451.81 each from state contract #14252 OC for a total cost of \$34,739.40. This will replace one third of the patrol fleet's in-car computers.

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 Police Department purchase of ten, 10, Dell Latitude 12 Rugged Extreme tablets at \$3,022.13 each and 10 docking stations at \$451.81 each from state contract #14252 OC for a total cost of \$34,739.40.

Sample Motion

Move to approve the Police Department purchase of ten, 10, Dell Latitude 12 Rugged Extreme tablets at \$3,022.13 each and 10 docking stations at \$451.81 each from state contract #14252 OC for a total cost of \$34,739.40.



Quote 1018930442380.1

CITY OF GRAND ISLAND

Salesperson

Salesperson Name
Andrew Bullard

Salesperson Email
Andrew_Bullard@Dell.com

Salesperson Phone
18009993355

Salesperson Extension
5138239

Quote Details

Quote Date
02/08/2016

Quote Validity
04/08/2016

Solution ID
-

Billing Details

Company Name
CITY OF GRAND ISLAND

Customer Number
57684

Phone Number
1 (308) 3855469

Address
PO BOX 1968
GRAND ISLAND
NE
68802-1968
US

Price Summary

Description	Quantity	Unit Price	Subtotal Price
Latitude 12 Rugged Extreme	1	\$3,022.13	\$3,022.13
DEVMT,DOCKST,DELL,LAT12-14,SP,	1	\$451.81	\$451.81
		Subtotal	\$3,473.94
		Tax	\$0.00
		Shipping and Handling	\$0.00
		Environmental Fee	\$0.00
		Total	\$3,473.94

Dear Customer,

Your quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire changes, please contact me as soon as possible.

Regards,
Andrew Bullard

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Product Details by Shipment

Shipping Group 1

Shipping Contact:		Subtotal	\$3,473.94
Shipping Phone No:	1 (308) 3855440	Tax	\$0.00
Shipping via:	Standard Ground	Shipping and Handling	\$0.00
Shipping Address:	3013 E SWIFT RD	Environmental Fee	\$0.00
	GRAND ISLAND	Total	\$3,473.94
	NE 68801		
	US		

Description	Quantity	Unit Price	Subtotal Price
Latitude 12 Rugged Extreme	1	\$3,022.13	\$3,022.13

Estimated Delivery Date: 03/04/2016
 Contract Code: WN20AGW
 Customer Agreement No: MNWNC-108 /14252

210-ACPH	Latitude 12 Rugged Extreme (7204)	1	-	-
338-BHHV	Intel Core i7-4650U (Dual Core, 1.70GHz, 4M cache, 15W)	1	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	1	-	-
658-BCSB	Microsoft Office 30 Day Trial	1	-	-
370-AAER	8GB (1x8GB) 1600MHz DDR3L Memory	1	-	-
400-ADGM	256GB Mobility Solid State Drive	1	-	-
490-BBTM	Intel Integrated HD Graphics 4400 (i3 and i5 processors) / 5000 (i7 processors)	1	-	-
453-BBBV	4-cell (58Wh) Lithium Ion battery with ExpressCharge	1	-	-
319-BBBK	No Camera Software	1	-	-
555-BBRS	Intel Dual Band Wireless-AC 7260 802.11 ac/a/b/g/n 2x2 + Bluetooth 4.0 LE Half Mini Card	1	-	-
492-BBEM	65W AC Adapter, 3-pin	1	-	-
391-BCCX	11.6" HD (1366x768) Outdoor-Readable Resistive Touchscreen, Webcam with Privacy Shutter and Mic	1	-	-

Description	Quantity	Unit Price	Subtotal Price
DEVMT,DOCKST,DELL,LAT12-14,SP,	1	\$451.81	\$451.81

Estimated Delivery Date: 03/09/2016
Contract Code: WN20AGW
Customer Agreement No: MNWNC-108 /14252

A8007905	DEVMT,DOCKST,DELL,LAT12-14,SP,	1	-	-
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STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14252 OC

PAGE 1 of 2	ORDER DATE 10/13/15
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 3260939	
VENDOR ADDRESS: DELL MARKETING LP SLG SALES PO BOX 149254 AUSTIN TX 78714-9254	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

OCTOBER 15, 2015 THROUGH MARCH 31, 2017

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO Value Point Contract MNWNC-108

Supply and deliver Computer Equipment (Desktop, Laptop, Tablet, Server and Storage), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum.

Dell Marketing, L.P. NASPO ValuePoint website: <<http://www.dell.com/learn/us/en/04/slq/nebraska?c=us&l=en&s=bsd&cs=04>>

The Dell Marketing, L.P. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:

Desktop: \$ 10,000
Laptop: \$ 10,000
Tablet: \$ 5,000
Server: \$500,000
Storage: \$500,000

The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Desktops for a total purchase price of \$10,000).

The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14252 OC and the Dell Marketing, L.P. NASPO ValuePoint Master Agreement Number MNWNC-108 and also must include Dell Contract Code WN20AGW.

Leasing for State Agencies is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

10/14/15
PJS

BUYER
MATERIEL ADMINISTRATOR
10-14-15
R43500;NISC0001;NISC0001;20150901

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

**CONTRACT NUMBER
14252 OC**

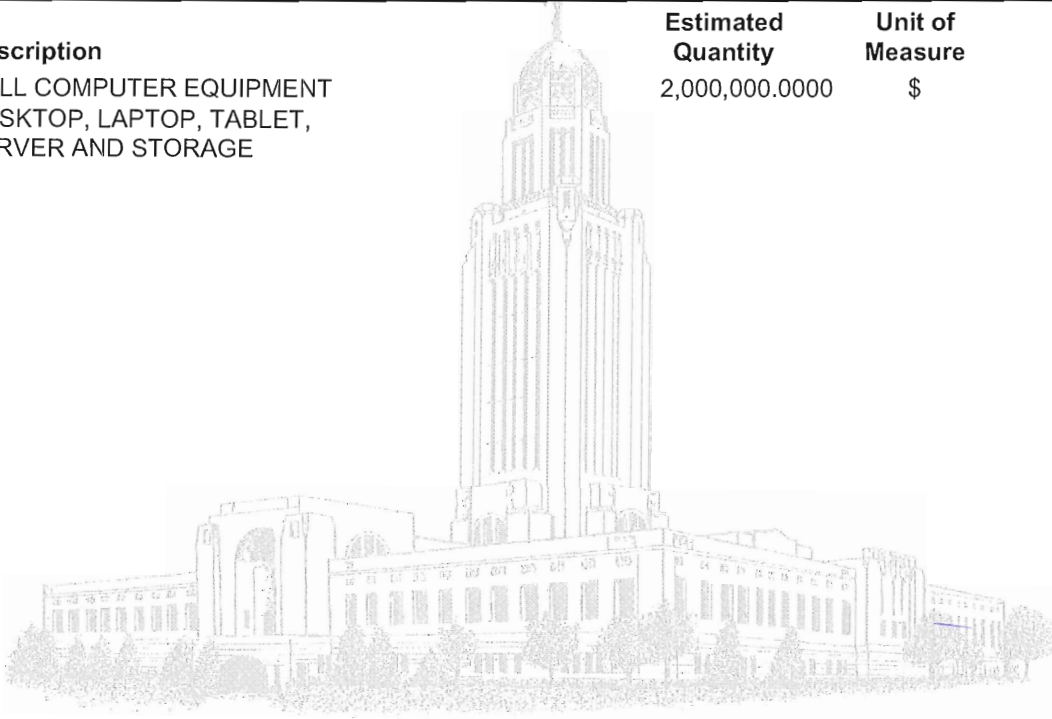
PAGE 2 of 2	ORDER DATE 10/13/15
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 3260939	

(For the File: The NASPO ValuePoint/Dell Marketing, L.P. Master Price Agreement contract period was effective on April 1, 2015. The NASPO ValuePoint/Dell Marketing, L.P. Participating Addendum became effective on October 15, 2015.

Vendor Contact: David White
Phone: 512-725-3702
Email: David_F_White@Dell.com

(djo 10/13/15)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DELL COMPUTER EQUIPMENT DESKTOP, LAPTOP, TABLET, SERVER AND STORAGE	2,000,000.0000	\$	1.0000



BUYER INITIALS

R43500|NISC0001|NISC0001 20150901

**PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")**

**MASTER AGREEMENT
Master Agreement No: MNWNC-108
Dell Marketing, L.P.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")**

Participating State Contract Number 14252 OC/Dell Contract Code
WN20AGW

Page 1

of 27

1. Scope: This addendum covers the NASPO ValuePoint Computer Equipment contracts led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that is authorized by that state's statutes to utilize state /entity contracts, and which receives prior written approval of the state's chief procurement official.

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Order of Precedence:

1. A Participating Entity's Participating Addendum ("PA"); A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota NASPO ValuePoint Master Agreement
2. Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions)
3. The Solicitation including all Addendums; and
4. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in

**PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")**

**MASTER AGREEMENT
Master Agreement No: MNWNC-108
Dell Marketing, L.P.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")**

Participating State Contract Number 14252 OC/Dell Contract Code
WN20AGW

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the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Participating State Modifications, or Additions to Master Agreement:

- a. **CONTRACT PERIOD:** October 15, 2015 through March 31, 2017. If the Master Agreement is extended in accordance with its terms, then the parties have the option to extend the contract up to 36 months upon agreement by both parties.

- b. **COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION**
The contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The contractor will comply with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. Contractor is responsible for the compliance of all of its subcontractors.

**PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")**

**MASTER AGREEMENT
Master Agreement No: MNWNC-108
Dell Marketing, L.P.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")**

Participating State Contract Number 14252 OC/Dell Contract Code
WN20AGW

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of 27

- c. **PERMITS, REGULATIONS, LAWS**
The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.
- d. **OWNERSHIP** Please see Master Agreement Exhibit A, B30, Terms and Conditions,
- e. **INDEPENDENT CONTRACTOR**
It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims except to the extent that the claims arise from acts or omissions of the State. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

**PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")**

**MASTER AGREEMENT
Master Agreement No: MNWNC-108
Dell Marketing, L.P.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")**

Participating State Contract Number 14252 OC/Dell Contract Code
WN20AGW

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f. **CONTRACTOR RESPONSIBILITY**

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the parties enter into a Statement of Work for Services where the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation, as applicable, must be clearly defined in the contract. The contractor shall agree that it will not utilize any subcontractors not specifically included in this contract, in the performance of the contract, without the prior written authorization of the State. Subcontractors retained by contractor from time to time in the ordinary course of business to perform custom factory integration (CFI), warranty, break/fix, administrative and back office services who will not have access to any confidential data other than billing and contact information, may be retained without the State's prior written authorization, however, the State reserves the right to reject these subcontractors. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

g. **CONTRACTOR PERSONNEL**

The contractor warrants that all persons assigned to the project shall be employees of the contractor or authorized subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

**PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")**

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If the parties enter into a Statement of Work for Services where key personnel are identified, the Statement of Work will set forth the parties agreement regarding changes in personnel and Dell will use commercially reasonable efforts to accommodate the State's requests with the understanding that Dell is ultimately responsible for the performance of Services and the method of performance.

In respect to its employees, the contractor agrees to be responsible for the following:

- 1) any and all employment taxes and/or other payroll withholding;
- 2) any and all vehicles used by the contractor's employees, including all insurance required by state law;
- 3) damages incurred by contractor's employees within the scope of their duties under the contract;
- 4) maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
- 5) determining the hours to be worked and the duties to be performed by the contractor's employees.

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

h. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

The contractor shall not, at any time, recruit or employ any State employee or identified legal agent who is working with Contractor under the contract or in relation to this contract during the preceding 12 months. To the extent the following restrictions are not prohibited by law, without the prior written consent of Dell, Customer will not, directly or indirectly, solicit for employment or hire or otherwise retain the services of any employee of Dell

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with whom the State came into contact in connection with the activities under this PA during the preceding 12 months. This prohibition on soliciting and hiring shall extend for 90 days after the termination of the employee's employment if such employee voluntarily resigns. Neither (i) the publication of classified advertisements in newspapers, periodicals, Internet bulletin boards, or other publications of general availability or circulation, or (ii) a solicitation that targets individuals with particular work experience or skills based on information available to subscribers, members or the general public on professional or social network websites or job boards, nor the consideration and hiring of persons responding to such advertisements or solicitation shall be deemed a breach of this Section, unless the advertisement, solicitation or other recruiting activity is undertaken as a means to circumvent or conceal a violation of this provision

i. **CONFLICT OF INTEREST**

The contractor certifies that there does not now exist any relationship between the contractor and any person or entity which is or gives the appearance of a conflict of interest related to this contract or project.

The contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The contractor certifies that it will not employ any individual known by contractor to have a conflict of interest.

j. **ERRORS AND OMISSIONS**

The contractor shall not take advantage of any errors and/or omissions in this contract. The contractor must promptly notify the State of any errors and/or omissions that are discovered.

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- k. **ASSIGNMENT BY THE STATE**
The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder. .
- l. **ASSIGNMENT BY THE CONTRACTOR**
The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.
- m. **GOVERNING LAW**
The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.
- n. **ATTORNEY'S FEES**
In the event of any litigation, appeal or other legal action to enforce any provision of the contract, each party agrees to pay all of its expenses of such action, including attorney's fees and costs.
- o. **ADVERTISING**
The contractor agrees not to refer to the contract in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

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p. STATE PROPERTY

The contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse the State for any loss or damage of such property, normal wear and tear is expected.

q. SITE RULES AND REGULATIONS

The contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on State premises. The State shall provide contractor with a copy of all site rules and regulations prior to contractor's performance. If the contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the contractor.

r. EARLY TERMINATION

The contract may be terminated as follows:

- 1) The State and the contractor, by mutual written agreement, may terminate the contract at any time.

The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis for services, for products or services performed or provided in compliance with the terms of the contract.

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- 2) The State may terminate the contract immediately for any of the following reasons:
- a) if directed to do so by statute;
 - b) contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c) a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
 - d) fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors or shareholders;
 - e) an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
 - f) a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
 - g) contractor intentionally discloses confidential information;
 - h) contractor has or announces it will discontinue support of the deliverable;
 - i) second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis for services, for products or services performed or provided in compliance with the terms of the contract.

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s. **FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination. Except for purchase orders for which products have already shipped, all obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been completed in compliance with the contract, and to receive payment for all conforming product shipped as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

t. **BREACH BY CONTRACTOR**

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis for services, for products or services performed or provided in compliance with the terms of the contract.

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u. ASSURANCES BEFORE BREACH

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the contract, upon written notice from the State, the contractor shall deliver assurances as reasonably requested by the State. Said assurances shall be sufficient to meet requirements of contract and agreed to by both parties at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

v. FORCE MAJEURE

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, fire, riot, Acts of God, war or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Except for industry wide strikes directly impacting this agreement, labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

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- w. **PRODUCT DELIVERY**
The contractor agrees to use commercially reasonable efforts to deliver Products to the State of Nebraska within thirty (30) days after receipt of a valid Purchase Order, or otherwise in accordance with the schedule contained in the Purchase Order accepted by Dell.
- x. **PROHIBITION AGAINST ADVANCE PAYMENT**
Payments for contractual deliverable(s) shall not be made until such contractual deliverable(s) are received and accepted by the State.
- y. **PAYMENT**
State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor in accordance with Master Agreement, Exhibit A, B28. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services/goods provided by the contractor prior to receipt, and the contractor hereby waives any claim or cause of action for any such services/goods.
- z. **INVOICES**
Invoices for payments must be submitted by the contractor to the agency requesting the services/goods with sufficient detail to support payment. The terms and conditions included in the contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice in conflict with the contract shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such conflicting term or

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condition, unless the conflicting invoice term or condition has been previously agreed to by the State as an amendment to the contract.

aa. AUDIT REQUIREMENTS

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall return to the State all overpayments made inconsistent with the contract for which an audit exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

bb. TAXES

Purchases of goods or services made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m). Exemption by statute precludes the furnishing of State exemption certificates.

cc. INSPECTION AND APPROVAL

Final inspection and approval of all work required and/or goods received under the contract shall be performed by the designated State officials and shall be subject to the terms of Section 28 of the Master Agreement.

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dd. **CHANGES IN SCOPE/CHANGE ORDERS**

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time.

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contract and agreed to in an applicable change order.

Corrections of any deliverable services/goods or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

ee. **LEASE AGREEMENTS**

No Leasing is authorized under this Addendum for State Agencies. This restriction does not apply to other Participating Purchasers. Any assignment by a Participating Purchaser of its purchase order to a third-party financing company (other than Dell Financial Services, LLC) must be approved in advance in writing by contractor and shall not relieve the Purchasing Entity of its obligations hereunder

ff. **SEVERABILITY**

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and

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obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

gg. CONFIDENTIALITY

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, the terms of the Master Agreement, and the contractor's ethical standards. The contractor must ensure the confidentiality of such materials or information in accordance with the foregoing. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action.

To the extent applicable to contractor's performance under the contract, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

hh. LIMITATION OF LIABILITY

See Master Agreement Exhibit A, Terms and Conditions, B.33
The State of Nebraska agrees with the Limitation of Liability as stated in the Master Agreement to the extent allowed under State of Nebraska law.

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ii. INDEMNIFICATION

1) GENERAL

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), asserted against the State for personal injury, including death, and damage to tangible personal property, arising out of, resulting from, or attributable to the willful misconduct or negligence of the contractor, its employees, subcontractors, consultants, representatives, and agents, in performance of this contract, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2) INTELLECTUAL PROPERTY INDEMNIFICATION: Please see WSCA-NASPO Master Agreement, Exhibit A.C18 of the Terms and Conditions.

3) PERSONNEL

The contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any third party claim with respect to withholding taxes, worker's compensation, employee benefits, or insurance relating to any of the employees provided by the contractor to the extent caused by contractor's failure to pay such taxes, compensation, benefits or insurance; provided that an indemnified party (i) has not interfered with contractor's supervision of its personnel, (ii) promptly notifies contractor of each such claim when and as it comes to an indemnified party's attention, (iii) cooperates with contractor, at contractor's expense, in the defense and resolution of

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such claim, and (iv) grants contractor sole control of the defense and resolution of such claim. Notwithstanding the foregoing, contractor shall bear no responsibility or otherwise be liable for any determination regarding the status of its personnel which is based on factors beyond its reasonable control or where contractor is without fault.

This section states the indemnified parties' exclusive remedies for any third-party claim or action relating to contractor's alleged failure to pay wages, salaries and contractor benefits to contractor's employees, and nothing in this contract or elsewhere will obligate contractor to provide any greater indemnity to the indemnified parties.

jj. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and will assist customer with identifying products and/or services that comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

kk. ANTITRUST

The contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

ll. PERFORMANCE

The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

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mm. DRUG POLICY

Contractor certifies that it will comply with the Drug Free Workplace Act to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

nn. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

- 1) The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
- 2) If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- 3) The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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- oo. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY**
The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). Contractor validates its subcontractor database against various prohibited parties lists and does not knowingly do business with subcontractors who are debarred. The contractor also agrees to include similar requirements that have the same intent and effect as above in any and all subcontracts into which it enters. The contractor shall notify the Department within in seven (7) days if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.
- pp. **POLITICAL SUB-DIVISIONS**
Contractor may extend the Contract to political subdivisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political subdivisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political subdivisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.
- qq. **REPORTS**
The Contractor shall also provide to the State of Nebraska primary contact person quarterly utilization reports containing information as set forth in the Master Agreement, which at a minimum, shall include the following information pertaining to State of Nebraska Utilization:

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- 1) Purchase order number;
- 2) Description;
- 3) Quantity; and
- 4) Price

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These reports will be provided in Excel format as prescribed in the Master Agreement and sent via email on a quarterly basis as follows:

<u>Period End</u>	<u>Report Due</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

rr. **ADMINISTRATIVE FEE /REBATE**

The Contractor agrees to provide a quarterly administrative fee in the form of a check. The fee will be payable to the State of Nebraska for an amount equal to one percent (1%) the net sales (net of any returns, credits, or adjustments under this Addendum) for the quarterly period. The Contractor's NASPO ValuePoint pricing to the State shall not be adjusted to offset for the equivalent fee amount. Payments shall be made in accordance with following schedule:

<u>Period End</u>	<u>Fee Due</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

The Contractor agrees to provide an Administrative Fee report, reflecting new sales to the State during the associated fee period. The report shall be in the format developed by the Lead State and as agreed to by the Contractor. The report will be provided in secure electronic format and/or submitted electronically to the State contact listed in the Addendum.

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ss. **ADMINISTRATIVE FEE/REBATE REMITTANCE LOCATION**

All Administrative Fees/Rebates will be sent to the following address:

State Purchasing Bureau
c/o Central Finance, Administrative Services
1526 K Street, Suite 150
Lincoln, NE 68508

tt. **CONTRACT MONITORING**

The Contractor is obligated under the NASPO ValuePoint Master Price Agreement to furnish audit information to the Lead State to confirm if the Purchasing Entity paid the Product and Service Schedule (PSS) discount price or lower in accordance with Section 4 of Exhibit B - Pricing. Upon request in support of an audit, Contractor agrees to provide the same information as submitted to the Lead State directly to the State. . Such requests shall not exceed four (4) per calendar year unless requests are mutually agreed to by both parties.

uu. **WARRANTY**

Contractor's warranties for products are located at <http://www.dell.com/WarrantyTERMS>, a hard copy of which will be provided to the State of Nebraska upon signature of the participating addendum upon request.

IMPORTANT NOTICE: Pursuant to § 84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. Any non-proprietary, non-copyrighted information or other information not specifically excluded by § 84-712.05 **WILL BE POSTED FOR PUBLIC VIEWING.**

**PARTICIPATING ADDENDUM
 NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
 Computer Equipment
 Administered by the State of Minnesota (hereinafter "Lead State")**

MASTER AGREEMENT
 Master Agreement No: MNWNC-108
 Dell Marketing, L.P.
 (hereinafter "Contractor")
 And
 State of Nebraska
 (hereinafter "Participating State/Entity")

Participating State Contract Number 14252 OC/Dell Contract Code
 WN20AGW

Page 23

of 25

5. Contractor Modifications or Additional Terms and Conditions to the Master Agreement:

- a. Use of Purchasing-card is at time of order placement only, and not permitted for payment of invoices issued by contractor.

6. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	David White
Address	One Dell Way, Mailstop RR2-33, Round Rock, TX 78682
Telephone	512-725-3702
E-mail	David_F_White@dell.com

Participating Entity

Name	Nancy Storant
Address	Nebraska Administrative Services Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508
Telephone	402-471-0974
Fax	402-471-2089
E-mail	nancy.storant@nebraska.gov

7. Partner Utilization: Each state represented by NASPO ValuePoint participating in this Master Agreement independently have the option of utilizing partners. Only partners approved by this Participating State may be deployed. The participating State will define the process to add and remove partners and may define the partner's role in their participating addendum. The Contractors partners'

**PARTICIPATING ADDENDUM
 NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
 Computer Equipment
 Administered by the State of Minnesota (hereinafter "Lead State")**

MASTER AGREEMENT
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 Dell Marketing, L.P.
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Page 24

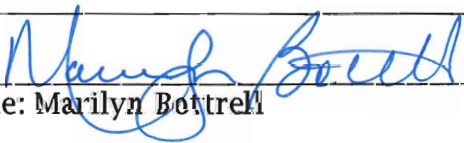
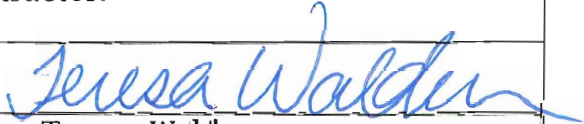
of 25

participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Any approved partners will be listed on the Contractor's State/Entity's website.

8. Terms. The Participating State/Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

9. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order. All purchase orders issued by ordering entities with the jurisdiction of this Participating Addendum must include the Participating Addendum number: WN20AGW and the Master Agreement number MNWNC-108 on the order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor:
By: 	By: 
Name: Marilyn Bottrell	Name: Teresa Walden
Title: Materiel Administrator	Title: Sr. Contract Manager
Date: 10-14-15	Date: 10-9-2015

**PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")**

**MASTER AGREEMENT
Master Agreement No: MNWNC-108
Dell Marketing, L.P.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")**

Participating State Contract Number 14252 OC/Dell Contract Code
WN20AGW

Page 25

of 25

For questions on executing a participating addendum, please contact:
NASPO ValuePoint

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org

[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org to support documentation of participation and posting in
appropriate data bases]

RESOLUTION 2016-60

WHEREAS, the use of mobile computing in the Police Department patrol fleet is essential for productivity; and

WHEREAS, several of the patrol fleet computers need to be replaced; and

WHEREAS, the Police Department has reviewed and researched multiple replacement options; and

WHEREAS, the Police Department identified the Dell Latitude 12, Rugged Extreme tablet as the most cost effective replacement option.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the Police Department purchase of ten, 10, Dell Latitude 12 Rugged Extreme tablets at \$3,022.13 each and 10 docking stations at \$451.81 each from state contract #14252 OC for a total cost of \$34,739.40

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 22, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 18, 2016	☐ City Attorney



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item G-9

#2016-61 - Approving Bid Award for One (1) 2017 Wastewater Belt Trailer for the Wastewater Division of the Public Works Department

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Treatment Plant Engineer
Meeting: March 22, 2016
Subject: Approving Bid Award for One (1) 2017 Wastewater Belt Trailer for the Wastewater Division of the Public Works Department
Presenter(s): John Collins PE, Public Works Director

Background

On February 25, 2016 the Wastewater Division of the Public Works Department advertised for bid for one (1) 2017 Wastewater Belt Trailer. The solicitation was sent to eleven (11) potential bidders.

Discussion

Two (2) bids were received and opened on March 10, 2016. The Wastewater Division of the Public Works Department and the Purchasing Division of the Attorney's office reviewed the bids that were received. The belt trailer bid by GI Trailer of Grand Island, Nebraska meets all of the specifications. This belt trailer will be a front-line piece of equipment utilized on a daily basis for hauling sludge from the Wastewater Treatment Plant to the Landfill for disposal.

This new trailer will replace the current method of using a dump truck and a pup (a smaller trailer that can be used in combination with another trailer for over the road) to haul sludge to the Landfill. Presently the equipment operator has to jack-knife the current truck/trailer combination to unload the sludge, often times causing damage to the tongue on the pup trailer. The new trailer has a belt system, allowing the sludge to be forced out of the back of the trailer and eliminates the dump truck lifting vertically to dispose of the sludge on unstable ground at the Landfill. A seal is also part of this new trailer, which will not allow liquid to leak out while being transported.



<i>BIDDER</i>	<i>BASE PRICE</i>	<i>NET COST</i>
GI Trailer of Grand Island, NE	\$78,623.00	\$78,623.00
Wilson Trailer Company	\$81,000.00	\$81,000.00

Funds were budgeted for Fiscal Year 2015/2016 and are available in Account No. 53030054-85625.

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 purchase of one (1) 2017 Wastewater Belt Trailer from GI Trailer of Grand Island, Nebraska in the amount of \$78,623.00.

Sample Motion

Motion to approve the resolution.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: March 10, 2016 at 2:00 p.m.
FOR: (1) 2017 Wastewater Belt Trailer
DEPARTMENT: Public Works
ESTIMATE: \$90,000.00
FUND/ACCOUNT: 53030054-85625
PUBLICATION DATE: February 25, 2016
NO. POTENTIAL BIDDERS: 11

SUMMARY

Bidder:	<u>GI Trailer</u> Grand Island, NE	<u>Wilson Trailer Company</u> Grand Island, NE
Bid Security:	Cashier's Check	Old Republic Surety Co.
Exceptions:	Noted	None
Base Price:	\$78,623.00	\$81,000.00
Warranty:	<u>N/A</u>	<u>N/A</u>
Total Bid:	\$78,623.00	\$81,000.00
Delivery Date:	90 days	90 days

cc: John Collins, Public Works Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Renae Griffiths, Finance Director
Marvin Strong, WWTP Supt.

P1872

RESOLUTION 2016-61

WHEREAS, the City of Grand Island invited sealed bids for one (1) 2017 Wastewater Belt Trailer for the Wastewater Division of the Public Works Department, according to specifications on file with the Public Works Department; and

WHEREAS, on March 10, 2016 bids were received, opened and reviewed; and

WHEREAS, GI Trailer of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, such bid being in the net amount of \$78,623.00; and

WHEREAS, GI Trailer's bid is fair and reasonable for such item.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of GI Trailer of Grand Island, Nebraska in the amount of \$78,623.00 for one (1) 2017 Wastewater Belt Trailer is hereby approved as the lowest responsive and responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 22, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 18, 2016	☐ City Attorney



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item G-10

**#2016-62 - Approving Bid Award for One (1) 2017 Model 94,500
GVW Conventional Truck-Tractor for the Wastewater Division of
the Public Works Department**

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Treatment Plant Engineer

Meeting: March 22, 2016

Subject: Approving Bid Award for One (1) 2017 Model 94,500 GVW Conventional Truck-Tractor for the Wastewater Division of the Public Works Department

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

Background

On February 25, 2016 the Wastewater Division of the Public Works Department advertised for one (1) 2017 Model 94,500 GVW conventional truck-tractor. The solicitation was sent to five (5) potential bidders.

Discussion

Four (4) bids were received and opened on March 10, 2016. The Wastewater Division of the Public Works Department and the Purchasing Division reviewed the bids received.

Bidder	Bid Price	Trade-In	Net Purchase Price
Hansen International Truck, Inc. of Grand Island, NE	\$126,938.00	\$13,000.00	\$113,938.00
Nebraska Peterbilt of Grand Island, NE	\$131,882.00	\$15,500.00	\$116,382.00
Nebraska Truck Center of Grand Island, NE	\$128,622.00	\$7,000.00	\$121,622.00
Volvo Truck of Omaha, NE	\$128,500.00	\$3,500.00	\$125,000.00

Funds were budgeted for Fiscal Year 2015/2016 and are available in Account No. 53030054-85625.

This truck-tractor is a front-line piece of equipment and will replace the current truck, which is utilized on a daily basis for hauling sludge from the Wastewater Treatment Plant to the Landfill for disposal. A picture of the current piece of equipment is shown below.



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 purchase of the truck-tractor from Hansen International Truck of Grand Island, Nebraska in the net amount of \$113,938.00.

Sample Motion

Move to approve the purchase of the truck-tractor from Hansen International Truck of Grand Island, Nebraska.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: March 10, 2016 at 2:15 p.m.
FOR: (1) 2017 Model 94,500 GVW Conventional Truck-Tractor
DEPARTMENT: Public Works
ESTIMATE: \$130,000.00
FUND/ACCOUNT: 53030054-85625
PUBLICATION DATE: February 25, 2016
NO. POTENTIAL BIDDERS: 5

SUMMARY

Bidder:	<u>Volvo Truck of Omaha, Inc.</u> Omaha, NE	<u>Nebraska Truck Center, Inc.</u> Grand Island, NE
Bid Security:	Cashier's Check	Cashier's Check
Exceptions:	Noted	Noted
Base Price:	\$128,500.00	\$128,622.00
Trade-In:	<u>\$ 3,500.00</u>	<u>\$ 7,000.00</u>
Total Bid:	\$125,000.00	\$121,622.00
Delivery Date:	July 2016	60 – 90 days
Bidder:	<u>Hansen International Truck, Inc.</u> Grand Island, NE	<u>Nebraska Peterbilt</u> Grand Island, NE
Bid Security:	Cashier's Check	Cashier's Check
Exceptions:	Noted	None
Base Price:	\$126,938.00	\$131,882.00
Trade-In:	<u>\$ 13,000.00</u>	<u>\$ 15,500.00</u>
Total Bid:	\$113,938.00	\$116,382.00
Delivery Date:	75-90 days	60 days

cc: John Collins, Public Works Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Renaë Griffiths, Finance Director
Marvin Strong, WWTP Supt.

P1873

RESOLUTION 2016-62

WHEREAS, the City of Grand Island invited sealed bids for one (1) 2017 Model 94,500 GVW Conventional Truck-Tractor for the Wastewater Division of the Public Works Department, according to specifications on file with the Public Works Department; and

WHEREAS, on March 10, 2016 bids were received, opened and reviewed; and

WHEREAS, Hansen International Truck of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, such bid being in the amount of \$126,938.00; and

WHEREAS, the current truck will be traded in for this new piece of equipment for a price \$13,000.00, resulting in a net purchase price of \$113,938.00; and

WHEREAS, Hansen International Truck's bid is fair and reasonable for such item.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Hansen International Truck of Grand Island, Nebraska in the net amount of \$113,938.00 for one (1) 2017 Model 94,500 GVW Conventional Truck-Tractor is hereby approved as the lowest responsive and responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 22, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 18, 2016	☐ City Attorney



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item G-11

#2016-63 - Approving Request from the YMCA for Permission to Use City Streets, Hike/Bike Trail, and State Highway for the 2016 State Fair Marathons

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

Council Agenda Memo

From: John Collins PE, Public Works Director

Meeting: March 22, 2016

Subject: Consideration of Approving Request from the YMCA for Permission to Use City Streets, Hike/Bike Trail, and State Highway for the 2016 State Fair Marathons

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

Background

The YMCA in cooperation with the State Fair has expanded the Bill Seymour one half marathon into several marathons. The YMCA is seeking Council approval and notice to the Nebraska Department of Roads for the routes.

Discussion

The Marathons will be held the morning of Saturday, August 27, 2016. The Marathon routes will require the use of City streets and bike trails, as well as crossing US Highway 34 and running in one lane of US Highway 30. Please see the attached maps for the various routes.

State Statute 39-1359 requires the City Council to approve the route and for the City to then inform the Nebraska Department of Roads that the route has approval if it closes or blocks any part of a State highway. This is a requirement for any race, parade or march that would create some closure of the highway. This action then makes the City responsible for the liability of using a State highway for the event.

The Marathon planners from the YMCA and State Fair have met with public safety, public works and the county highway department and other affected departments in planning for the event. The routes being presented to the Council for approval have been agreed upon as the best identified and have previously been used for such event.

Alternatives

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

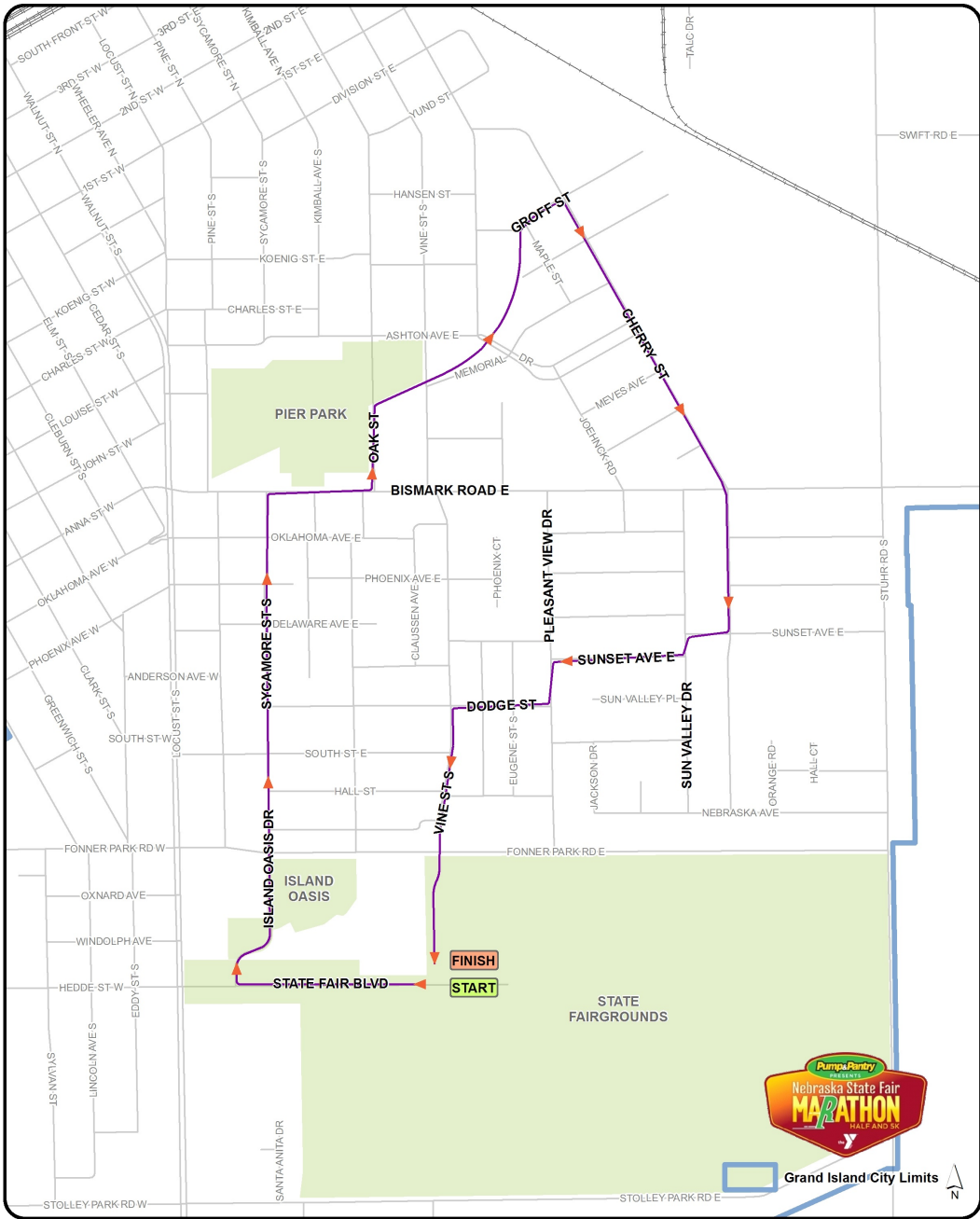
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

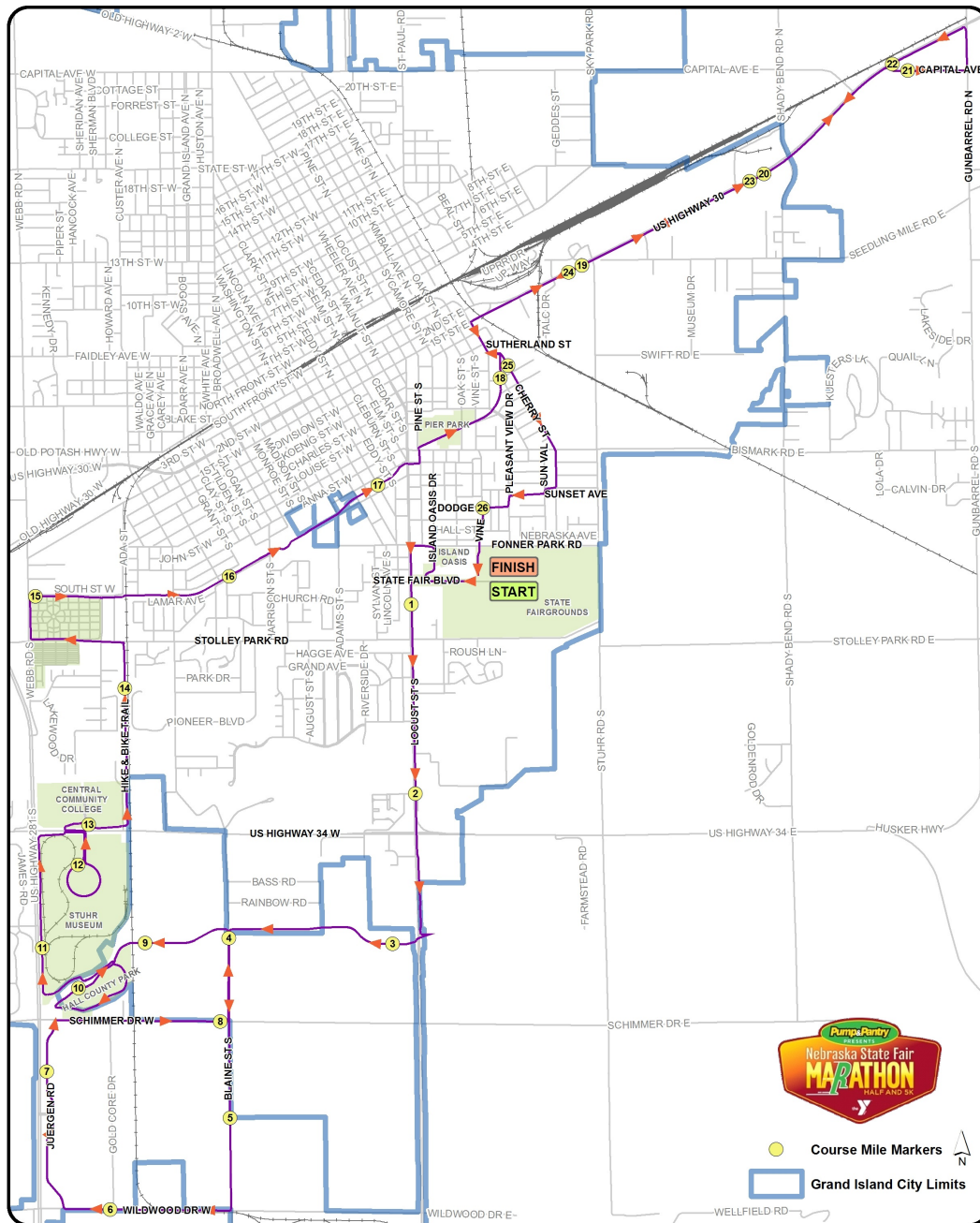
City Administration recommends that the Council approve the YMCA's presented routes for the 2016 State Fair Marathons and direct that the Nebraska Department of Roads be notified of this action.

Sample Motion

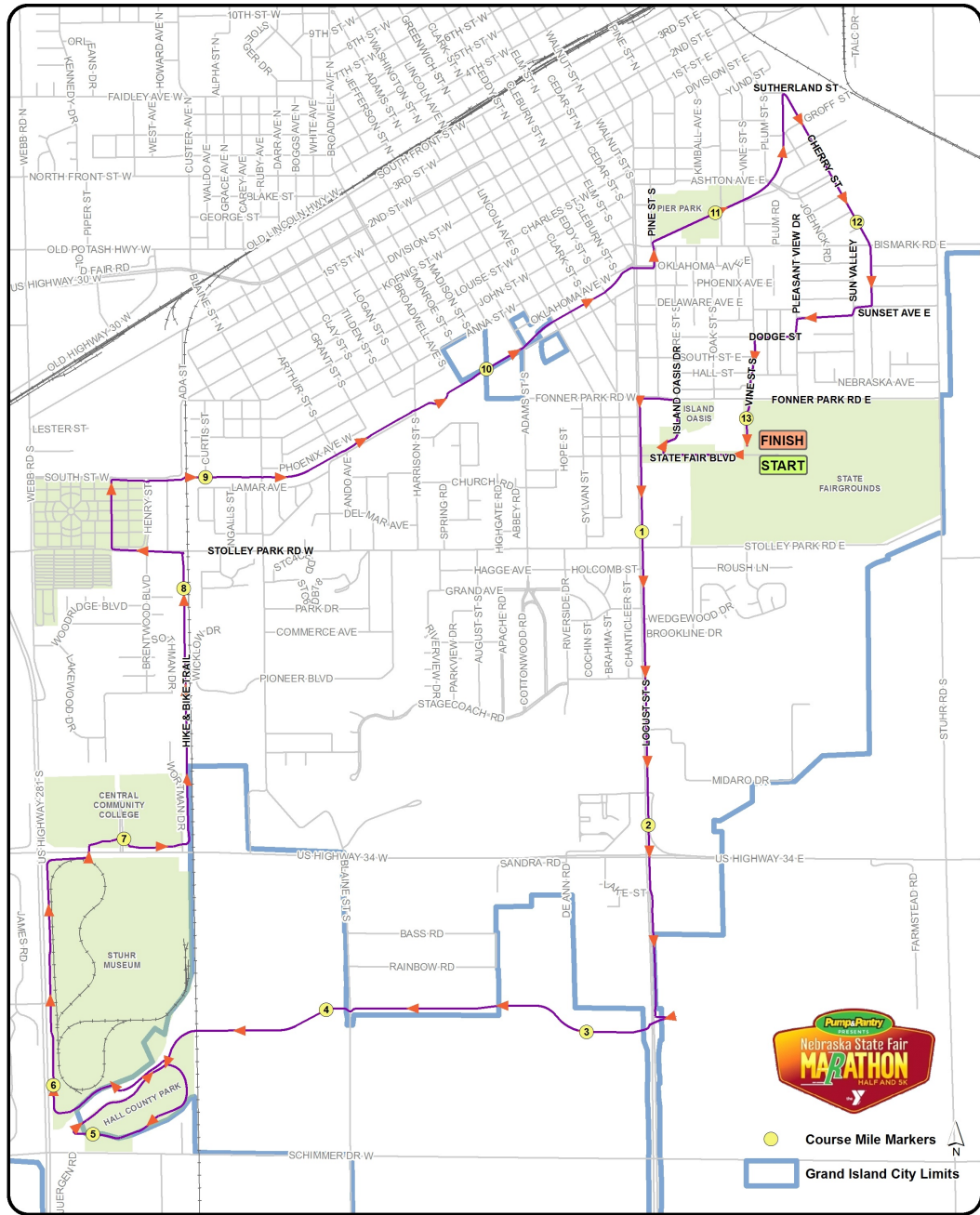
Move to approve the resolution.



HC GIS 2014 DD



HC GIS 2014 DD



HC GIS 2014 DD

RESOLUTION 2016-63

WHEREAS, the YMCA and State Fair have expanded the Bill Seymour half marathon into several marathons; and

WHEREAS, the YMCA has worked with City and County departments in planning the marathon race routes and developed acceptable routes; and

WHEREAS, specific wording is required by the Nebraska Department of Roads (NDOR) pursuant to Neb. Rev. Stat §39-1359, and

WHEREAS, the City accepts the duties set out in neb. Rev. Stat. §39-1359, and that if a claim is made against the State, the City shall indemnify, defend, and hold harmless the State from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event, more specifically defined as the 2015 State Fair Marathons to be held on August 27, 2016; and

WHEREAS, the route for the special event necessitates the usage of US Highway 34; Wortman Drive to US Highway 281, and US Highway 30; Gunbarrel Road to 1st Street, Grand Island, Nebraska; and

WHEREAS, the special event will be held on August 27, 2016, with the control of US Highway 34 and US Highway 30 being assumed by the City at 6:30 am on August 27, 2016 and ending at 12:30 pm on August 27, 2016, at which time control of US Highway 34; Wortman Drive to US Highway 281, and US Highway 30; Gunbarrel Road to 1st Street, shall revert to the State.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Notice of Use of City Streets and State Highways to accommodate the 2016 State Fair Marathons to be held on August 27, 2016 is hereby approved.

BE IT FURTHER RESOLVED, that the Nebraska Department of Roads shall be notified of the approved route and this Notice.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 22, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 18, 2016	☐ City Attorney



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item G-12

#2016-64 - Approving Designating Portions of the East Side of Lincoln Avenue, Adjacent to Goodwill Industries at 1804 South Eddy Street as No Parking

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: March 22, 2016

Subject: Approving Designating Portions of the East Side of Lincoln Avenue, Adjacent to Goodwill Industries at 1804 South Eddy Street as No Parking

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

Background

Council action is required to designate No Parking on any public street.

A request was submitted by Good Industries to eliminate a portion of parking on the east side of Lincoln Avenue, adjacent to Goodwill Industries at 1804 South Eddy Street. The request is to mark twenty (20) feet on both the north and south side of the Goodwill Industries driveway as no parking.

Discussion

The Public Works Department reviewed the request for this area and recommends twenty (20) feet on both the north and south side of the Goodwill Industries driveway be designated no parking, as noted on the attached sketch. Removing such parking will eliminate the current sight obstruction caused by cars parking in this area and provide for a safer exit from the Goodwill Industries parking lot.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the resolution designating a portion of the east side of Lincoln Avenue, adjacent to Goodwill Industries at 1804 South Eddy Street as No Parking.

Sample Motion

Move to approve the resolution.

RESOLUTION 2016-64

WHEREAS, the City Council, by authority of §22-77 of the Grand Island City Code, may by resolution, entirely prohibit or fix a time limit for the parking and stopping of vehicles in or on any public street, public property, or portion thereof; and

WHEREAS, due to safety issues, the Public Works Department is requesting No Parking be allowed along the east side of Lincoln Avenue adjacent to 1804 South Eddy Street twenty (20) feet north and south of the driveway at this location; and

WHEREAS, it is recommended that such restricted parking request be approved.

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

1. A No Parking Zone is hereby designated along the east side of Lincoln Avenue adjacent to 1804 South Eddy Street twenty (20) feet north and south of the driveway at this location.
2. The City's Street Division of the Public Works Department shall erect and maintain the signs and pavement markings as necessary to effect the above regulation.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 22, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
March 18, 2016	☒ City Attorney



ENTRANCE POINT

PROPOSED NO PARKING ZONE

20'

20'

DELTA STREET

LINCOLN AVENUE

FAIDLEY AVENUE

LINCOLN AVENUE

LEGEND

PROPOSED NO PARKING ZONE

CITY OF GRAND ISLAND PUBLIC WORKS DEPARTMENT

SCALE: 1" = 60'
 DATE: MARCH 2016
 DRAWN BY: M. SOTO
 APPVD. BY: PUBLIC WORKS

LINCOLN AVENUE NO PARKING ZONES



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item G-13

#2016-65 - Approving Lease Purchase of a New Motor Grader for the Streets Division of the Public Works Department

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: March 22, 2016

Subject: Approving Lease Purchase of a New Motor Grader for the Streets Division of the Public Works Department

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

Background

On January 15, 2016 a Request for Proposals (RFP) for a New Motor Grader with lease purchase financing for the Streets Division of the Public Works Department was advertised in the Grand Island Independent and sent to eight (8) potential proposers.

The Streets Division currently owns and uses four (4) motor graders that are used to grade gravel streets and alleys, grading detention cells, and snow removal. Offered as a trade-in is a 1975 CAT 120G Motor Grader (Unit 234) with approximately 12,000 hours and a repair cost to purchase price ratio of 1.20.

Discussion

Two (2) proposals were opened on February 24, 2016 and thoroughly reviewed by a committee comprised of five (5) staff from the Streets Division and Fleet Services Division. The proposals were evaluated on the following criteria:

CRITERIA	POINTS
Quality of product / services and ability to furnish the products and services required by the City	40
Warranty Offered	20
Ability to provide initial training and long-term training for City personnel	15
Costs associated with products and services	15
Value offered for Trade-In Equipment	10
TOTAL POINTS	100

Murphy Tractor of Grand Island, NE received the highest ranking by the committee based on the established criteria with their proposal of a 2016 John Deere 672G Motor Grader (brochure attached).

Equipment options and lease terms were negotiated for the purchase of the equipment. John Deere Finance was asked to give two amortization schedules, one using the FY 15-16 budgeted amount of \$25,000 for a down payment and one with no down payment (Attachment 2).

A total savings using the budgeted \$25,000 down payment is only \$1,756.90; therefore Public Works is recommending a zero down payment (see below) and using the \$25,000 budgeted funds to assist with the overage in the snow removal budget from the February 2016 blizzard.

Purchase Price:	\$233,600
Offered Trade-In Amount	\$20,000
Net Price:	\$213,600
Finance Company:	John Deere Finance
No. of Annual Payments	5 (60 month term)
Interest Rate	2.75
Down Payment:	\$0
Annual Payment	\$45,723.02 (1 st payment due November 10, 2017)
Interest	\$15,011.10
Total Repayment Amount	\$228,611.20

Annual payments will be budgeted each year for Council 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 the lease purchase of a New Motor Grader from Murphy Tractor of Grand Island, NE with a zero down payment financing provided by John Deere Finance.

Sample Motion

Move to approve the lease purchase of a New Motor Grader from Murphy Tractor of Grand Island, NE with a zero down payment financing provided by John Deere Finance.

G/GP-SERIES GRADERS

164–211 kW (220–283 hp)



JOHN DEERE





Choose the operating system that works for you — fingertip armrest or low-effort mechanical controls. Either way, levers are arranged in the familiar industry-standard pattern, and deliver smooth, predictable response.

Your choice of EPA Tier 2, 3, or Interim Tier 4 (EU Stage II, IIIA, and IIIB) fuel-efficient John Deere diesels deliver generous displacement, power, and lugging ability. (Tier 2/Stage II not available in the U.S. and Canada.)

Production-boosting GP features such as automated cross-slope control and push-button-activated return-to-straight make the most of a seasoned operator's skills. And help improve an inexperienced operator's game.

Long-term durability is bolstered by larger-than-usual articulation joint roller bearings, big-displacement wet-sleeve diesel engines, and heavy-duty transmissions, to list just a few.

Only our graders are available with John Deere WorkSight™. This easy-to-use comprehensive suite of technology increases uptime and productivity while lowering operating costs. JDLink™ machine monitoring provides real-time machine utilization and health data, plus location information. Fleet Care proactively suggests maintenance to correct problems early before they create costly downtime. Service ADVISOR™ Remote enables your dealer to read diagnostic codes, record performance data, and even update software without a trip to the jobsite. And grade-control options make it easy to add your preferred system.

Key specifications	670G/GP	672G/GP	770G/GP	772G/GP	870G/GP	872G/GP
Net power (IT4/Stage IIIB)	164 kW (220 hp)	175 kW (235 hp)	183 kW (245 hp)	198 kW (265 hp)	198 kW (265 hp)	211 kW (283 hp)
Net peak torque	1101 Nm (812 lb.-ft.)	1173 Nm (865 lb.-ft.)	1235 Nm (911 lb.-ft.)	1319 Nm (973 lb.-ft.)	1300 Nm (959 lb.-ft.)	1375 Nm (1,014 lb.-ft.)
Net torque rise	68%	62%	57%	50%	53%	51%
Typical operating weight	19 205 kg (42,340 lb.)	19 976 kg (44,040 lb.)	19 396 kg (42,760 lb.)	20 217 kg (44,570 lb.)	20 303 kg (44,760 lb.)	21 187 kg (46,710 lb.)
Blade pull	12 800 kg (28,220 lb.)	17 587 kg (38,773 lb.)	13 150 kg (28,990 lb.)	17 913 kg (39,491 lb.)	13 299 kg (29,320 lb.)	18 082 kg (39,864 lb.)

Seeing is believing.

It's easy to see why these graders are destined to become industry favorites. Visibility is clearly unsurpassed, with a large expanse of floor-to-ceiling tinted glass, narrow front console, and streamlined saddle arms giving way to a commanding view of the work at hand. What's more, the spacious walk-through cab's many amenities provide all of the fatigue-beating comfort and quiet an operator could ever want. So you can count on the kind of productivity you need.

Which grader's visibility is truly best-in-class? Depends on where you're looking. On ours, you have an unobstructed view of the things you need to see. Like the heel and toe, and back side of the blade. Even the area beneath the front axle is clearly visible, so you can see oncoming obstacles.

Storage is generous with numerous overhead compartments, plus a place for a beverage, cooler, cell phone, and other carryons.

Standard 15-amp converter (30-amp available) and two 12-volt outlets provide convenient power for cell phones and other electronic devices.

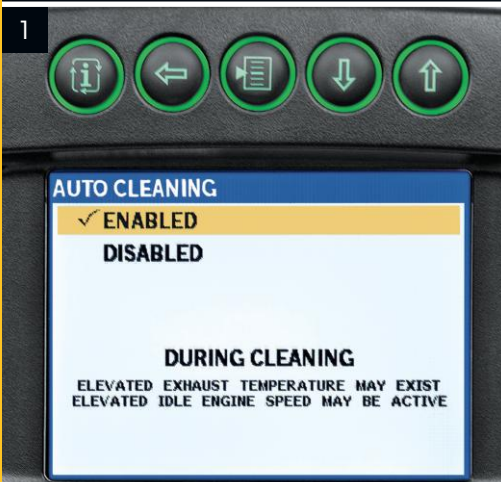
Narrow center console and streamlined saddle bring the blade and front tires within focus. On GP models (shown), control linkages have been eliminated and front windows lowered 114 mm (4 1/2 in.) to further enhance blade visibility.

Highly efficient HVAC system employs 13 directional vents for superior all-season comfort. Sliding side glass and available swing-out lower front windows add ventilation.

Push-button-activated cruise control helps reduce operator fatigue. Simply depress the brake or throttle pedals to return to manual operation.

Tinted glass, adjustable front and rear shades, and extended roofline help reduce glare. Standard front and rear intermittent wipers and rear window defogger also help keep the view clear.

We've got your back with large adjustable mirrors that give a clear view of the tandems and ripper. Heated mirrors are also available. If you need to see more, an optional camera displays the action behind you on the color LCD monitor in front of you.





1. Multi-language LCD monitor gives push-button access to a wealth of machine info including vital and general operating conditions, diagnostic codes, and even the activity behind you (when equipped with camera). On IT4 Stage IIIIB-equipped graders, exhaust filter operation and maintenance status are indicated with on-screen displays.

2. Sealed-switch module provides push-button control of 25 machine functions including keyless start. When enabled, keyless start requires a numeric pass code that helps prevent unauthorized machine operation.

3. Yet another example of doing things your way — an alternate mounting position on the right-side ROPS post makes it easy to relocate the monitor, giving way to a grade-control display.

The genius behind our grader controls.

Armed with input from the people who run them, we set out to design the ideal operating system for our next-generation graders. You talked, we listened, and that's why we offer a choice.

For unsurpassed productivity with a grade-control system, opt for a GP model. Eight armrest-mounted fingertip-actuated controls, including steering lever, are arranged in the industry-standard pattern on each side of the steering wheel. Unlike the joysticks used in other graders, your operator won't have to relearn the controls. Or be concerned about unintentionally actuating hydraulic functions when turning, backing up, working on a slope, or V-ditching.

No extra levers required for grade control. Instead, knob-integrated push buttons provide convenient, fingertip activation.

Beyond their predictable operator-friendly controls, GP models come equipped with cross-slope, return-to-straight, and IGC ready. These and numerous other value-added advantages quickly pay for themselves in increased productivity.





1. With high/wide-back and heated lower cushion, the GP grader's air-suspension seat provides exceptional daylong comfort.
2. Automated cross-slope simplifies holding a consistent slope by reducing operation to a single lever. An operator simply selects the desired slope and the side of the blade that will be manually controlled. Once set, the system automatically adjusts the opposite blade-lift cylinder to maintain the slope. It's a Grade Pro exclusive that helps veteran operators be their best and inexperienced operators get up-to-speed more quickly.
3. Cross-slope monitor can also be used as a slope meter. Colored bars on the LCD screen indicate the blade position in relation to the desired slope — to help stay on grade.
4. At the touch of a button, return-to-straight automatically straightens an articulated frame. For quicker work cycles.
5. Only John Deere offers you a choice of controls. Our G-Series models come standard equipped with conventional mechanical levers positioned in the industry-accepted pattern and deliver precise, predictable low-effort control.





Levels everything but the playing field.

The G-Series' taller mainframe lets these highly productive graders shoulder larger loads and navigate more easily over obstacles. Provides plenty of clearance for a mid-mount scarifier, and simplifies blade setup and operation, too. You won't find easier-running graders, either. Our exclusive Event-Based Shifting (EBS) transmission delivers smooth-as-silk gear and direction changes, for exceptional control and grading precision without extra effort. There's nothing else like them.



Best-in-class lever efforts are combined with Pressure-Compensated Load-Sensing (PCLS) hydraulics to ensure consistent, predictable, and precise response.

Automatic differential lock stays engaged when travelling straight, disengages in turns exceeding 10 degrees, and re-engages when returning to straight.

When engine-stall prevention senses an overload, the system automatically shifts the transmission to neutral and issues a visual alert. This John Deere exclusive helps prolong uptime and engine life.

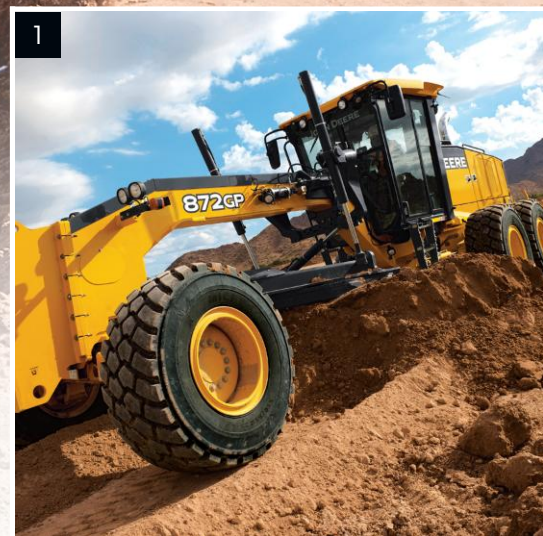
With five true working speeds below 16 km/h (10 mph) and a top speed of 45 km/h (28 mph), it's easy to match ground speed to the work. Autoshift option automatically shifts gears four through eight, for even easier operation.

Optimized moldboard curvature and generous circle torque help keep blades heaped and loads rolling.

Choose from front scarifier, mid-mount scarifier, or rear scarifier/ripper. There's also a front-lift option that simplifies adding a bulldozer blade or V-plow.

Our "open-architecture" design lets you employ your favorite brand of grade-control system. GP models come factory equipped with bulkhead connectors, sensor mounts, electrical wiring harnesses, integrated controls, and exclusive universal moldboard mast mounts. So adding *Topcon*, *Trimble*, *Leica* or other grade-control systems is neat, quick, and noninvasive. For the most seamless solution, choose the optional Topcon 3D-MC² grade-control system that's ready to go when you take delivery of your GP Motor Grader.

1. Generous throat clearance between the top of the blade and bottom of the circle provides smooth material flow across the blade. Plenty of blade clearance makes it easy to navigate over obstacles, too.
2. Jackscrew-adjusted side-shift wear inserts keep the moldboard tight and precise. Takes only minutes to return tolerances to factory spec.
3. Exclusive ball-and-socket draft-frame pivot and seven-position saddle provide best-in-class blade setup and improved ditch cutting, ditch cleaning, and reach outside the tires.



Nothing runs like a Deere, because nothing is built like one.

Downtime is lost time. Which is why we loaded-up these graders with durability-enhancing advantages that promise to deliver years of trouble-free service. Large-displacement heavy-duty wet-sleeve diesel engines. Larger-than-usual axle shafts, differential locks, hydraulic cylinders, and front axles. Biggest-in-class articulation joint roller bearings. And solid-state electronics and sealed-switch modules, to list just a few. When you know how they're built, you'll run a John Deere.

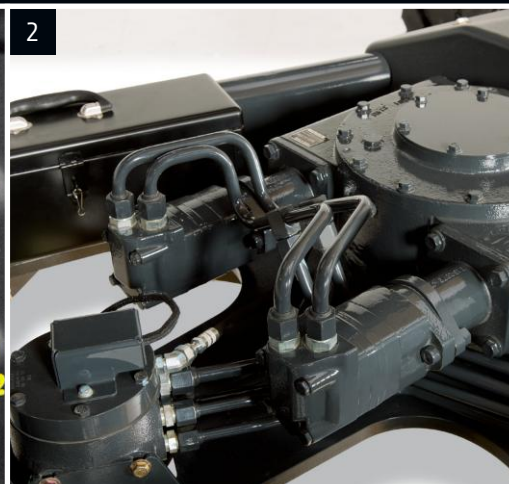
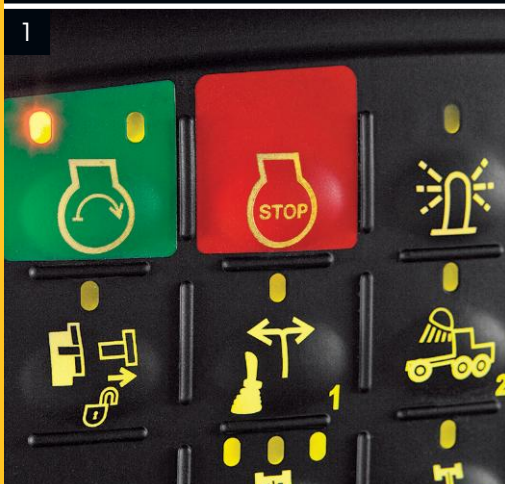
Variable-speed hydraulic reversing fan cycles to eject debris from the radiator and cooler cores only as needed, reducing fuel consumption while lowering sound levels and daily operating costs. Or choose your preferred cleaning cycles through the in-cab monitor.

Exclusive auto-shutdown turns off the engine after an operator-determined time of idling. Saves fuel and reduces wear on engine, transmission, and hydraulic components.

Self-adjusting wet-disc brakes are mounted inboard, where they run cool, clean, and unexposed to corrosive materials.

Purpose-built PowerShift™ transmission employs durable heavy-duty clutches and bearings, for reliable performance, shift after shift.

Separate transmission, hydraulic, and axle filtration and cooling systems prevent cross-contamination for longer component life.





1. Sealed-switch module (SSM) and electrical center employ circuit-board technology that reduces connections from 25 to one, and wires from 100 to four. Solid-state seals and switches keep out moisture and debris, and are proven reliable for more than two million cycles.
2. Exclusive heavy-duty twin-drive circle gearbox delivers significantly increased durability in heavy-loaded applications. Standard on 870G/GP and 872G/GP, it's optional on others.
3. Our IT4 Stage IIIB technology is simple, fuel efficient, fully integrated, and fully supported. It employs field-proven cooled exhaust gas recirculation (EGR) for reducing NO_x, and a diesel particulate filter (DPF) and diesel oxidation catalyst (DOC) to reduce particulate matter. Periodic active and passive regeneration automatically cleans the filter without impacting machine productivity.
4. High-strength circle and draft frame withstand high-impact loads. Available blade-impact system further protects structural components from damage caused by run-ins with obstructions.



From blue-topping to heavy dirt work, six-wheel-drive G-Series Motor Graders are more productive in all kinds of applications.

Exclusive power-management system balances the demand between the front and rear wheels, delivering smooth six-wheel power.

Six-wheel drive enables these graders to work across steep slopes, carry big loads through corners, and direct the front wheels while ditching without spinning out.

1. Steering system automatically adjusts the speed of the outside front tire while increasing pull to provide full-power turns.

2. If traction and speed are what you need, you get it with a John Deere. All three models deliver six-wheel drive through 7th gear and 32 km/h (20 mph).

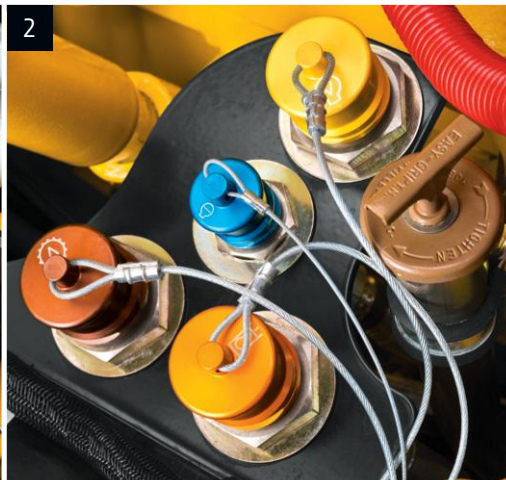
3. Power is nothing without control. On our six-wheel-drive graders, the front wheels engage smoothly and in sync with the rear tandems — making them highly adept at finishing.

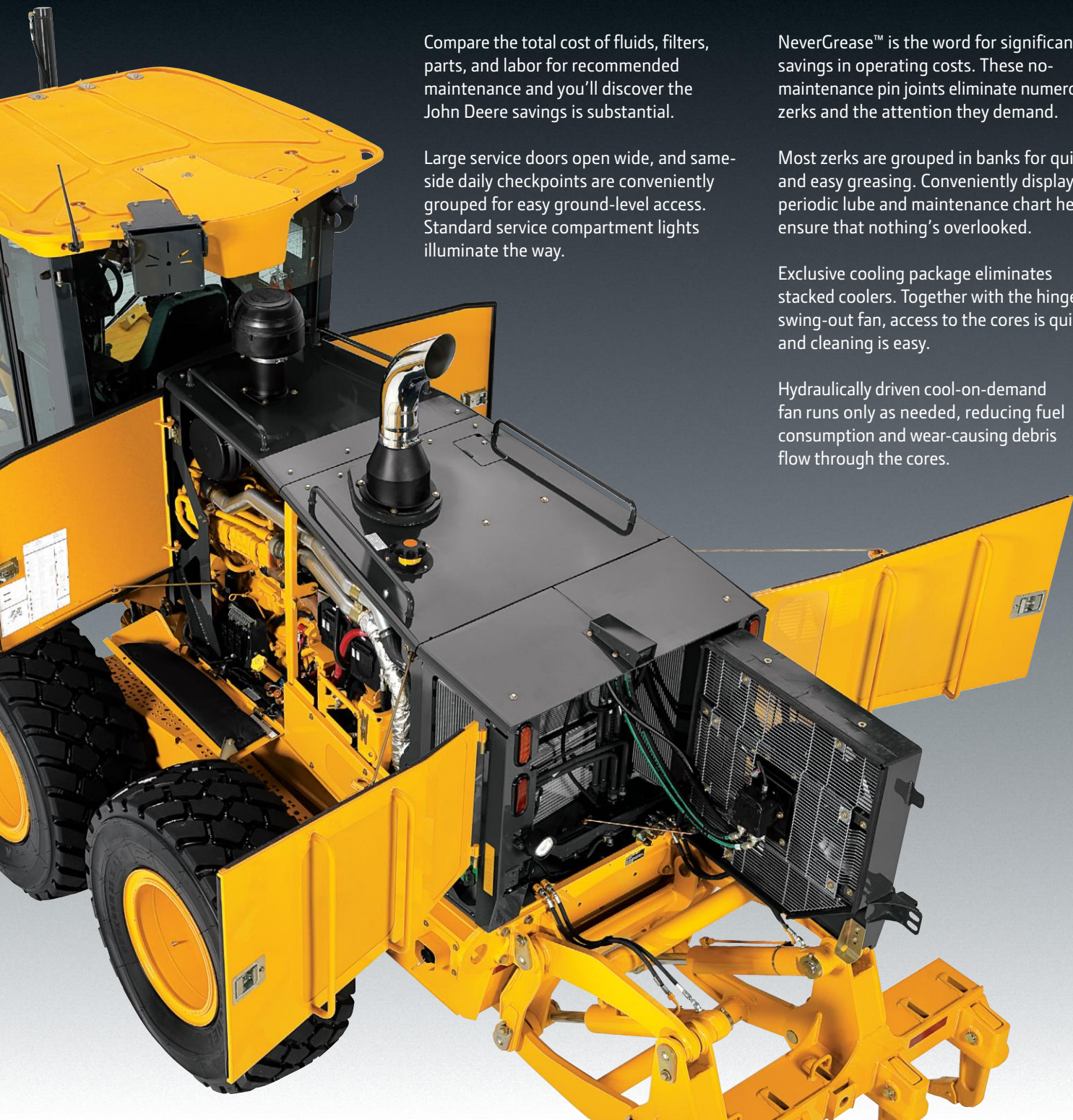


Open wide and be awed.

Unlatch the large side panels and you'll discover the many ways these graders minimize maintenance. And help keep daily operating costs low. Our exclusive slide-out coolers and hinged fan provide wide-open access to both sides of the cores for simplified clean-out. Grouped same-side service points make quick work of the daily routine. Easy-to-check sight gauges and fluid reservoirs. Quick-change filters. Convenient fluid-sample ports and advanced self-diagnostics — the G-Series are loaded with time- and money-saving features that help keep maintenance manageable.

1. Maintenance personnel will appreciate the unique easy-access hydraulic, transmission, and differential filter bank.
2. Available quick fluid-service ports help speed servicing to increase uptime. 500-hour engine oil/filter; 2,000-hour transmission, hydraulic, and axle filters; and 4,000-hour transmission, hydraulic, and axle oil-service intervals minimize maintenance.
3. Ground-level fueling and a fast-fill option get you back into the rat race more quickly.
4. Two-hour replaceable super-tough nylon or bronze draft frame and circle wear inserts minimize maintenance labor.
5. Should a problem arise, easy-to-navigate LCD monitor provides diagnostic info and even offers possible troubleshooting solutions to decrease downtime.
6. IT4 Stage IIIB diesel particulate filter is easily removed through the top of the engine compartment. Minimum service interval is 5,000 hours, and must be done by a John Deere dealer or other qualified service provider.





Compare the total cost of fluids, filters, parts, and labor for recommended maintenance and you'll discover the John Deere savings is substantial.

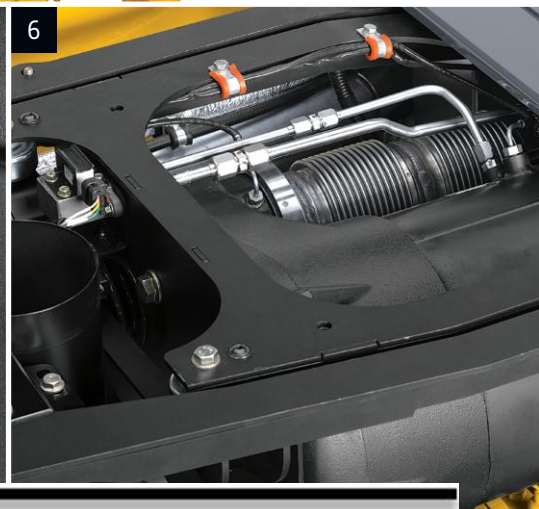
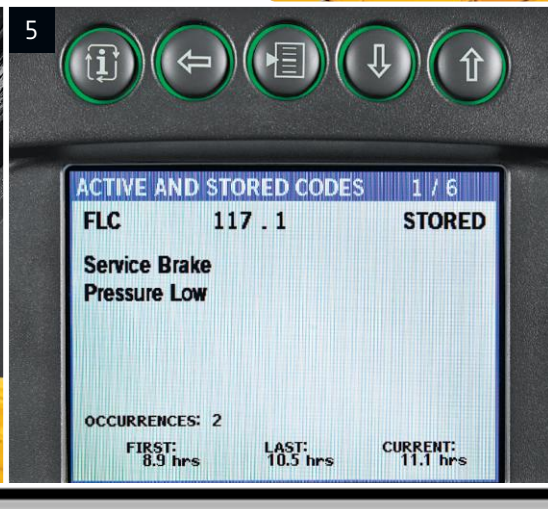
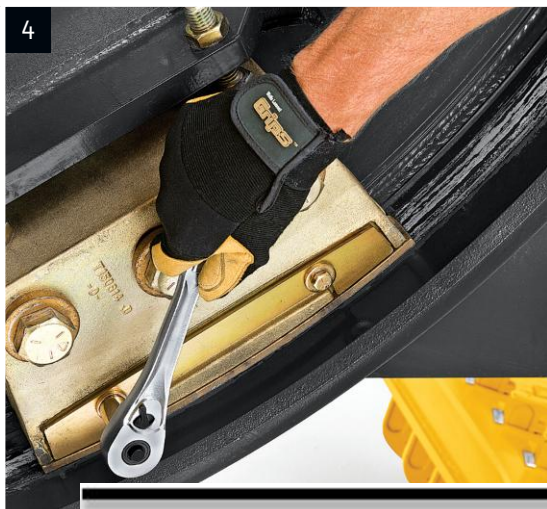
Large service doors open wide, and same-side daily checkpoints are conveniently grouped for easy ground-level access. Standard service compartment lights illuminate the way.

NeverGrease™ is the word for significant savings in operating costs. These no-maintenance pin joints eliminate numerous zerks and the attention they demand.

Most zerks are grouped in banks for quick and easy greasing. Conveniently displayed periodic lube and maintenance chart helps ensure that nothing's overlooked.

Exclusive cooling package eliminates stacked coolers. Together with the hinged swing-out fan, access to the cores is quick and cleaning is easy.

Hydraulically driven cool-on-demand fan runs only as needed, reducing fuel consumption and wear-causing debris flow through the cores.



AMORTIZATION SCHEDULE FOR NEW MOTOR GRADER					
Annual Payments	Down payment	Annual Payment	Interest*	Principal	Total
5	\$0.00	\$45,723.02	\$15,011.10	\$213,600.00	\$228,611.10
5	\$25,000.00	\$40,370.64	\$13,254.20	\$213,600.00	\$226,854.20
				Difference	\$1,756.90

*Interest rate of 2.75%, compounded monthly

RESOLUTION 2016-65

WHEREAS, the City of Grand Island invited proposals for a New Motor Grader, according to Request for Proposals on file with the Public Works Department; and

WHEREAS, on February 24, 2016 proposals were received, reviewed, and evaluated in accordance with established criteria; and

WHEREAS, Murphy Tractor of Grand Island, Nebraska submitted a proposal in accordance with the terms of the Request for Proposals and received the highest ranking based on the established criteria; and

WHEREAS, the options and lease purchase terms were negotiated for a net purchase price of \$213,600; and

WHEREAS, such amount will be financed by John Deere Finance for five (5) annual payments of \$45,723.02 with the first payment due on November 10, 2017; and

WHEREAS, the total repayment amount will be \$228,611.20.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the lease purchase of a New Motor Grader from Murphy Tractor of Grand Island, NE is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such contract on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 22, 2016

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 18, 2016	☐ City Attorney



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item G-14

**#2016-66 - Approving Interlocal Agreement with the Hall County
Airport Authority for On-Site Security**

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerom Janulewicz, City Attorney

Meeting: March 22, 2016

Subject: Approving of Security Interlocal Agreement with Hall County Airport Authority

Presenter(s): Jerom Janulewicz, City Attorney

Background

The Hall County Airport Authority (“Airport”) is required by federal regulations and as conditions to its federal funding to provide on-site uniformed, sworn and certified police officer support to the Transportation Security Administration (“TSA”) passenger screening checkpoints during checkpoint operating hours. The Airport is proposing to provide officers through an Interlocal Agreement with the City of Grand Island.

Discussion

The Hall County Airport Authority (“Airport”) is required by federal regulations and as conditions to its federal funding to provide on-site uniformed, sworn and certified police officer support to the Transportation Security Administration (“TSA”) passenger screening checkpoints during checkpoint operating hours. The Airport is proposing to provide officers through an Interlocal Agreement with the City of Grand Island. The Airport proposes to reimburse the City at the rate of \$30.00 per hour for each officer assigned to and performing duties pursuant to the proposed Interlocal Agreement.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Interlocal Agreement between the City and the Hall County Airport Authority for law enforcement services and authorize the Mayor sign the Interlocal Agreement.

Sample Motion

Move to approve the 2016 Interlocal Agreement between the City and the Hall County Airport Authority for law enforcement services.

**INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN
THE HALL COUNTY AIRPORT AUTHORITY
AND
THE CITY OF GRAND ISLAND**

THIS INTERLOCAL COOPERATION AGREEMENT is entered into this _____ day of _____, 2016, by and between the HALL COUNTY AIRPORT AUTHORITY, a Political Subdivision (“Airport Authority”) and the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation (“City”).

1. STATEMENT OF PURPOSE. The purpose of this Agreement is to establish an interlocal agreement by which the City will provide to the Airport Authority uniformed, sworn and certified police officers to carry out the operational terms and conditions of the LAW ENFORCEMENT PERSONNEL REIMBURSEMENT PROGRAM (“Program”) as set forth in the Law Enforcement Officer Program Statement of Joint Objectives applicable to Transportation Security Administration (“TSA”) and Airport Authority and in accordance with 49 C.F.R Part 1542.

2. CITY'S RESPONSIBILITIES AND DUTIES. The City's responsibilities and duties shall include:

a. The City will assign police officers (“LEOs”) on-site at the Central Nebraska Regional Airport (“Airport”) during TSA Screening checkpoint operating hours, and to provide law enforcement support to the passenger-screening checkpoints in keeping with requirements provided by TSA in accordance with the current Security Directive SD 1542-01-07 (series), regulations, and other authorities regarding law enforcement services, subject to

modification in how the checkpoints are stationed as necessary based on changes in threat levels, surges, seasonality and/or other circumstances as determined by the TSA Federal Security Director (“FSD”) in consultation with Authority. At a minimum, LEOs will: (i) support TSA’s screening operations, including dealing with attempts to bring prohibited items through the checkpoint, disorderly persons and similar tasks, (ii) follow an established law enforcement response standard which is mutually acceptable to the FSD, Authority and City. In addition the FSD, Authority and City will determine, where appropriate, the level of participation in TSA’s Layered Security Programs, such as Playbook, Table Top Exercises, Breach Drills and Joint Vulnerability Assessments. The City will promptly provide incident reports, police reports and other information when requested by TSA as part of a regulatory investigation and will fully cooperate with regulatory investigations.

b. The City shall have sole and exclusive discretion to assign, supervise and evaluate its LEOs assigned pursuant to the preceding paragraph. The parties agree that the LEOs provided by the City in furtherance of the Program shall continue as employees of the City and are not employees of the Airport Authority or TSA.

c. All LEOs assigned to the Airport shall be trained, qualified, certified, sworn, uniformed and competent to carry out the operational duties of the Program. Credentials of LEOs and verification will be provided upon request to the Airport Authority and FSD. The Airport Authority shall provide TSA/FAA training materials to the City at no cost. Each LEO shall possess all of the qualifications of

a LEO set forth in 49 C.F.R. Sec. 1542.217 (as may be amended from time to time).

d. The City shall provide to the Airport Authority such reports, records, information and documents as are necessary for the Airport Authority to carry out its responsibilities and duties pursuant to the Program and to obtain reimbursement as provided in the Agreement.

e. As mandated by the TSA in the Program, TSA shall have the right to examine or audit relevant financial records for a period of three (3) years after expiration of the terms of this Agreement as follows:

(i) As used in this clause, the term “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(ii) The City shall maintain and authorized Federal officials shall have the right to examine and audit all records and other evidence sufficient to reflect properly all hours claimed to have been incurred in performance of this Agreement. This right of examination shall include inspection at all reasonable times of the City’s offices, or parts of them, engaged in performing services pursuant to this Agreement. The City, upon request shall provide notice to TSA of the location and custodian of supporting documentation to include Time Sheets, Payroll Report or Other Documentation that substantiates the hours worked under this Agreement and will make them available for review during normal working hours when requested by an authorized Federal official.

(iii) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the City’s directly pertinent records involving transactions related to this Agreement. This Article may not be construed to require the City to create or maintain any record that it does not maintain in the ordinary course of business or pursuant to a provision of law.

(iv) The City shall make available at its office at all reasonable times the records, materials and other evidence described in preceding sections (i), (ii) and (iii) of this article, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement, or for any longer period required by statute or by other clauses of the RA. In addition:

(1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for three (3) years after any resulting final termination settlement; and

(2) Records relating to appeals under the "Contract Disputes" clause or to litigation or the settlement of contract disputes arising under or relating to the Program shall be made available until such appeals, litigation, or contract disputes are finally resolved.

f. RECORDS AND RELEASE OF INFORMATION. In the course of service under this Agreement, The LEOs may have access to certain information called "Sensitive Security Information" or "SSI", which is protected by Federal statute and regulation. The City shall take appropriate measures to protect proprietary, privileged or otherwise confidential information that may come into the LEOs possession as a result of services provided pursuant to this Agreement.

3. AIRPORT AUTHORITY RESPONSIBILITIES AND DUTIES. The Airport Authority responsibilities and duties shall include:

a. The Airport Authority shall reimburse the City for providing LEOs for the Airport as provided herein at the rate of \$30.00 per hour regardless of the actual cost to the City for each LEO at the time of service. Billing for reimbursement in excess of 1.0 hours shall be rounded as follows: 15 minutes or less shall be rounded down to the nearest hour; 16 minutes or more shall be rounded up to the nearest

hour with a minimum billing period of not less than 1.0 hours. The foregoing amount shall be payable by Authority to the City within 30 days of receipt of periodic statements to be sent by the City to the Airport Authority.

b. The Airport Authority shall advise the City of any operational deficiencies the Authority finds or receives notice of in the performance of this Agreement by the LEOs.

c. The Airport authority shall provide premises at the Airport for the LEOs assigned to the Airport which are suitable for performance of the duties required by the Program located as set forth on attached Exhibit "A". The City will provide furnishings, telephone, and other amenities in its discretion.

d. The Airport Authority shall consult regularly with the City concerning the Program to request any modifications to this Agreement which are deemed reasonable, appropriate and prudent and in conformity with the Program and associated documents.

4. DURATION. This Agreement shall be effective April 1, 2016 thru December 31, 2018, unless earlier terminated by the Airport Authority or the City. If the Program is further extended by the TSA, the hourly payment from the Airport Authority to the City shall be renegotiated with the City. Notwithstanding the foregoing, this Agreement may be terminated earlier by either the Airport Authority or the City providing thirty (30) days written notice to the other.

5. ACQUISITION, OWNERSHIP AND DISPOSAL OF PERSONAL PROPERTY.

All personal property and fixtures acquired and used in furtherance of the Program shall be owned by the entity which pays for said personal property or fixture. In the event the Program is terminated or is not superseded by another Interlocal Cooperation Agreement, the parties shall take possession of their respective personal property and fixtures or said property may be left in place at the Airport, whichever is mutually agreeable to the parties. The parties acknowledge and agree that all computer software and licenses shall remain the property of the City.

6. SEPARATE ENTITY. The parties agree that no separate entity is created by this Agreement.

7. CHOICE OF LAWS. This Agreement shall be construed in accordance with the laws of the State of Nebraska, including, but not limited to, the Interlocal Cooperation Act, Neb. Rev. Stat., §13-801 et seq., as amended.

8. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the City and Airport Authority relating to the Program and may be amended only in writing, duly approved, adopted and executed by the respective parties.

9. NOTICES. All notice envisioned under the terms and conditions of this Agreement shall be sent to the other party by first class, United States mail, postage prepaid and addressed as follows:

City of Grand Island
Attn: Mayor
PO Box 1968
Grand Island, NE 68802

Hall County Airport Authority
Attn: Executive Director
3855 Sky Park Road
Grand Island, NE 68801

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal corporation,

Dated: _____

BY _____
Mayor

Attest: _____
City Clerk

HALL COUNTY AIRPORT AUTHORITY,
A Political Subdivision

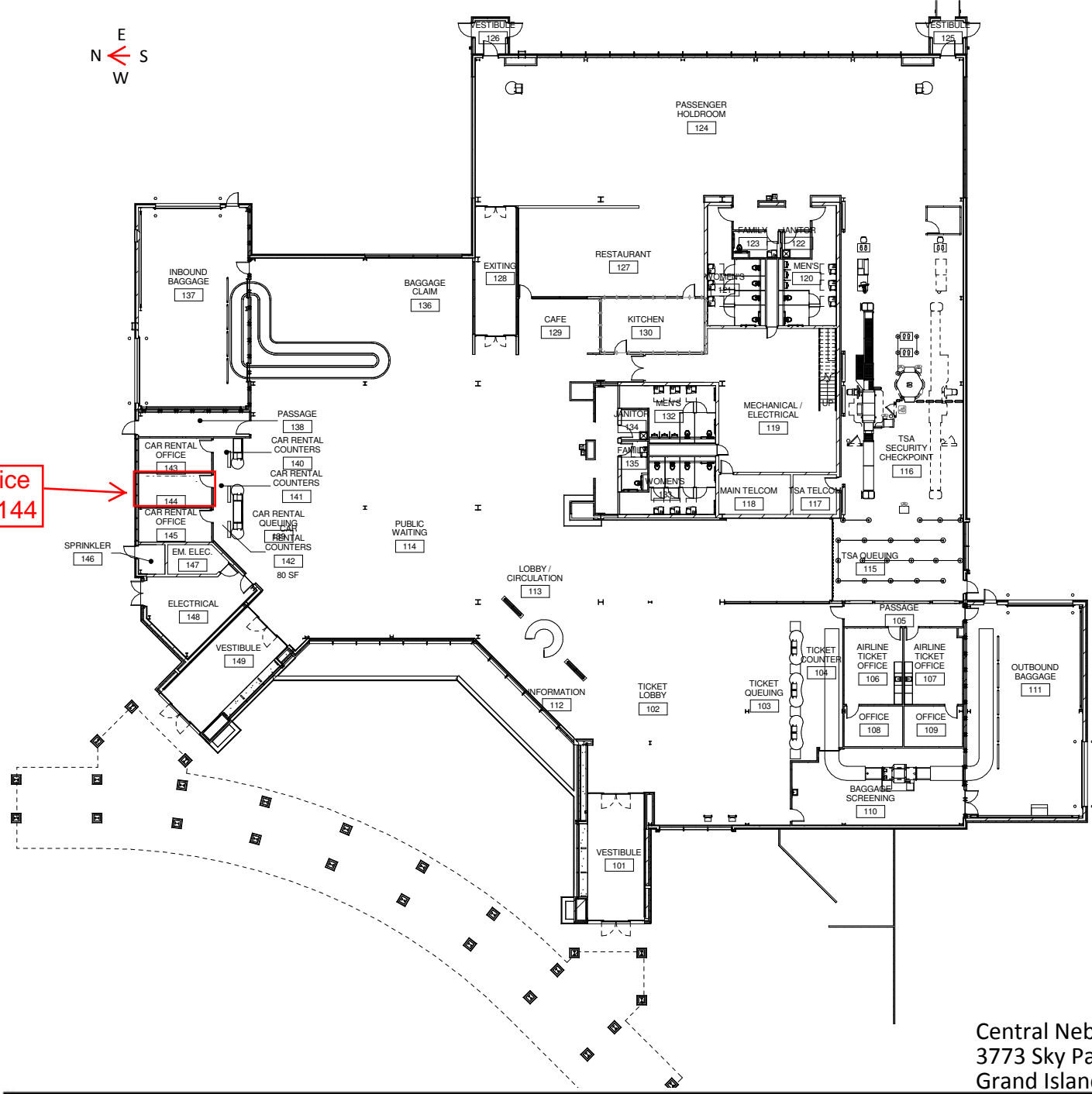
Dated: _____

BY _____
Executive Director

Attest: _____
Administrative Assistant



LEO Office Room #144



Central Nebraska Regional Airport
3773 Sky Park Road
Grand Island, NE 68801

RESOLUTION 2016-66

WHEREAS, The Hall County Airport Authority (“Airport”) is required by federal regulations and as conditions to its federal grant agreements to provide on-site uniformed, sworn and certified police officers support to the Transportation Security Administration (“TSA”) passenger screening checkpoints during checkpoint operating hours, and

WHEREAS, the Airport is requesting that the City of Grand Island provide such law enforcement officers at the Airport during such screening operating hours, and

WHEREAS, the Hall County Airport Authority will reimburse the City at the rate of \$30.00 per hour per officer for providing law enforcement services to the Airport under an Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement with the Hall County Airport Authority.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute the 2016 Interlocal Agreement between the Hall County Airport Authority and the City of Grand Island, Nebraska.

Adopted by the City Council of the City of Grand Island, Nebraska, March 22, 2016.

Jeremy Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	□ _____
March 18, 2016	□ City Attorney



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item G-15

#2016-67 - Approving Pipeline Crossing Agreement with the Nebraska Central Railroad Company to cross an Industrial Spur line at the north end of the Central NE Regional Airport

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: March 22, 2016

Subject: Pipeline Crossing Agreement at the Nebraska Central Railroad Company Crossing for Water Main Project 2015-W-10 at the North end of the Central Nebraska Regional Airport

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Over the past several years, the Utilities Department has carried out a program to replace the water mains that go under Railroad tracks throughout the town and tie the water distribution system together.

A sketch of the crossing area is attached for reference.

Discussion

In order to proceed with this project, a crossing agreement with the Nebraska Central Railroad Company will be required. Nebraska Central Railroad has a number of requirements regarding utility pipeline crossing their right-of-way, and the Department has submitted application for the construction of the new crossing for the railroad's review. Attached is a copy of their proposed agreement for the project. The industrial Spur: 3.67 at the northerly end of the Central Nebraska Regional Airport crossing agreement Engineering Station 30+67, includes a one-time fee of \$1,000.00.

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

It is recommended that Council authorize the execution of the Pipeline Crossing Agreement with the Nebraska Central Railroad Company for Water Main Project 2015-W-10, and approve the one-time fee of \$1,000.00.

Sample Motion

Move to authorize the execution of the Pipeline Crossing Agreement with the Nebraska Central Railroad Company for Water Main Project 2015-W-10.



PIPELINE CROSSING AGREEMENT

Industrial Spur: 3.67
Location: Grand Island, NE

THIS AGREEMENT (“Agreement”) is made and entered into as of this 4th day of March, 2016, (“Effective Date”) by and between **NEBRASKA CENTRAL RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and the **CITY OF GRAND ISLAND**, to be addressed at P.O. Box 1968, Grand Island, NE 68802 (“Licensee”).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the license fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

one 10” cased pipeline for distribution of potable water only located at Industrial Spur track 3.67; Engineering Station 30+67.

across Licensor's track(s) and property (the “Pipeline”) in the location shown and in conformity with the dimensions and specifications indicated on the print and marked **Exhibit A**, attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than transporting and conveying recycled water, and the Pipeline shall not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **ONE THOUSAND DOLLARS (\$1,000.00)**.

Article 3. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

Article 4. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Pipeline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a

copy of this Agreement to its contractor and require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Article 5. INSURANCE.

A. During the life of the Lease, Licensee shall fully comply with the insurance requirements described in **Exhibit C**.

B. Failure to maintain insurance as required shall entitle, but not require, Licensor to terminate this License immediately.

C. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this license, those statutes shall apply.

D. Licensee hereby acknowledges that is has reviewed the requirements of **Exhibit C**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the pipeline which is the subject of this Agreement.

Article 6. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

NEBRASKA CENTRAL RAILROAD

CITY OF GRAND ISLAND

By: _____

By: _____

Name Printed: _____

Name Printed: _____

Title: _____

Title: _____

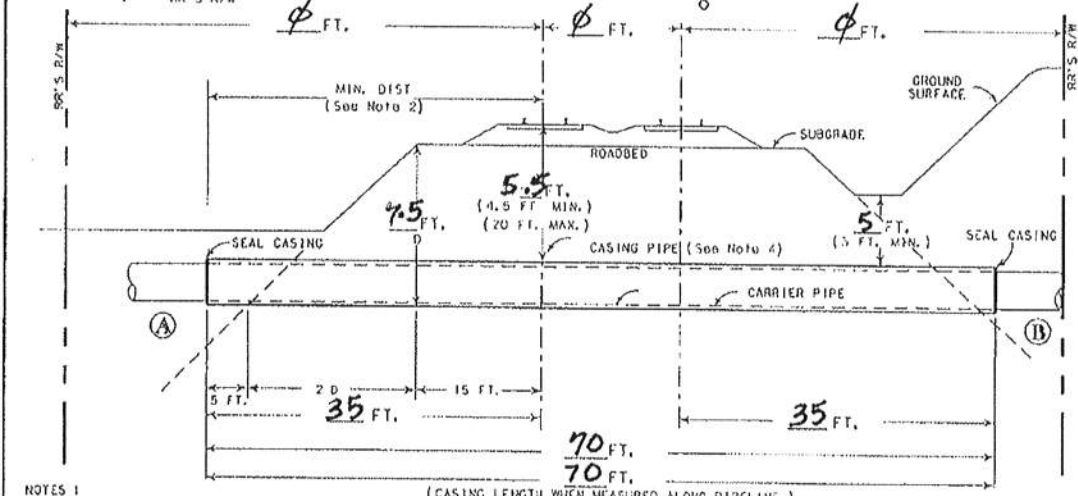
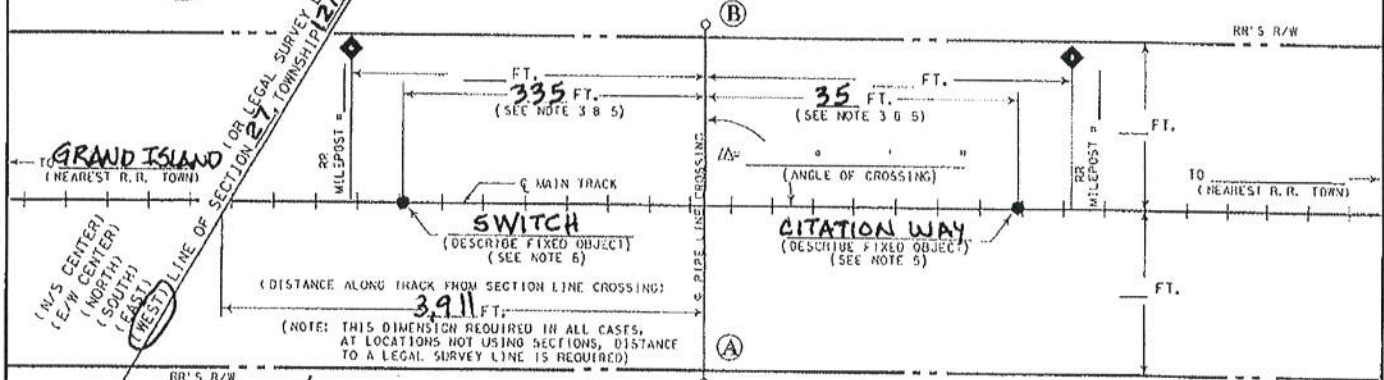
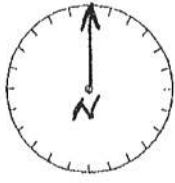
PLACE ARROW INDICATING NORTH DIRECTION RELATIVE TO CROSSING

FORM DR-0404-B
REV. 5-15-98

ENCASED NON-FLAMMABLE PIPELINE CROSSING

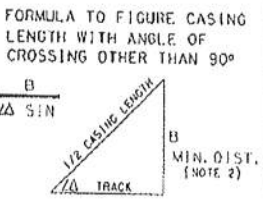
NOTE: ALL AVAILABLE DIMENSIONS MUST BE FILLED IN TO PROCESS THIS APPLICATION.

NO SCALE



MINIMUM THICKNESS	DIAMETER OF CASING PIPE	
.2500"	1 1/4"	12" OR LESS
.3125"	5/16"	OVER 12" - 18"
.3750"	3/8"	OVER 18" - 22"
.4375"	7/16"	OVER 22" - 28"
.5000"	1/2"	OVER 28" - 34"
.5625"	9/16"	OVER 34" - 42"
.6250"	5/8"	OVER 42" - 48"

OVER 48" MUST BE APPROVED BY R.R. CO.
NOTE: THIS CHART IS ONLY FOR SMOOTH STEEL CASING PIPES WITH MINIMUM YIELD STRENGTH OF 35,000 PSI.



- NOTES 1
- ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM ϵ OF TRACK.
 - CASING TO EXTEND BEYOND THE ϵ OF TRACK AT RIGHT ANGLES THE GREATER OF $2D + 20$ FT., OR 30 FT., AND BEYOND LIMIT OF RAILROAD RIGHT-OF-WAY IF NECESSARY TO PROVIDE PROPER LENGTH OUTSIDE OF TRACK.
 - MINIMUM OF 50' FROM THE END OF ANY RAILROAD BRIDGE, ϵ OF ANY CULVERT, OR FROM ANY SWITCHING AREA.
 - SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
 - ALLOWABLE FIXED OBJECTS INCLUDE: BACKRALLS OF BRIDGES; ϵ OF ROAD CROSSINGS OR OVERHEAD VIADUCTS (GIVE ROAD NAME), OR CULVERTS.
 - CASING AND CARRIER PIPE MUST BE PLACED A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE. ANY EXCAVATION REQUIRED WITHIN 5 FEET OF THE EXISTING FIBER OPTIC CABLE MUST BE HAND DUG.

A) IS PIPELINE CROSSING WITHIN DEDICATED STREET? YES; NO;
 B) IF YES, NAME OF STREET CITATION WAY
 D) DISTRIBUTION LINE YES OR TRANSMISSION LINE _____
 C) CARRIER PIPE :
 COMMODITY TO BE CONVEYED POTABLE WATER
 OPERATING PRESSURE 75 PSI
 WALL THICKNESS 0.26" ; DIAMETER 10" ; MATERIAL DUCTILE IRON ;
 E) CASING PIPE :
 WALL THICKNESS 0.375 ; DIAMETER 20" ; MATERIAL STEEL ;
 NOTE : CASING MUST HAVE 2" CLEARANCE BETWEEN GREATEST OUTSIDE DIAMETER OF CARRIER PIPE AND INTERIOR DIAMETER OF CASING PIPE. WHEN FURNISHING DIMENSIONS, GIVE OUTSIDE OF CARRIER PIPE AND INSIDE OF CASING PIPE.
 F) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S) :
 DRY BORE AND JACK (WET BORE NOT PERMITTED) ;
 TUNNEL ; OTHER _____
 G) WILL CONSTRUCTION BE BY AN OUTSIDE CONTRACTOR? YES; NO;
 H) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 35 (30' MIN.)
 I) APPLICANT HAS CONTACTED 1-800-336-9193, U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE DOES ; DOES NOT ; EXIST IN VICINITY OF WORK TO BE PERFORMED . TICKET NO. N/A

EXHIBIT "A"
(FOR RAILROAD USE ONLY)

Nebraska Central Railroad
(SUBDIVISION)

M. P. 3.67 E. S. 30+67

ENCASED Waterline CROSSING AT
Grand Island NE
(NEAREST CITY) (COUNTY) (STATE)

City of Grand Island
(APPLICANT)

RR FILE NO. _____ DATE 3-4-16

WARNING
IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE. PHONE : 1-800-336-9193

30+67

27+32



Industrial Spur @ 3.67
 Crossing @ E.S. 30+67

EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.
- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

- A. The Pipeline shall be designed, constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering – Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.
- B. All work performed on property of the Licensor in connection with the design, construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.
- C. Prior to the commencement of any work in connection with the design, construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline from Licensor's property, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support, the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith, which expenses shall include all assignable costs.

- D. The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.
- E. In the prosecution of any work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 3. NOTICE OF COMMENCEMENT OF WORK / LICENSOR REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.

- A. If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial, and any subsequent work with the following employee of Licensor or his or her duly authorized representative (hereinafter "Licensor Representative" or "Railroad Representative"):

Nebraska Central Railroad
 1701 S. 13
 Norfolk, NE 68702-6727
 Phone:402-750-4086
 Fax: 402-371-4588
 Ted Rydel

- B. Licensee, at its own expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Licensor's approval of plans and specifications involving the work, or by Licensor's collaboration in performance of any work, or by the presence at the work site of a Licensor Representative, or by compliance by Licensee with any requests or recommendations made by the Licensor Representative.
- C. At the request of Licensor, Licensee shall remove from Licensor's property any employee who fails to conform to the instructions of the Licensor Representative in connection with the work on Licensor's property. Licensee shall indemnify Licensor against any claims arising from the removal of any such employee from Licensor's property.
- D. Licensee shall notify the Licensor Representative at least ten (10) working days in advance of proposed performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Licensor's track(s) at any time, for any reason, unless and until a railroad flagman is provided to watch for trains. Upon receipt of such ten (10) day notice, the Licensor Representative will determine and inform Licensor whether a flagman need be present and whether any special protective or safety measures need to be implemented. If flagging or other special protective or

safety measures are performed by Licensor, Licensor will bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state or local governmental entity. If Licensor will be sending the bills to Licensee, Licensee shall pay such bills within thirty (30) days of receipt of billing. If Licensor performs any flagging, or other special protective or safety measures are performed by Licensor, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

- E. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- F. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Licensor is required to pay the flagman and which could not reasonably be avoided by Licensor by assignment of such flagman to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.
- G. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

- H. Without limitation of the provisions of paragraph G above, Licensee shall keep the job site free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the job.
- I. Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Prompt notification shall be given to Licensor of any U.S. Occupational Safety and Health Administration reportable injuries. Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of Licensor, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- J. If and when requested by Licensor, Licensee shall deliver to Licensor a copy of its safety plan for conducting the work (the "Safety Plan"). Licensor shall have the right, but not the obligation, to require Licensee to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.

- A. The license herein granted is subject to the needs and requirements of the Licensor in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Pipeline, or move all or any portion of the Pipeline to such new location, or remove the Pipeline from the Licensor's property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor, at its sole election, finds such action necessary or desirable.
- B. All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

- A. The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be designed, constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.
- B. Explosives or other highly flammable substances shall not be stored on Licensor's property without the prior written approval of Licensor.

- C. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Licensor's trackage shall be installed or used by Licensor or its contractors without the prior written permission of Licensor.
- D. When not in use, any machinery and materials of Licensee or its contractors shall be kept at least fifty (50) feet from the centerline of Licensor's nearest track.
- E. Operations of Licensor and work performed by Licensor's personnel may cause delays in the work to be performed by Licensee. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Licensor and third parties so as to avoid interference with railroad operations. The safe operation of Licensor's train movements and other activities by Licensor take precedence over any work to be performed by Licensee.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

- A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Licensor's property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.
- B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTORS, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON LICENSOR'S PROPERTY.**

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

- A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.
- B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensee in any manner moves or disturbs any of the property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such property to the same condition as the same were before such property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

- A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).
- B. AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM ANY LOSS OF ANY KIND, NATURE OR DESCRIPTION ARISING OUT OF,**

RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE PIPELINE OR ANY PART THEREOF;

2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;

3. THE PRESENCE, OPERATION, OR USE OF THE PIPELINE OR CONTENTS ESCAPING THEREFROM;

4. THE ENVIRONMENTAL STATUS OF THE PROPERTY CAUSED BY OR CONTRIBUTED TO BY LICENSEE;

5. ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER; OR

6. LICENSEE'S BREACH OF THIS AGREEMENT,

EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT AND ACTIVE NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.

C. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit of proceeding brought against any indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, reasonable attorney's fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments.

Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, to perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 13. TERMINATION.

- A. If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.
- B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.
- C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

Section 16. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

EXHIBIT C

Contract Insurance Requirements

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Nebraska Central Railroad Company Property” as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Coverage For Certain Operations In Connection With Railroads” ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing “Nebraska Central Property” as the Designated Job Site.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

Licensee’s statutory liability under the workers’ compensation laws of the state(s) affected by this Agreement.

Employers’ Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability insurance. Licensee must maintain “Railroad Protective Liability” insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

The definition of “JOB LOCATION” and “WORK” on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement

E. **Umbrella or Excess** insurance. If Licensee utilizes umbrella or excess policies, and these policies must “follow form” and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker’s compensation and employers liability) must include Railroad as “Additional Insured” using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad’s negligence whether sole or partial, active or passive, and shall not be limited by Licensee’s liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Licensee required in this agreement, where permitted by law This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D
SAFETY STANDARDS

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Licensee or its contractors, subcontractors, or agents, as well as any subcontractor or agent of any Licensee.

I. Clothing

- A. All employees of Licensee will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Licensee's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Licensee shall require its employee to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Licensee's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers

- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Licensee and its contractor are responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a minimum distance of at least twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized work wear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Licensee must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Licensee will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

- A. It is the responsibility of Licensee to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Licensee's equipment is unsafe for use, Licensee shall remove such equipment from Railroad's property. In addition, Licensee must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
 - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other rail bound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

- A. Licensee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Licensee shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Licensee meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

RESOLUTION 2016-67

WHEREAS, the construction of Water Main Project 2016-W-10 will require a crossing under an industrial spur line at the north end of the Central Nebraska Regional Airport; and

WHEREAS, the Nebraska Central Railroad Company requires a Pipeline Crossing Agreement to be entered in to for persons crossing its property for such purposes with a one-time fee payment of \$1,000.00 for the crossing under the industrial spur line at the north end of the Central Nebraska Regional Airport; and

WHEREAS, the City Attorney's office has reviewed the proposed Pipeline Crossing Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Pipeline Crossing Agreement, by and between the City and the Nebraska Central Railroad Company, for the construction and maintenance of Water Main Project 2015-W-10 at the north end of the Central Nebraska Regional Airport, is hereby approved; and the Mayor is hereby authorized to sign such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 22, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
March 18, 2016	☒ City Attorney



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item G-16

#2016-68 - Approving Continuing Disclosure Agreement and Certificate of Participant Agreement with Omaha Public Power District for 2016 Series A Bonds

Staff Contact: Tim Luchsinger, Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Attorney
Timothy Luchsinger, Utilities Director

Meeting: March 22, 2016

Subject: Nebraska City Unit #2 – Separate System Bonds
Continuing Disclosure Agreement and Certificate of Participant

Presenter(s): Tim Luchsinger, Utilities Director

Background

The City of Grand Island is a participant in a coal fired power plant along with the Omaha Public Power District (OPPD). The unit is the second on that site and is generally referred to as NC#2. The methods of project funding are included in the Power Participation Agreement (PPA) between the City and OPPD.

This is a 664 MW power plant with OPPD having 300 MW committed to their system and 332 MW dedicated to seven Project Participants; public power utilities in Nebraska, Missouri and Minnesota. Grand Island's Participation Share is 34 MW. The financing of the project is structured such that OPPD will issue their bonds for their share and will also issue the bonds for the Participants' share. The Participants' costs to service that debt are to be billed monthly over the 40 year life of the plant. Participants were obligated under the PPA to begin Capital Cost payments at the time the unit went into commercial operation in 2009. The bond issue for the Participants' Share of the Capital Costs is referred to as the Separate System Bonds.

Discussion

Continuing Disclosure Agreement

Once the long term financing was in place for the Participants' share of the project capital costs, the administration of the bond issue requires each of the Participants to provide annual financial information to OPPD who will act as the Dissemination Agent. OPPD will then compile the annual information from each Participant for dissemination to the bond holders and Underwriters in accordance with the bond covenants.

Attached is the *Continuing Disclosure Agreement*. By execution of this agreement, the City certifies that it will provide the required financial and operating information

annually to OPPD over the term of the bond issue. The City also agrees that it will notify OPPD of circumstances that might occur during the term of the bonds that would have a material affect on the financial status of the Electric Utility. The information provided under this agreement would normally be provided by the City in support of Electric Revenue bonds issued directly by the City, but in the case of the NC#2 Project, each Participant makes submittal to OPPD, the Dissemination Agent, who compiles the data for dissemination in accordance with the Bond Covenants.

All participants in the Separate System Bonds issuance are required to execute the *Continuing Disclosure Agreement*.

Certificate of Participant

The NC#2 Separate System Bond issue requires the compilation of financial and operating data from each of the project Participants in order to prepare the Official Statement and other documents necessary to proceed with the issuance of the bonds to finance the Participants' share of the construction project. Each Participant must provide the required information and certify that this information is correct.

Attached is the *Certificate of Participant*. By execution of this document the City certifies that the information provided for preparation of the Separate System Bonds issue is correct and that there are not material legal matters pending which would affect the Participants' ability to meet its obligation to the project at the date of bond issuance.

All participants in the Separate System Bonds issuance are required to execute a *Certificate of Participant*.

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 *Continuing Disclosure Agreement* and the *Certificate of Participant* be approved by Council for execution by the Mayor.

Sample Motion

Move to approve the *Continuing Disclosure Agreement* and the *Certificate of Participant* and to authorize the Mayor to execute the documents.

\$103,685,000
OMAHA PUBLIC POWER DISTRICT (NEBRASKA)
SEPARATE ELECTRIC SYSTEM REVENUE BONDS (NEBRASKA CITY 2)
2016 SERIES A

THIS CONTINUING DISCLOSURE AGREEMENT, dated as of April 13, 2016 (this “Disclosure Agreement”), is executed and delivered by the undersigned (the “Participant”) and Omaha Public Power District, in its capacity as Dissemination Agent hereunder (the “Dissemination Agent”) and in its capacity as Issuer (the “Issuer”) of the above-captioned bonds (the “Bonds”) issued pursuant to the Issuer’s Resolution No. 6019 adopted November 13, 2014 (as supplemented by Resolution No. 6090 adopted December 17, 2015, collectively, the “Resolution”). The Participant and the Issuer covenant and agree as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Participant, the Dissemination Agent and the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with, and constitutes the written undertaking of the Participant for the benefit of the Bondholders required by, Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 C.F.R. § 240.15c2-12) (the “Rule”).

The Participant, as an “obligated person” within the meaning of the Rule, undertakes to provide the following information as provided in this Disclosure Agreement:

- (1) Annual Financial Information; and
- (2) Audited Financial Statements, if any.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“*Annual Financial Information*” means, in the case of the Participant, the financial information or operating data, provided at least annually, of the type included in the Participant’s section of Appendix A of the final official statement with respect to the Bonds as more specifically set forth in Exhibit A hereto, which Annual Financial Information may, but is not required to, include Audited Financial Statements. Annual Financial Information which consists of financial information derived from financial statements of the Participant (and not operating data) shall be prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board.

“*Audited Financial Statements*” means, in the case of the Participant, the annual audited financial statements of the Participant, if any. Audited Financial Statements shall be prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board.

“*Beneficial Owners*” means any person who has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds, including persons holding Bonds through nominees or depositories.

“*Dissemination Agent*” means initially, Omaha Public Power District, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer.

“*Holder*” means either the registered owners of the Bonds, or, if the Bonds are registered in the name of The Depository Trust Participant or another recognized depository, any applicable participant in its depository system.

“*MSRB*” means the Municipal Securities Rulemaking Board.

“*Participant Report Date*” has the meaning set forth in Section 3(a) hereof.

“*Participating Underwriters*” means the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“*Participation Agreement*” means the Participation Power Agreements dated January 15, 2004, between the District and each Participant and any replacements thereof, as the same may be amended from time to time, which contain commitments by the Participants to finance and pay for the construction and operation of the Separate System.

Section 3. Provision of Annual Reports.

(a) While any Bonds are outstanding, the Participant shall, or upon written direction shall cause the Dissemination Agent to, provide the Annual Financial Information on or before the 210th day after the end of each fiscal year (the “Participant Report Date”), beginning on or after the date hereof, to the MSRB. If the Dissemination Agent is to provide the Annual Financial Information, not later than 15 Business Days (as defined in the Resolution) prior to said date, the Participant shall provide the Annual Financial Information to the Dissemination Agent. The Participant shall include with each such submission of Annual Financial Information to the Dissemination Agent a written representation addressed to the Dissemination Agent, upon which the Dissemination Agent may conclusively rely, to the effect that the Annual Financial Information is the Annual Financial Information required to be provided by it pursuant to this Disclosure Agreement and that it complies with the applicable requirements of this Disclosure Agreement. In each case, the Annual Financial Information may be submitted as a single document or as a set of documents, and all or any part of such Annual Financial Information may be provided by specific cross-reference to other documents available to the public on the MSRB’s internet website, or filed with the Securities and Exchange Commission. The Audited Financial Statements, if any, may, but are not required to be, provided as a part of the Annual Financial Information.

If not provided as part of the Annual Financial Information, the Participant shall, or, upon furnishing such Audited Financial Statements to the Dissemination Agent shall

cause the Dissemination Agent to, provide Audited Financial Statements when and if available while any Bonds are Outstanding to the MSRB.

If by 15 Business Days prior to a Participant Report Date the Dissemination Agent has not received a copy of the Annual Financial Information, the Dissemination Agent shall contact the Participant to give notice that the Dissemination Agent has not received the Annual Financial Information and that such information must be provided to the MSRB, by the applicable Participant Report Date.

The Dissemination Agent shall, to the extent the Participant has provided the Annual Financial Information to the Dissemination Agent and required such information be sent to the MSRB, file a report with the Participant certifying that the Annual Financial Information has been provided by the Dissemination Agent to the MSRB pursuant to this Disclosure Agreement, stating the date it was provided.

If the Dissemination Agent does not receive the Annual Financial Information from the Participant required by clause (a) of this Section by the applicable Participant Report Date, the Dissemination Agent shall, without further direction or instruction from the Participant, provide to the MSRB, notice of any such failure to provide to the Dissemination Agent Annual Financial Information by the applicable Participant Report Date. For the purposes of determining whether information received from the Participant is Annual Financial Information, the Dissemination Agent shall be entitled conclusively to rely on the written representation made by the Participant pursuant to this Section.

All information provided by a Participant to the MSRB or to the Dissemination Agent pursuant hereto shall be provided in an electronic format as prescribed by the MSRB.

Section 4. Termination of Reporting Obligation. The Participant's, and the Dissemination Agent's and the Issuer's obligations under this Disclosure Agreement shall automatically terminate once the Bonds are no longer Outstanding.

Section 5. Dissemination Agent. The Issuer may, from time to time, with written notice to the Participant, appoint or engage a third-party Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent, upon notice to the Dissemination Agent. The initial Dissemination Agent shall be the Issuer. To the extent any Dissemination Agent engaged by the Issuer requires payment of a fee, or the Issuer incurs any expenses in discharging its obligations hereunder, the Participant shall promptly reimburse the Issuer for its pro rata portion of such fees (determined in such manner as pro rata payments are determined under the Participation Agreement).

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Participant, the Dissemination Agent and the Issuer may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived by the parties hereto, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, acceptable to the Participant and the Issuer, to the effect that such

amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule, provided that the Participant shall have provided notice of such delivery and of the amendment to the MSRB, provided that neither the Issuer nor the Dissemination Agent shall be obligated to agree to any amendment that modifies the duties or liabilities of the Dissemination Agent or the Issuer without their respective consent thereto. Any such amendment shall satisfy, unless otherwise permitted by the Rule, the following conditions:

(i) The amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the obligated person or type of business conducted;

(ii) This Disclosure Agreement, as amended, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(iii) The amendment does not materially impair the interests of Beneficial Owners and Holders of any of the Bonds, as determined either by parties unaffiliated with the Participant (such as counsel expert in federal securities laws), or by approving vote of Bondholders pursuant to the terms of the Resolution at the time of the amendment. The initial Annual Financial Information after the amendment shall explain, in narrative form, the reasons for the amendment and the effect of the change, if any, in the type of operating data or financial information being provided.

Section 7. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Participant from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Financial Information or other disclosure, in addition to that which is required by this Disclosure Agreement. If the Participant chooses to include any information in any Annual Financial Information or other disclosure in addition to that which is specifically required by this Disclosure Agreement, the Participant shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Financial Information.

Section 8. Default. In the event of a failure of the Participant, the Dissemination Agent or the Issuer to comply with any provision of this Disclosure Agreement, the Issuer, may, on its own behalf, or at the written direction of a Participating Underwriter, or the Holders of at least 25% in aggregate principal amount of Outstanding Bonds, shall, but only to the extent the Issuer receives indemnification to its satisfaction, or any Beneficial Owner or Holder of any of the Bonds may, seek mandate or specific performance by court order, to cause the Participant, the Dissemination Agent or the Issuer, as the case may be, to comply with its obligations under this Disclosure Agreement; provided that neither the Participant, the Dissemination Agent nor the Issuer shall be liable for monetary damages or any other monetary penalty or payment for breach of any of its obligations under this Section or unless, in the case of the Participant, such breach shall have been willful or reckless. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Resolution or Participation Agreement, and the rights and

remedies provided by the Resolution or Participation Agreement upon the occurrence of an “Event of Default” shall not apply to any such failure. The sole remedy under this Disclosure Agreement in the event of any failure of the Participant, the Dissemination Agent or the Issuer to comply with this Disclosure Agreement shall be an action to compel performance.

Section 9. Duties, Immunities and Liabilities of Issuer and Dissemination Agent. The Dissemination Agent (if other than the Issuer or the Issuer in its capacity as Dissemination Agent) and the Issuer shall have only such duties as are specifically set forth in this Disclosure Agreement. The Dissemination Agent and Issuer shall be paid compensation by the Participant for its services provided hereunder and all expenses, legal fees and advances made or incurred by the Dissemination Agent hereunder. Neither the Dissemination Agent nor the Issuer shall have any duty or obligation to review any information provided to it by the Participant hereunder or shall be deemed to be acting in a fiduciary capacity for the Participant, the Holders or Beneficial Owners of the Bonds or any other party. The obligations of the Participant under this Section shall survive resignation or removal of the Dissemination Agent or Issuer.

Section 10. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Participant, the Issuer, the Participating Underwriters and the Beneficial Owners and Holders of any Bonds and shall create no rights in any other person or entity.

Section 11. Interpretation. It being the intention of the Participant and the Issuer that there be full and complete compliance with the Rule, this Disclosure Agreement shall be construed in accordance with the written guidance and no-action letters published from time to time by the MSRB and the Securities and Exchange Commission and its staff with respect to the Rule.

Section 12. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Nebraska.

Section 13. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of Page Left Blank Intentionally]

CITY OF GRAND ISLAND, NEBRASKA

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

[Signature Page to City of Grand Island, Nebraska
Continuing Disclosure Agreement]

OMAHA PUBLIC POWER DISTRICT

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

[Signature Page to City of Grand Island, Nebraska
Continuing Disclosure Agreement]

EXHIBIT A

“Energy Sales and Customer Information”; “Condensed Statement of Operations”; “Net Revenues Available for Debt Service”; “Selected Balance Sheet Information”

4848-8185-9375.1

CERTIFICATE OF PARTICIPANT

**\$103,685,000
OMAHA PUBLIC POWER DISTRICT (NEBRASKA)
SEPARATE ELECTRIC SYSTEM REVENUE BONDS (NEBRASKA CITY 2)
2016 SERIES A**

The undersigned (the "Participant") hereby certifies as follows:

1. As of the date hereof, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending against the Participant or, to the best knowledge of the Participant, threatened against the Participant, affecting the corporate existence of the Participant or the titles of its officers and directors to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the performance of the Participant of its obligations under the Participation Power Agreement dated as of January 15, 2004, as amended to the date hereof (the "Participation Agreement"), between the Participant and the Omaha Public Power District (the "District") or the Transmission Facilities Cost Agreement effective as of September 7, 2006 and entered into by the Participant in connection with the Participation Agreement (the "Transmission Agreement"), or contesting or affecting as to the Participant the validity or enforceability of the Participation Agreement or Transmission Agreement, or contesting powers of the Participant or the execution and delivery by the Participant of the Participation Agreement or Transmission Agreement, nor, to the best knowledge of the Participant, is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the corporate existence or authority of the Participant or the authorization, execution, delivery or performance by the Participant under the Participation Agreement or the Transmission Agreement.

2. As of the date hereof, there exists no default under the Participation Agreement or Transmission Agreement nor has any event occurred which, with the passage of time or the giving of notice or both, would become a default under the Participation Agreement or Transmission Agreement.

3. The Participant has all necessary right, power and authority to execute and deliver the Continuing Disclosure Agreement dated as of March 11, 2015 by and between the Participant and the District. The Participant is not currently in default of its obligations under any other continuing disclosure agreements, including, without limitation, the Continuing Disclosure Agreements with the District dated December 1, 2005, September 28, 2006, December 2, 2008 and March 11, 2015.

4. The Participant acknowledges and agrees that the Participation Agreement has become effective in accordance with the requirements set forth in Section 23.10 and 23.11 of the Participation Agreement, and that the Participation Agreement and the Transmission Agreement constitute the legal, valid and binding obligations of Participant, enforceable in accordance with their terms. Without limiting the foregoing, the Participant agrees and acknowledges that LB 969 was passed by the 2004 Nebraska Legislature and that the Participant therefor represents and

4843-4964-1519.1

warrants in accordance with Sections 2.2.4 and 23.12 that the step-up provisions contained in Section 17.3 of the Participation Agreement are the legal, valid and binding obligation of the Participant, enforceable in accordance with their terms.

5. With respect to the Preliminary Official Statement dated February 23, 2016 (the “Preliminary Official Statement”) and the Official Statement dated March 2, 2016 (the “Official Statement”) issued in connection with the above referenced bonds (the “Bonds”), the information contained in Exhibit A thereof pertaining to the Participant did not as of its date, and does not as of the date hereof, contain any untrue statement of a material fact relating to the Participant or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The following certification applies only if the Participant is not Nebraska Public Power District (“NPPD”):

6. The Participant, in accordance with Section 2.2.6 of the Participation Agreement, hereby represents and warrants that all payments for Operation and Maintenance Costs (as defined in the Participation Agreement) made by the Participant under the Participation Agreement will at all times be deemed ordinary and necessary operational costs of Participant, which will be paid on an equal basis with other ordinary and necessary operational costs of the Participant and prior to the payment of any financed debt of the Participant.

The following certification applies only if the Participant is NPPD:

7. The Participant, in accordance with Section 2.2.6 of the Participation Agreement, hereby covenants to provide the District with a surety covering its share of the ongoing Operation and Maintenance Costs in accordance with Section 16.2 of the Participation Agreement.

[Remainder of Page Intentionally Left Blank]

DATED: April 13, 2016

CITY OF GRAND ISLAND, NEBRASKA

By: _____
Name: _____
Title: _____

RESOLUTION 2016-68

WHEREAS, the City of Grand Island entered into a Participation Power Agreement with the Omaha Public Power District (OPPD) on January 15, 2004 to acquire 5% or approximately 30 megawatts of the capacity of OPPD's Nebraska City Power Plant addition referred to as NC2; and

WHEREAS, the City of Grand Island determined that the City's best option for financing the City's portion of OPPD NC2 Power Plant was through the issuance by OPPD of Separate Electric System Revenue Bonds (OPPD Bonds); and

WHEREAS, as a part of the process of arranging financing for the OPPD Bonds, OPPD has requested that the City execute a Continuing Disclosure Agreement and a Certificate of Participant.

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

1. The Mayor and Council hereby find and determine that the City has entered into a Participation Power Agreement (the "Agreement") with Omaha Public Power District ("OPPD") with respect to the purchase of power from a coal fueled generating unit that has been constructed at OPPD's Nebraska City, Nebraska plant location; that for purposes of carrying out its obligations under the Agreement, OPPD is currently issuing its Separate Electric System Revenue Bonds (Nebraska City), 2016 Series A, (the "OPPD Bonds") and has requested that the City execute and deliver a Continuing Disclosure Agreement for purposes of assisting OPPD and its underwriters in carrying out their obligations under Rule 15c2-12 of the Securities and Exchange Commission and for the City to deliver certain certifications to OPPD in connection with its issuance of the OPPD Bonds; and that documents for approval by the Mayor and Council have been prepared and presented as follows:
 - (a) Continuing Disclosure Agreement between the City and OPPD (in the separate capacity of Dissemination Agent) to be dated as of April 13, 2016; and
 - (b) Certificate of Participant, to be dated the date of issuance of the OPPD Bonds (the documents described in (a) and (b) are referred to as the "City Closing Documents");

and that the City Closing Documents are in acceptable form and should be approved and their execution and delivery authorized.

2. The Agreement is hereby ratified and confirmed in all respects and the Mayor (or in his absence, the President of the Council) is hereby authorized to execute and deliver the Closing Documents on behalf of the City.

Approved as to Form March 18, 2016	by _____ City Attorney
---------------------------------------	---------------------------

3. This resolution is hereby determined to be a measure necessary to carry out the obligations of the City under the Agreement and shall be in force and effect immediately upon its passage and approval.

PASSED AND APPROVED by the City Council of the City of Grand Island, Nebraska, March 22, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item G-17

#2016-69 - Approving Execution of Prairie Breeze Power Purchase Agreement Estoppel

Staff Contact: Tim Luchsinger, Jerry Janulewicz

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Jerry Janulewicz, City Attorney

Meeting: March 22, 2016

Subject: Execution of Prairie Breeze Power Purchase Agreement
Estoppel

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Utilities Department has made efforts to be involved in developing technologies regarding renewable energy. Presently, the most cost effective form of renewable energy is wind energy. Since 1998, the City's Utilities Department has participated in a number of Wind Turbine projects. Currently, the Utilities Department is participating in Ainsworth Wind Farm, Elkhorn Ridge Wind Farm, Laredo Ridge Wind Farm, Broken Bow Wind Farm, and the Prairie Breeze 3 Wind Project. The use of fossil fuels for electricity production is coming under increasing scrutiny at the national level and more restrictions and regulations are likely to be placed upon fossil fuels, particularly coal. With the City's primary energy supply being produced from coal, the overall rate impact from environmental regulations could be significant.

On May 8, 2012, City Council directed the Utilities Department to evaluate additional renewable resource energy opportunities as they arise. The Utilities Department has been approached by Invenergy regarding a possible wind farm in North Central Nebraska. On June 9, 2015, Council approved the Power Purchase Agreement with Invenergy for the Prairie Breeze III Wind Energy Project Complex in Nebraska.

Discussion

Invenergy is currently in the process of transferring a significant portion of its equity position in Prairie Breeze III to another investor. One of the items necessary to complete the transaction is an executed Estoppel Certificate which attests that there are no defaults or unsatisfied contractual issues by Invenergy under the Power Purchase Agreement with the City. This Estoppel has been reviewed by Utilities and Legal staff and its execution is recommended.

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 execution of the Prairie Breeze Power Purchase Agreement Estoppel.

Sample Motion

Move to approve the execution of the Prairie Breeze Power Purchase Agreement Estoppel.

ESTOPPEL CERTIFICATE

POWER PURCHASE AGREEMENT

This ESTOPPEL CERTIFICATE (this “*Estoppel Certificate*”), dated as of [_____], 201[], is executed by The City of Grand Island, Nebraska, doing business as City of Grand Island, a municipal corporation and City of the First Class organized and existing pursuant to Neb. Rev. Stat. §§ 16-101 et. seq., and under the laws of the State of Nebraska (the “*Undersigned*”).

A. BAL Investment & Advisory, Inc. (the “*Investor*”) shall, if certain conditions precedent are satisfied, make certain equity capital contributions to the direct parent of Prairie Breeze Wind Energy III LLC, a Delaware limited liability company (the “*Company*”);

B. The Undersigned and the Company are parties to that certain Power Purchase Agreement, dated as of June 9, 2015, between the Company and the Undersigned, together with the schedules, annexes and exhibits attached thereto, as amended by that certain First Amendment to Power Purchase Agreement, dated as of September 8, 2015, between the Company and the Undersigned (as further amended, restated, supplemented or otherwise modified, the “*Agreement*”); and

C. The Company has advised the Undersigned that Prairie Breeze Expansion Holdings LLC, a Delaware limited liability company and the direct parent of the Company (“*Holdings*”), Prairie Breeze Expansion Class B Holdings LLC, a Delaware limited liability company and the direct parent of Holdings and the Investor have entered into a certain Equity Capital Contribution Agreement, dated as of August 7, 2015 and that this Estoppel Certificate is being delivered in connection therewith.

The Undersigned hereby confirms to the Investor as of the date first written above that:

1. To the actual knowledge of the Undersigned, no defaults exist under the Agreement, and no default, breach, unsatisfied condition or other event has occurred or circumstances exist that constitute or that, with the giving of notice or the passage of time (including the passage of time during which a default has occurred and has not yet been cured during any applicable grace period) or both, would constitute such a default under the Agreement.

2. As of the date hereof, (i) the Agreement represents the entire agreement between the Undersigned and the Company, the Agreement is in full force and effect and has not been amended, supplemented or modified since the date of execution thereof (other than as described above), (ii) to the actual knowledge of the Undersigned, there are no disputes or proceedings between the Undersigned on the one hand and the Company on the other, (iii) the Undersigned is not aware of any event, act, circumstance or condition constituting an event of force majeure (as defined in the Agreement), (iv) each of the Undersigned and the Company does not owe any indemnity payments under the

Agreement and (v) the Undersigned has confirmed in writing to the Company that the Conditions to Commercial Operation have been achieved as contemplated by Section 3.2 of the Agreement.

3. To the actual knowledge of the Undersigned, all payments, costs and expenses required to be made or paid under the Agreement as of the date hereof have been made or paid by or on behalf of the Company. All representations made by the Undersigned under the Agreement are true and correct as of the date hereof.

4. Undersigned hereby agrees to deliver to the Investor, at the address provided on Attachment 1 hereto, a copy of any notice required to be delivered to a "Seller Lender" (as defined in the Agreement) under Section 20.11.4 of the Agreement.

5. Undersigned hereby agrees that the Investor shall have the right, but not the obligation, to pay all sums due under the Agreement by the Company and to perform any other act, duty or obligation required of the Company thereunder at any time, and any such payment or performance shall be effective to prevent any event or condition that would, either immediately or with the passage of time or giving of notice, or both, entitle Undersigned to terminate or suspend its obligations under the Agreement (a "Termination Event").

6. Undersigned therefore agrees that no Termination Event will become effective under the Agreement unless it provided written notice to the Investor, as a "Seller Lender" (as defined in the Agreement), in accordance with the notice requirements set forth in Section 20.11.4 of the Agreement. If the Undersigned becomes entitled to terminate or suspend the Agreement due to an uncured Termination Event by the Company, the Undersigned shall not terminate, or suspend its obligations under, the Agreement unless the Investor has not cured such Termination Event within the applicable cure period afforded to the Company under the Agreement.

7. Any curing of or attempt to cure any Termination Event shall not be construed as an assumption by the Investor of any covenants, agreements or obligations of the Company under or in respect of the Agreement.

8. The execution, delivery and performance by the Undersigned of the Agreement and this Estoppel Certificate have been duly authorized by all necessary corporate action and do not and will not violate any provision of any law, regulation, order, judgment, injunction or similar matters or breach any agreement presently in effect with respect to or binding on the Undersigned.

9. To the actual knowledge of the Undersigned, all government approvals necessary for the execution, delivery and performance by the Undersigned of its obligations under the Agreement have been obtained and are in full force and effect.

10. The Undersigned has no present actual knowledge of any facts entitling the Undersigned to any claim, counterclaim, offset or defense against the Company in respect of the Agreement.

11. The Undersigned has not received notice of any assignment of the right, title and interest of the Company in, to and under the Agreement, other than the collateral assignment made to The Bank of New York Mellon, as collateral agent for the financing parties (“Collateral Agent”) pursuant to that certain Consent and Agreement, dated as of October ____, 2015, between Undersigned, the Company and Collateral Agent, nor has the Undersigned assigned any of its right, title and interest or liabilities and obligations in, to and under the Agreement.

12. There are no proceedings pending or, to the Undersigned’s present actual knowledge, threatened against or affecting the Undersigned in any court or by or before any governmental authority or arbitration board or tribunal that could reasonably be expected to have a material adverse effect on the condition (financial or otherwise), business or operations of the Undersigned, or on the ability of the Undersigned to perform its obligations under, or that purport to affect the legality, validity or enforceability of, the Agreement.

12. The Agreement has not been terminated by the Undersigned or the Company pursuant to Section 13.3 thereof.

14. This Estoppel Certificate shall be governed by the laws of the State of Nebraska, without regard to principles of conflicts of law.

Executed this ____ day of _____, 2016.

**THE CITY OF GRAND ISLAND,
NEBRASKA DOING BUSINESS AS CITY
OF GRAND ISLAND,**
a municipal corporation and City of the First
Class

By _____
Name:
Title:

Attachment 1

BAL Investment & Advisory, Inc.
555 California Street, 4th Floor,
CA5-705-04-01
San Francisco, CA 94104
Attention: Contracts Administration
Phone: (415) 765-7391
Fax: (404) 532-3461
Email: BALCNotices@baml.com

with a copy to:

BAL Investment & Advisory, Inc.
One Financial Plaza, 2nd Floor
RI1-537-02-02
Providence, RI 02903
Attention: BAL Renewable Energy Finance Portfolio Manager
Phone: (401) 278-8475
Fax: (617) 341-5754
Email: william.h.clement@baml.com

RESOLUTION 2016-69

WHEREAS, the Utilities Department has made efforts to be involved in developing technologies regarding renewable energy; and

WHEREAS, on June 9, 2015 a Power Purchase Agreement for the Prairie Breeze III Wind Energy Project was approved by Council; and

WHEREAS, Invenergy is currently transferring equity positions in the Prairie Breeze III project to another investor; and

WHEREAS, the Estoppel Certificate – Power Purchase Agreement has been reviewed by Utilities and Legal staff for this project and its execution is recommended for approval by Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Estoppel Certificate – Power Purchase Agreement for a Wind Generation Project Complex in Nebraska is hereby approved, and the Mayor is hereby authorized to sign the letter on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 22, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 18, 2016	☐ City Attorney



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item G-18

**#2016-70 - Approving Municipal Advisory Services Agreement
with Municipal Capital Advisors LLC**

Staff Contact: Renae Griffiths

Council Agenda Memo

From: Renae Griffiths, Finance Director

Meeting: March 22, 2016

Subject: Approving Municipal Advisory Services Agreement with Municipal Capital Advisors LLC

Presenter(s): Renae Griffiths, Finance Director

Background

In recent years the SEC has begun to look more closely at bond issuances for Municipalities. They have also limited the ability of bond underwriters to act in an advisory capacity while also underwriting bonds for a municipality. This is primarily because bond underwriters do not have a fiduciary duty to the City, as they are required to state in their disclosure statements before underwriting a bond. However, Municipal Advisors do have a fiduciary duty to the municipality they work for and are able to assist with many bond related tasks. The Municipal Advisor role is more widely used in other States, but is beginning to be used within Nebraska.

Discussion

The agreement with Municipal Capital Advisors LLC will designate them as the Municipal Advisor for the City of Grand Island. They would then have a fiduciary duty, or responsibility to act in the best interest of the City, to the City of Grand Island when working as a Municipal Advisor. One of their routine services would be to evaluate existing bonds for re-bonding opportunities that would result in an overall savings to the City. They would also work with the City's bond attorney to ensure timely and accurate reporting for all current bond issuances. Finally, they would be available to answer questions related to debt issuances in general.

This agreement replaces the one that was approved back in September 2015 due to Smith Hayes being acquired by D.A. Davidson & Co. and they have given notice they will no longer service as the City's Municipal Advisor. The fee noted in that agreement has been pro-rated as some services were provided prior to termination. The new agreement takes that into account and will be pro-rated from 3-22-16 to 9-30-16.

The agreement provides an annual payment of \$5,000 for the above services. If the City decides to pursue an actual debt issuance an additional fee would be paid to Municipal

Capital Advisors LLC, which is dependent upon the amount of debt issued. When the City issues debt Municipal Capital Advisors LLC would draft and put out for bid an RFP related to that specific issuance. This would be done each time debt is issued in order to ensure the best rates are obtained. The City Attorney's office has reviewed and approved the agreement as presented.

Alternatives

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

1. Approve the agreement with Municipal Capital Advisors LLC
2. Disapprove or deny agreement
3. Refer to a committee

Recommendation

City Administration recommends that the Council approve the agreement with Municipal Capital Advisors LLC.

Sample Motion

Move to approve the agreement with Municipal Capital Advisors LLC.

March 15, 2016

City of Grand Island, Nebraska

Re: Municipal Advisory Services Agreement

Dear Mayor Jensen:

On behalf of Municipal Capital Advisors LLC (“we” or “MCA”), we thank you for the opportunity to serve as exclusive independent municipal financial advisor to the City of Grand Island, Nebraska (“you” or the “City”). This agreement (Agreement) will establish the terms and conditions under which MCA will provide municipal financial advisory services to the City in connection with the organization, financing and development of the public finance market.

1. Financial Advisory Services to be provided by MCA. The City hereby engages MCA to serve as its independent municipal financial advisor and in such capacity MCA agrees to provide financial advisory services and related consultant services, which may include but are not limited to, the services described on Exhibit A in accordance with industry practices and in the best interest of the City.

Under MSRB Rule G-23, MCA will not be able to serve as underwriter or placement agent for any notes, bonds or other securities to be issued and sold as part of the Financing. As financial advisor, MCA’s role is to provide financial advisory and consultant services with respect to the issuance(s) of securities as set forth on Exhibit A. As financial advisor, MCA acknowledges it has a fiduciary duty under federal securities law to act in the best interests of the issuer without regard to its own financial or other interests. MCA’s fiduciary duties include the duty of care and the duty of loyalty. MCA is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board.

2. Fees and Expenses. For its financial advisory services, MCA shall be entitled to certain fees (the “Financial Advisory Fee”) to be paid by the City as described on Exhibit B. In addition, the City shall reimburse MCA for all out-of-pocket costs and expenses it reasonably incurs in connection with the services it provides hereunder; provided, however, that such costs and expenses shall not exceed \$1,000 per annum without the City’s prior written consent.

3. Term and Termination. This Agreement shall be for an initial term beginning on the date this agreement is executed (the “Effective Date”) and ending on September 30, 2019, subject to earlier termination pursuant to the provisions of Paragraphs 7 and 10 hereof. Effective at the end of each fiscal year, beginning October 1, 2019, the term of this Agreement shall be automatically extended for an additional year beyond the then end of the term, unless one party gives the other party notice, not less than ninety (90) days prior to the end of a fiscal year, that such party does not agree to such extension of the term. Notwithstanding the forgoing, either party may terminate MCA’s engagement at any time without liability or penalty upon at least 90 days’ prior written notice to the other party. If MCA’s engagement is terminated by the City, the City agrees to compensate MCA for the services provided and to reimburse MCA for its out-of-pocket expenses incurred through the date of termination and if within 12 months following such

termination the City completes a financing which MCA provided any financial advisory services on, the City shall pay MCA Transaction Related Fees described on Exhibit B, Section 2.

4. Indemnification: Limitation of Liability. The City agrees that neither MCA nor its employees, officers, agents or affiliates shall have any liability to the City for the services provided hereunder except to the extent it is judicially determined that MCA engaged in gross negligence, willful misconduct, knowing violation of law or a breach of its fiduciary duty. In addition, to the extent permitted by applicable law, the City shall indemnify, defend and hold MCA and its employees, officers, agents and affiliates harmless from and against any losses, claims, damages and liabilities that arise from or otherwise relate to the City's acts or omissions taken or omitted in connection herewith, or the transactions and other matters contemplated hereby, except to the extent such losses, claims, damages or liabilities are judicially determined to be the result of MCA's gross negligence, or willful misconduct, knowing violation of law or breach of fiduciary duty. To the extent permitted by applicable law, MCA shall indemnify, defend and hold the City and its employees, officers, agents and affiliates harmless from and against any losses, claims, damages and liabilities that arise from or otherwise relate to MCA's acts or omissions taken or omitted in connection herewith, or the transactions and other matters contemplated hereby, to the extent such losses, claims, damages or liabilities are judicially determined to be the result of MCA's gross negligence, or willful misconduct, knowing violation of law or breach of fiduciary duty.

5. Records and Accounts. MCA shall maintain all records and accounts in connection with the financial advisor services performed pursuant to this Agreement in the manner and for at least the length of time prescribed by federal and state laws, rules and regulations governing financial advisors.

6. Ownership of Documents. All studies, reports, documents, estimates, summaries and any other written materials produced, created or accumulated in performing this Agreement and delivered to the City are and shall remain the property of the City and may be reproduced, distributed and published in whole or part without permission or any additional payments or fees to MCA.

7. Termination for Default. Either party may terminate this Agreement for failure of the other party to fulfill or promptly fulfill its covenants or obligations under this Agreement.

(a) Upon a breach by one party of any covenant or obligation under this Agreement, the non-breaching party shall send written notice of such breach to the other party. If the party in breach does not cure or remedy such breach within 30 business days of receiving such written notice, the nonbreaching party may terminate this Agreement immediately.

(b) If this Agreement is terminated by reason of a default of the Financial Advisor prior to the completion of Financial Advisor Services under this Agreement, the Financial Advisor shall immediately assign to the City, at the City's discretion, any contracts and/or agreements relative to this Agreement entered into between the Financial Advisor and its subcontractors and consultants. MCA also shall (i) immediately

discontinue all work and services affected (unless the notice directs otherwise), and (ii) upon payment for work performed, promptly deliver to the City all studies, reports, documents, specifications, calculations, plans, estimates, summaries and other information and materials accumulated in performing this Agreement.

8. Notices. All notices given pursuant to this Agreement shall be in writing, delivered or mailed by United States mail, postage prepaid or e-mailed (with hard-copy follow-up by mail or delivery) and addressed as follows:

To the City: City of Grand Island
 100 E First Street
 Grand Island, Nebraska 68801
 Attention: City Treasurer
 E-mail: finance@grand-island.com

To the Financial Advisor: Municipal Capital Advisors LLC
 9719 Giles Road, Suite A
 La Vista, Nebraska 68128
 Attention: Blaine Spady
 E-mail: Municipal Capital Advisors LLC

9. Nonwaiver. Failure by either party to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law, or failure by either party to notify the other party properly in the event of default, or the acceptance of or payment for service or review or approval of any document shall not release either party from any of the obligations of this Agreement and shall not be deemed a waiver of any right of either party to insist upon strict performance hereof or any of its rights or remedies to a prior or subsequent default hereunder.

10. Regulatory Change. In the event of a change of law, rule or regulation that affects or imposes additional duties or costs upon the advisory services provided under this Agreement (a “Change”), you agree to negotiate in a commercially reasonable manner such modifications to this Agreement as we may reasonably request in order to (i) enable us to comply with such Change, (ii) allocate any new or additional costs between the parties or (iii) otherwise address the effect of such Change upon the advisory services provided under this Agreement. If the parties are unable to agree promptly on the requested modifications to this Agreement, we may terminate this Agreement upon notice to you.

11. Severability. In the event that any provision, clause, portion or section of this Agreement is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Agreement.

12. Entire Agreement. This Agreement, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the City and MCA concerning this Agreement. Neither the City nor MCA has made or shall be

bound by any agreement or any representation to the other concerning this Agreement, which is not expressly set forth or incorporated by reference herein.

13. Miscellaneous. This Agreement shall be governed and construed in accordance with the laws of the State of Nebraska. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may be assigned by MCA with at least 10 days prior written notice as part of a transaction involving a merger of or sale of substantially all of the assets of MCA to another person or company that is itself registered or is affiliated with and controlled by another company registered as a municipal advisor with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board and which (i) is in good standing with the SEC and MSRB, (ii) is a going concern and (iii) whose principals have comparable or greater experience in municipal finance as the principals of MCA.

14. Authority of the Parties. Each of the parties to this Agreement, and each person signing this Agreement on behalf of such party, represents and warrants to the other party to this Agreement as follows: (a) that such party has full power and authority to execute, deliver and carry out the terms and provisions of this Agreement; (b) that such party has taken all necessary action to authorize the execution, delivery and performance of this Agreement; (c) that the individual(s) and/or entities executing this Agreement on such party's behalf have the authority to bind it to the terms and conditions of this Agreement; and (d) that this Agreement has been duly executed and delivered by such party.

15. Parties Bound. This Agreement shall be binding upon and inure to the benefit of all parties. This Agreement is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.

16. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

If there is any aspect of this Agreement that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please sign and return the enclosed copy of this letter.

Again, we thank you for the opportunity to assist you with the Financing and the confidence you have placed in us.

Very truly yours,

Municipal Capital Advisors, LLC

By: _____
Title: Chief Executive Officer

Accepted this 22nd day of March, 2016

City of Grand Island

By: _____
Title: _____

EXHIBIT A

SCOPE OF SERVICES FINANCIAL ADVISOR

MCA will provide Municipal Financial Advisor Services, which may include, but are not limited to:

A. Strategic Services

1. Project feasibility

- (a) Evaluate assumptions for feasibility provided by the City and provide analysis of feasibility of debt structure. Coordinate with Bond Counsel to determine City's authority, restrictions and requirements to issue debt for the project.
- (b) On request, meet with planning officials to assist with planning issues.
- (c) On request, participate and make recommendations regarding build-out plan and scope, cost and timing of projects.
- (d) Participate and conduct cash flow analysis from proposed cost of improvements and current market conditions.
- (e) Estimate the aggregate principal amount and timing of issuance of debt based on project plan.
- (f) Advise City as to optimal financing structure.

2. Based on current market conditions evaluate funding options.

3. Provide the City with an impact analysis on cost changes to cash flow, debt issuance, budget and Bond and General Fund levies.

4. Conduct periodic analysis of the outstanding debt of the City.

- (a) Meet with the City to establish timing parameters for a particular financing and identify financing needs and issues.
- (b) Attend meetings of the City as requested and respond to the City's general or specific inquiries regarding its debt.

B. Post-Issuance Services

1. Assist City in preparing and submitting continuing disclosures as they relate to updated financial information, including compiling updated data and assisting Dissemination Agent with ongoing disclosure obligations of the City pursuant to SEC Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, as applicable. Such information shall include annual operating data, annual audit and material event filings.
2. Research and advise the City concerning aspects of tax exemption and arbitrage on existing debt in cooperation with Bond Counsel, City Accountant and City Attorney, including helping coordinate post issuance compliance obligations of the City.
3. Annual budget analysis and recommendations.
 - (a) Provide information for annual budget cash flow analysis for debt service as requested.
 - (b) Make recommendations for DSRF cash management, and adjust structure to best suit current market conditions as needed.
4. Track outstanding bond debt and Notify the City of potential refunding opportunities, identifying specific full or partial issues that may qualify to be refunded based on current or forecasted market conditions.

C. Transaction-Related Services

1. Provide independent financial advice and serve solely in the interest of the City.
2. Analyze and provide comments on various financing structures. The analysis will cover such issues as advantages and disadvantages of each financing alternative, risk analyses, legal constraints, and other aspects of financings where appropriate.
3. Assist in the preparation of necessary reports and documents to support the issuance of debt obligations, including, but not limited to: cash-flow-analysis statements, debt-service projections and models, verification of revenue estimates, and projections of market feasibility.
4. To the extent directed to do so by the City, advise on and manage a competitive bid process or a negotiated request for proposal process for investment banking and underwriting services, bond attorneys, financial printers, auditors, accountants paying agents/registrars, trustees, and other consultants, and provide advice regarding which providers offer the greatest value (service relative to cost) to the City.

5. Participate in drafting and reviewing relevant bond documents, including but not limited to: preliminary and final official statements, bond resolution and indentures, and leases and contracts.
6. Participate, if requested, in informational, due-diligence or other financing-related meetings.
7. Assist in the development of comprehensive marketing plan, including identification of potential investors and market conditions for alternative products in order to achieve the lowest cost of borrowing.
8. Determine the benefits of and assist in the negotiation to obtain bids for bond insurance, letters of credit, or any other type of credit enhancement that is cost-effective for the transaction at-hand.
9. Work with the City to establish credit rating targets for proposed financing and devise an appropriate plan of action. Assist in preparing for and participate in meetings with rating agencies, credit enhancers, investors, or stockholders related to financing.
10. Prepare and discuss marketing conditions (including “comparables”) and preliminary pricing scales, syndicate rules, syndicate price views, and marketing compensations for the transaction at-hand.
11. Participate in discussions with City staff upon the occurrence of unexpected events regarding the effect on the City’s proposed debt issuance, and assist City staff in developing response strategies.
12. Work cooperatively with other financing team participants, including investment banks and other professional firms engaged by the City.
13. MCA will follow the procurement procedures as outlined in Chapter 27 of the Grand Island City Code.

EXHIBIT B

FEES
FINANCIAL ADVISOR AGREEMENT

Under the terms of this Agreement, the Financial Advisor agrees to perform the Financial Advisor Services described in this Agreement. The City agrees, in accordance with the limitations and conditions set forth in the Agreement, to compensate the Financial Advisor as follows:

1. Exhibit A, Section A and B. (Strategic Services and Post-Issuance Services). For providing Strategic Services and Post-Issuance Services, the Financial Advisor shall receive a fixed annual fee equal to:

(a) Flat fee of \$5,000 per annum. Such fee shall be payable on the Effective date pro-rated to September 30, 2016 and annually thereafter on October 1st for the term of this Agreement.

2. Exhibit A, Section C (Transaction-Related Services). For providing Transaction-Related Services related to the issuance, refinancing or restructuring of any bonds, notes, loans, warrants or other obligations of the City, there will be a staggered fee for structuring the financing based on the size of the transaction:

<u>PAR Amount</u>	<u>Fee</u>
\$0 to \$1,000,000	\$5,000
On the next \$1,000,001 to \$5,000,000	0.500%
On the next \$5,000,001 to \$10,000,000	0.400%
On the next \$10,000,001 to \$20,000,000	0.350%
On the next \$20,000,001 to \$30,000,000	0.300%
Over \$30,000,001 and up	Negotiated

RESOLUTION 2016-70

WHEREAS, the City of Grand Island wants to hire a Municipal Advisor; and

WHEREAS, the City has discussed the potential service with Municipal Capital Advisors LLC; and

WHEREAS, Municipal Capital Advisors LLC will charge the City \$5,000 on an annual basis for these services; and

WHEREAS, Municipal Capital Advisors LLC will charge the City a defined fee for debt issuances they formulate.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement with Municipal Capital Advisors LLC.

BE IT FURTHER RESOLVED, that they Mayor is hereby authorized and directed to execute such Agreement on behalf of the City of Grand Island.

Adopted by the City Council of the City of Grand Island, Nebraska, March 22, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 18, 2016	☐ City Attorney



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item G-19

**#2016-71 - Approving Agreements with Union Bank & Trust
Company for Fire Pension Plan**

Staff Contact: Renae Griffiths

Council Agenda Memo

From: William Clingman, Assistant Finance Director

Meeting: March 22, 2016

Subject: Approving Agreements with Union Bank & Trust Company for Fire Pension Plan

Presenter(s): Renae Griffiths, Finance Director

Background

On January 12, 2016 the City Council approved resolution 2016-14 which approved the contract with Union Bank and Trust to provide administrative services for the Fire Pension Plan.

Discussion

A “qualified plan,” under IRS guidelines, is required to address mandatory distributions if the participant's vested benefit is \$5,000 or less, whether amounts more than \$1,000 but less than or equal to \$5,000 are automatically rolled over to an IRA and any possible forfeitures of plan benefits. The agreements were left out of the original contract approved by City Council on January 12, 2016. We are now requesting approval of the Lost Participant Policy and Automatic Rollover IRA Provider Agreement with Union Bank and Trust to maintain the plan as a “qualified plan” as defined by the IRS.

Alternatives

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

1. Approve the Resolution as presented.
2. Take no action.

Recommendation

City Administration recommends that the Council approve the additional agreements with Union Bank & Trust Company.

Sample Motion

Move to approve the agreements with Union Bank & Trust Company.

Lost Participant Policy

Name of Plan: City of Grand Island, Nebraska Firefighters' Retirement System Plan & Trust (the "Plan")

Plan Administrator: City of Grand Island, Nebraska ("Plan Administrator")

I. Background Information

City of Grand Island, Nebraska has adopted the above-named Plan for the benefit of its eligible employees. Union Bank & Trust Company's ("Union Bank") preapproved plan document provides direction with respect to those participants whose accounts are distributable but who cannot be located, as well as participants who have not cashed their distribution checks. These participants are referred to as "lost participants."

The Plan Administrator, which is authorized to adopt rules, procedures and/or policies necessary or appropriate to administer the Plan, hereby adopts this Lost Participant Policy (the "Policy"), which has been prepared pursuant to the Defined Contribution Plan Services Agreement, to help it fulfill its duties to locate "lost participants," and to make disclosures to participants. In addition, the Plan Administrator hereby directs Union Bank to take the action necessary or appropriate to implement this Policy to the extent it complies with the Plan document and applicable law.

II. Definition of Lost Participant

A "lost participant" is a participant who falls into any of the following categories:

- A participant whose account is not distributable but for whom a participant disclosure has been returned by the U.S. Postal Service;
- A participant whose account has become distributable but who cannot be located; or
- A participant whose account has become distributable but who has not cashed the distribution check.

For purposes of this Policy, unless otherwise provided, a "participant" includes a participant, a beneficiary, and an alternate payee under a qualified domestic relations order.

III. Lost Participant Procedure – Participant's Account is not Distributable

Union Bank, on behalf of the Plan Administrator, provides disclosure materials to participants. In some cases, the U.S. Postal Service returns the disclosure materials to Union Bank because a participant is no longer at the address as reflected in Plan records. In these cases, the Plan Administrator hereby directs Union Bank to take the following action:

1. If the U.S. Postal Service has provided a forwarding address for the participant, Union Bank should update its own records, and notify the Plan Administrator of the participant's new address for the Plan's records to be updated.
2. If the U.S. Postal Service has not provided a forwarding address for the participant, Union Bank should notify the Plan Administrator to take further action to locate the participant.

IV. Lost Participant Procedure – Participant's Account is Distributable

Union Bank, on behalf of the Plan Administrator, will provide distribution paperwork (consisting of required distribution election forms and notices) to a participant whose account is distributable. In the event that such distribution paperwork is returned to Union Bank, or the participant does not cash a distribution check within 180 days, the Plan Administrator hereby directs Union Bank to take the following action:

1. If Union Bank has received a forwarding address from the U.S. Postal Service for such participant, Union Bank will resend the distribution paperwork (or a letter confirming the participant's address change) to the participant at the address provided by the U.S. Postal Service.
2. If the U.S. Postal Service has not provided a forwarding address to Union Bank for such participant, then on behalf of the Plan Administrator, Union Bank will resend the distribution paperwork to the participant at the participant's last known address by certified or registered mail.
3. If a participant remains unlocated after 6 months following the date Union Bank (on behalf of the Plan Administrator) resent distribution paperwork to the participant by certified or registered mail, and the participant has not attained the later of age 62 or the Plan's normal retirement age, the Plan Administrator directs Union Bank to take the following action at the end of such 6-month period:
 - a. \$5,000 Cash-Out Limit -- Account Balance Exceeds \$5,000 – Distributable before Age 62 / Normal Retirement Age. Union Bank should not take any additional action if: (i) the Plan's cash-out limit is \$5,000; (ii) the participant's vested account balance (as determined under the Plan) exceeds \$5,000; and (iii) the participant's account is distributable before the participant has attained the later of age 62 or the Plan's normal retirement age.
 - b. \$5,000 Cash-Out Limit -- Account Balance Exceeds \$1,000 but does not Exceed \$5,000 – Distributable before Age 62/Normal Retirement Age. Union Bank should pay such lost participant's account to an automatic rollover IRA if: (i) the Plan's cash-out limit is \$5,000; (ii) the participant's vested account balance (as determined under the Plan) exceeds \$1,000 but does not exceed \$5,000; and (iii) the participant's account is distributable before the participant has attained the later of age 62 or the Plan's normal retirement age.
 - c. \$1,000 Cash-Out Limit -- Account Balance Exceeds \$1,000 – Distributable before Age 62 / Normal Retirement Age. Union Bank should not take any additional action if: (i) the Plan's cash-out limit is \$1,000; (ii) the participant's vested account balance (as determined under the Plan) exceeds \$1,000; and (iii) the participant's account is distributable before the participant has attained the later of age 62 or the Plan's normal retirement age.
 - d. Account Balance does not Exceed \$1,000 – Distributable before Age 62 / Normal Retirement Age. Union Bank should take action to forfeit such lost participant's account if: (i) the lost participant's vested account balance (as determined under the Plan) does not exceed \$1,000; and (iii) the lost participant's account is distributable before the participant has attained the later of age 62 or the Plan's normal retirement age.
 - e. Account Balance Distributable after Age 62 / Normal Retirement Age. Union Bank should pay such lost participant's account to an automatic rollover IRA if the lost participant has attained the later of age 62 or the Plan's normal retirement age (for these purposes, if permitted under the terms of the Plan, Union Bank is not required to take the action described in this paragraph until such lost participant has reached his/her required beginning date for required minimum distribution purposes). If the Plan document does not permit such lost participant's account to be

distributed to an automatic rollover IRA, then such lost participant's account will be forfeited (or operationally disposed of under any method authorized under the Plan).

f. Account Balance Distributable after Required Beginning Date. Union Bank should pay such lost participant's account to an automatic rollover IRA if the lost participant has reached his/her required beginning date. If the Plan document does not permit such lost participant's account to be distributed to an automatic rollover IRA, then such lost participant's account will be forfeited (or other action will be taken as permitted under the Plan).

4. If a lost participant whose account was forfeited pursuant to the terms of the Plan and this Policy makes a claim for his/her forfeited account, the Plan Administrator will restore the lost participant's account to the same dollar amount as the amount forfeited, unadjusted for earnings occurring subsequent to the forfeiture. Unless the Plan provides otherwise: (a) the restoration will be made in the plan year in which the lost participant makes the claim, first from the amount, if any, of the participant forfeitures the Plan Administrator otherwise would allocate for the plan year, and then from employer contributions to the Plan for the plan year; and (b) the Plan Administrator will direct Union Bank to distribute the restored account to the lost participant not later than 60 days after the close of the plan year in which the Plan Administrator restores the forfeited account.

V. Plan Administrator's Right to Amend or Terminate Policy

The Plan Administrator hereby reserves the right to amend or terminate this Policy at any time and for any reason except as prohibited by the Plan or applicable law. The Plan Administrator acknowledges that Union Bank may provide Plan Administrator with proposed amendments to the Policy from time to time, and that if the Plan Administrator does not notify Union Bank in writing within 30 days of its objection to such amendment, Plan Administrator acknowledges that it shall be deemed to have approved such amendment, and hereby directs Union Bank to act in accordance with such amendment.

VI. Terms of Applicable Law and Plan Govern

To the extent any provision of this Policy conflicts or is inconsistent with applicable law or any Plan provision, the terms of such applicable law or Plan shall control.

VII. Execution

The Plan Administrator hereby certifies and represents it has authority to adopt this Policy and that such Policy is authorized pursuant to the terms of the Plan.

Adopted:

City of Grand Island, Nebraska
Plan Administrator

City of Grand Island, Nebraska Firefighters' Retirement System Plan & Trust
Plan Name

By: _____

Its: _____

Dated: _____

Effective Date: April 1, 2016

AUTOMATIC ROLLOVER IRA PROVIDER AGREEMENT

This Agreement is made by and between Union Bank & Trust Company (“IRA Provider”) and *City of Grand Island, Nebraska* (the “Employer”), acting as the Plan Administrator of the *City of Grand Island, Nebraska Firefighters’ Retirement System Plan & Trust* (the “Plan”), with respect to the automatic rollover of certain benefit payments from the Plan.

WITNESSETH

WHEREAS, the Plan has been established pursuant to Sections 401(a) and 501 of the Internal Revenue Code;

WHEREAS, IRA Provider provides individual retirement plans within the meaning of Section 7701(a)(37) of the Internal Revenue Code; and

WHEREFORE, Employer wishes to enter into a written agreement with IRA Provider on behalf of its participants to provide for the automatic rollover of certain mandatory distributions in accordance with Section 401(a)(31)(B) of the Internal Revenue Code;

NOW, THEREFORE, in consideration of the above-recital and the covenants contained herein, the parties agree as follows:

1. Definitions.
 - 1.1 Cash-Out Distributions. “Cash-Out Distributions” mean mandatory distributions from the Plan that exceeds \$1,000 but do not exceed the limit imposed by Sections 411(a)(11) and 417(e) of the Internal Revenue Code, disregarding the amount of a prior rollover contribution and earnings related to such rollover contribution if the Plan so provides.
 - 1.2 IRA. “IRA” means an individual retirement plan within the meaning of section 7701(a)(37) of the Internal Revenue Code.
 - 1.3 Investment Product. “Investment Product” means any investment product designed to preserve principal and provide a reasonable rate of return, which seeks to maintain, over the term of the investment, the dollar value that is equal to the amount invested in the IRA. Investment Product may include a mutual fund for which IRA Provider or its affiliate(s) provides investment advice or other services for compensation, as disclosed to Employer.
2. Automatic Rollover of Cash-Out Distributions. Cash-Out Distributions shall be directly rolled over into IRAs provided by IRA Provider.
3. IRA Investment. Cash-Out Distributions shall be invested in an Investment Product.
4. Representation of IRA Sponsor. IRA Provider certifies that it is a state or federally regulated financial institution which is a bank or savings association, the deposits of which are insured by the Federal Deposit Insurance Corporation; a credit union, the member accounts of which are insured within the meaning of Section 101(7) of the Federal Credit Union Act; an insurance company, the products of which are protected by state guaranty associations; or an investment company registered under the Investment Company Act of 1940.
5. Fees and Expenses. IRA Provider may be paid reasonable fees and expenses for services performed for the IRA directly from the IRA. Such fees and expenses, including establishment and maintenance fees, investment expenses, and termination costs may not exceed the fees and expenses charged by IRA Provider for comparable services to individual retirement plans established for reasons other than for the receipt of mandatory distributions subject to the provisions of Section 401(a)(31)(B) of the Internal Revenue Code.

6. Third Party Beneficiary. A Plan participant on whose behalf an IRA is established pursuant to the terms of this Agreement shall have the right to enforce the terms of the contractual agreement establishing the IRA, with regard to the Cash-Out Distribution, against IRA Provider.
7. Amendment and Termination. This Agreement may be amended at any time in writing in such manner as may be mutually agreed upon by IRA Provider and Employer. It may be terminated at any time by IRA Provider or Employer upon thirty days written notice to the other or as otherwise agreed by the parties. For purposes of this provision, notice to IRA Provider may be given to the Union Bank & Trust Company administrator assigned to the Plan.
8. Electronic Signature and Counterparts. This Agreement may be executed electronically by any party, which shall be deemed to be as effective as a signature executed by such party by its own hand. This Agreement may be executed in counterparts, any of which need not contain the signature of more than one party, but all of which taken together will be one and the same Agreement.
9. Severability. If any provisions of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed and enforced as if such provisions had not been included.
10. Assignment. No assignment of this Agreement shall be made by either party without written consent of the other. This Agreement shall bind the successors and assigns of Employer and IRA Provider. Notwithstanding this provision, in providing services to the IRA, IRA Provider may delegate certain functions (e.g., functions including, but not limited to, tax reporting and custodianship functions) to be performed by other entities.
11. Section Headings. The headings of sections in this Agreement are inserted for convenience and reference and shall not be deemed to be a part of or used in the construction of this Agreement.
12. Governing Law. To the extent not preempted by ERISA, this Agreement and all transactions hereunder shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of Nebraska.
13. Application. This Agreement shall apply to any Cash-Out Distributions made on or after March 28, 2005 or such later date as permitted by the rules and regulations governing Cash-Out Distributions, or as determined under the provisions of the Plan.

IN WITNESS WHEREOF, the parties have executed this Agreement.

City of Grand Island, Nebraska
Employer

Date _____

By _____

Its _____

Union Bank & Trust Company
IRA Provider

Date _____

By _____

Its _____

RESOLUTION 2016-71

WHEREAS, the City of Grand Island approved a contract for Administrative Service for Retirement Plans for the Police and Fire Plans with Union Bank and Trust Company; and

WHEREAS, the plan under IRS guidelines is a “qualified plan”; and

WHEREAS, to maintain the plan as “qualified” certain polices need to be in place; and

WHEREAS, the Lost Participant Policy and Automatic Rollover IRA Provider Agreement with Union Bank and Trust Company will put these policies in place.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the Lost Participant Policy and Automatic Rollover IRA provider Agreement with Union Bank and Trust Company for the Fire Pension Plan

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 22, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 18, 2016	☐ City Attorney



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item G-20

**#2016-72 - Approving Agreements with Union Bank & Trust
Company for Police Pension Plan**

Staff Contact: Renae Griffiths

Council Agenda Memo

From: William Clingman, Assistant Finance Director

Meeting: March 22, 2016

Subject: Approving Agreements with Union Bank & Trust Company for Police Pension Plan

Presenter(s): Renae Griffiths, Finance Director

Background

On January 12, 2016 the City Council approved resolution 2016-13 which approved the contract with Union Bank and Trust to provide administrative services for the Police Pension Plan.

Discussion

A “qualified plan,” under IRS guidelines, is required to address mandatory distributions if the participant's vested benefit is \$5,000 or less, whether amounts more than \$1,000 but less than or equal to \$5,000 are automatically rolled over to an IRA and any possible forfeitures of plan benefits. The agreements were left out of the original contract approved by City Council on January 12, 2016. We are now requesting approval of the Lost Participant Policy and Automatic Rollover IRA Provider Agreement with Union Bank and Trust to maintain the plan as a “qualified plan” as defined by the IRS.

Alternatives

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

1. Approve the Resolution as presented.
2. Take no action.

Recommendation

City Administration recommends that the Council approve the additional agreements with Union Bank & Trust Company.

Sample Motion

Move to approve the agreements with Union Bank & Trust Company.

Lost Participant Policy

Name of Plan: City of Grand Island, Nebraska Police Officers' Retirement System Plan & Trust (the "Plan")

Plan Administrator: City of Grand Island, Nebraska ("Plan Administrator")

I. Background Information

City of Grand Island, Nebraska has adopted the above-named Plan for the benefit of its eligible employees. Union Bank & Trust Company's ("Union Bank") preapproved plan document provides direction with respect to those participants whose accounts are distributable but who cannot be located, as well as participants who have not cashed their distribution checks. These participants are referred to as "lost participants."

The Plan Administrator, which is authorized to adopt rules, procedures and/or policies necessary or appropriate to administer the Plan, hereby adopts this Lost Participant Policy (the "Policy"), which has been prepared pursuant to the Defined Contribution Plan Services Agreement, to help it fulfill its duties to locate "lost participants," and to make disclosures to participants. In addition, the Plan Administrator hereby directs Union Bank to take the action necessary or appropriate to implement this Policy to the extent it complies with the Plan document and applicable law.

II. Definition of Lost Participant

A "lost participant" is a participant who falls into any of the following categories:

- A participant whose account is not distributable but for whom a participant disclosure has been returned by the U.S. Postal Service;
- A participant whose account has become distributable but who cannot be located; or
- A participant whose account has become distributable but who has not cashed the distribution check.

For purposes of this Policy, unless otherwise provided, a "participant" includes a participant, a beneficiary, and an alternate payee under a qualified domestic relations order.

III. Lost Participant Procedure – Participant's Account is not Distributable

Union Bank, on behalf of the Plan Administrator, provides disclosure materials to participants. In some cases, the U.S. Postal Service returns the disclosure materials to Union Bank because a participant is no longer at the address as reflected in Plan records. In these cases, the Plan Administrator hereby directs Union Bank to take the following action:

1. If the U.S. Postal Service has provided a forwarding address for the participant, Union Bank should update its own records, and notify the Plan Administrator of the participant's new address for the Plan's records to be updated.
2. If the U.S. Postal Service has not provided a forwarding address for the participant, Union Bank should notify the Plan Administrator to take further action to locate the participant.

IV. Lost Participant Procedure – Participant's Account is Distributable

Union Bank, on behalf of the Plan Administrator, will provide distribution paperwork (consisting of required distribution election forms and notices) to a participant whose account is distributable. In the event that such distribution paperwork is returned to Union Bank, or the participant does not cash a distribution check within 180 days, the Plan Administrator hereby directs Union Bank to take the following action:

1. If Union Bank has received a forwarding address from the U.S. Postal Service for such participant, Union Bank will resend the distribution paperwork (or a letter confirming the participant's address change) to the participant at the address provided by the U.S. Postal Service.
2. If the U.S. Postal Service has not provided a forwarding address to Union Bank for such participant, then on behalf of the Plan Administrator, Union Bank will resend the distribution paperwork to the participant at the participant's last known address by certified or registered mail.
3. If a participant remains unlocated after 6 months following the date Union Bank (on behalf of the Plan Administrator) resent distribution paperwork to the participant by certified or registered mail, and the participant has not attained the later of age 62 or the Plan's normal retirement age, the Plan Administrator directs Union Bank to take the following action at the end of such 6-month period:
 - a. \$5,000 Cash-Out Limit -- Account Balance Exceeds \$5,000 – Distributable before Age 62 / Normal Retirement Age. Union Bank should not take any additional action if: (i) the Plan's cash-out limit is \$5,000; (ii) the participant's vested account balance (as determined under the Plan) exceeds \$5,000; and (iii) the participant's account is distributable before the participant has attained the later of age 62 or the Plan's normal retirement age.
 - b. \$5,000 Cash-Out Limit -- Account Balance Exceeds \$1,000 but does not Exceed \$5,000 – Distributable before Age 62/Normal Retirement Age. Union Bank should pay such lost participant's account to an automatic rollover IRA if: (i) the Plan's cash-out limit is \$5,000; (ii) the participant's vested account balance (as determined under the Plan) exceeds \$1,000 but does not exceed \$5,000; and (iii) the participant's account is distributable before the participant has attained the later of age 62 or the Plan's normal retirement age.
 - c. \$1,000 Cash-Out Limit -- Account Balance Exceeds \$1,000 – Distributable before Age 62 / Normal Retirement Age. Union Bank should not take any additional action if: (i) the Plan's cash-out limit is \$1,000; (ii) the participant's vested account balance (as determined under the Plan) exceeds \$1,000; and (iii) the participant's account is distributable before the participant has attained the later of age 62 or the Plan's normal retirement age.
 - d. Account Balance does not Exceed \$1,000 – Distributable before Age 62 / Normal Retirement Age. Union Bank should take action to forfeit such lost participant's account if: (i) the lost participant's vested account balance (as determined under the Plan) does not exceed \$1,000; and (iii) the lost participant's account is distributable before the participant has attained the later of age 62 or the Plan's normal retirement age.
 - e. Account Balance Distributable after Age 62 / Normal Retirement Age. Union Bank should pay such lost participant's account to an automatic rollover IRA if the lost participant has attained the later of age 62 or the Plan's normal retirement age (for these purposes, if permitted under the terms of the Plan, Union Bank is not required to take the action described in this paragraph until such lost participant has reached his/her required beginning date for required minimum distribution purposes). If the Plan document does not permit such lost participant's account to be

distributed to an automatic rollover IRA, then such lost participant's account will be forfeited (or operationally disposed of under any method authorized under the Plan).

f. Account Balance Distributable after Required Beginning Date. Union Bank should pay such lost participant's account to an automatic rollover IRA if the lost participant has reached his/her required beginning date. If the Plan document does not permit such lost participant's account to be distributed to an automatic rollover IRA, then such lost participant's account will be forfeited (or other action will be taken as permitted under the Plan).

4. If a lost participant whose account was forfeited pursuant to the terms of the Plan and this Policy makes a claim for his/her forfeited account, the Plan Administrator will restore the lost participant's account to the same dollar amount as the amount forfeited, unadjusted for earnings occurring subsequent to the forfeiture. Unless the Plan provides otherwise: (a) the restoration will be made in the plan year in which the lost participant makes the claim, first from the amount, if any, of the participant forfeitures the Plan Administrator otherwise would allocate for the plan year, and then from employer contributions to the Plan for the plan year; and (b) the Plan Administrator will direct Union Bank to distribute the restored account to the lost participant not later than 60 days after the close of the plan year in which the Plan Administrator restores the forfeited account.

V. Plan Administrator's Right to Amend or Terminate Policy

The Plan Administrator hereby reserves the right to amend or terminate this Policy at any time and for any reason except as prohibited by the Plan or applicable law. The Plan Administrator acknowledges that Union Bank may provide Plan Administrator with proposed amendments to the Policy from time to time, and that if the Plan Administrator does not notify Union Bank in writing within 30 days of its objection to such amendment, Plan Administrator acknowledges that it shall be deemed to have approved such amendment, and hereby directs Union Bank to act in accordance with such amendment.

VI. Terms of Applicable Law and Plan Govern

To the extent any provision of this Policy conflicts or is inconsistent with applicable law or any Plan provision, the terms of such applicable law or Plan shall control.

VII. Execution

The Plan Administrator hereby certifies and represents it has authority to adopt this Policy and that such Policy is authorized pursuant to the terms of the Plan.

Adopted:

City of Grand Island, Nebraska
Plan Administrator

City of Grand Island, Nebraska Police Officers' Retirement System Plan & Trust
Plan Name

By: _____

Its: _____

Dated: _____

Effective Date: April 1, 2016

AUTOMATIC ROLLOVER IRA PROVIDER AGREEMENT

This Agreement is made by and between Union Bank & Trust Company (“IRA Provider”) and *City of Grand Island, Nebraska* (the “Employer”), acting as the Plan Administrator of the *City of Grand Island, Nebraska Police Officers' Retirement System Plan & Trust* (the “Plan”), with respect to the automatic rollover of certain benefit payments from the Plan.

WITNESSETH

WHEREAS, the Plan has been established pursuant to Sections 401(a) and 501 of the Internal Revenue Code;

WHEREAS, IRA Provider provides individual retirement plans within the meaning of Section 7701(a)(37) of the Internal Revenue Code; and

WHEREFORE, Employer wishes to enter into a written agreement with IRA Provider on behalf of its participants to provide for the automatic rollover of certain mandatory distributions in accordance with Section 401(a)(31)(B) of the Internal Revenue Code;

NOW, THEREFORE, in consideration of the above-recital and the covenants contained herein, the parties agree as follows:

1. Definitions.
 - 1.1 Cash-Out Distributions. “Cash-Out Distributions” mean mandatory distributions from the Plan that exceeds \$1,000 but do not exceed the limit imposed by Sections 411(a)(11) and 417(e) of the Internal Revenue Code, disregarding the amount of a prior rollover contribution and earnings related to such rollover contribution if the Plan so provides.
 - 1.2 IRA. “IRA” means an individual retirement plan within the meaning of section 7701(a)(37) of the Internal Revenue Code.
 - 1.3 Investment Product. “Investment Product” means any investment product designed to preserve principal and provide a reasonable rate of return, which seeks to maintain, over the term of the investment, the dollar value that is equal to the amount invested in the IRA. Investment Product may include a mutual fund for which IRA Provider or its affiliate(s) provides investment advice or other services for compensation, as disclosed to Employer.
2. Automatic Rollover of Cash-Out Distributions. Cash-Out Distributions shall be directly rolled over into IRAs provided by IRA Provider.
3. IRA Investment. Cash-Out Distributions shall be invested in an Investment Product.
4. Representation of IRA Sponsor. IRA Provider certifies that it is a state or federally regulated financial institution which is a bank or savings association, the deposits of which are insured by the Federal Deposit Insurance Corporation; a credit union, the member accounts of which are insured within the meaning of Section 101(7) of the Federal Credit Union Act; an insurance company, the products of which are protected by state guaranty associations; or an investment company registered under the Investment Company Act of 1940.
5. Fees and Expenses. IRA Provider may be paid reasonable fees and expenses for services performed for the IRA directly from the IRA. Such fees and expenses, including establishment and maintenance fees, investment expenses, and termination costs may not exceed the fees and expenses charged by IRA Provider for comparable services to individual retirement plans established for reasons other than for the receipt of mandatory distributions subject to the provisions of Section 401(a)(31)(B) of the Internal Revenue Code.

6. Third Party Beneficiary. A Plan participant on whose behalf an IRA is established pursuant to the terms of this Agreement shall have the right to enforce the terms of the contractual agreement establishing the IRA, with regard to the Cash-Out Distribution, against IRA Provider.
7. Amendment and Termination. This Agreement may be amended at any time in writing in such manner as may be mutually agreed upon by IRA Provider and Employer. It may be terminated at any time by IRA Provider or Employer upon thirty days written notice to the other or as otherwise agreed by the parties. For purposes of this provision, notice to IRA Provider may be given to the Union Bank & Trust Company administrator assigned to the Plan.
8. Electronic Signature and Counterparts. This Agreement may be executed electronically by any party, which shall be deemed to be as effective as a signature executed by such party by its own hand. This Agreement may be executed in counterparts, any of which need not contain the signature of more than one party, but all of which taken together will be one and the same Agreement.
9. Severability. If any provisions of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed and enforced as if such provisions had not been included.
10. Assignment. No assignment of this Agreement shall be made by either party without written consent of the other. This Agreement shall bind the successors and assigns of Employer and IRA Provider. Notwithstanding this provision, in providing services to the IRA, IRA Provider may delegate certain functions (e.g., functions including, but not limited to, tax reporting and custodianship functions) to be performed by other entities.
11. Section Headings. The headings of sections in this Agreement are inserted for convenience and reference and shall not be deemed to be a part of or used in the construction of this Agreement.
12. Governing Law. To the extent not preempted by ERISA, this Agreement and all transactions hereunder shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of Nebraska.
13. Application. This Agreement shall apply to any Cash-Out Distributions made on or after March 28, 2005 or such later date as permitted by the rules and regulations governing Cash-Out Distributions, or as determined under the provisions of the Plan.

IN WITNESS WHEREOF, the parties have executed this Agreement.

City of Grand Island, Nebraska
Employer

Date _____

By _____

Its _____

Union Bank & Trust Company
IRA Provider

Date _____

By _____

Its _____

RESOLUTION 2016-72

WHEREAS, the City of Grand Island approved a contract for Administrative Service for Retirement Plans for the Police and Fire Plans with Union Bank and Trust Company; and

WHEREAS, the plan under IRS guidelines is a “qualified plan”; and

WHEREAS, to maintain the plan as “qualified” certain polices need to be in place; and

WHEREAS, the Lost Participant Policy and Automatic Rollover IRA Provider Agreement with Union Bank and Trust Company will put these policies in place.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the Lost Participant Policy and Automatic Rollover IRA provider Agreement with Union Bank and Trust Company for the Police Pension Plan

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 22, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
March 18, 2016	☒ City Attorney



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item H-1

Consideration of Review of Conditions for Hooker Bros. Sand & Gravel, Inc. Operating a Sand and Gravel Pumping Facility at 501 South Gunbarrel Road

Staff Contact: Craig Lewis

Council Agenda Memo

From : Craig A. Lewis, Building Department Director

Meeting: March 22, 2016

Subject: Review of Conditions for Hooker Bros. Sand & Gravel Inc. Operating a Sand and Gravel Pumping Facility at 501 South Gunbarrel Road. N1/2 of the SW1/4 and NW1/4 of the SE1/4 of Section 18-11-8 Merrick County.

Presenter: Craig Lewis, Building Department Director

Background

The council approved the continued operation of the sand and gravel facility at the above referenced location on October 27, 2015 with a request to review the established conditions and bring back modifications as necessary.

Staff met with representatives from Hooker Brothers and Randy Stueven to discuss additional items presented in a letter signed by several neighboring property owners.

The following discussion identifies the items and the discussion held.

Discussion

City administration has developed the following restrictions, or conditions which appear appropriate to impose upon sand and gravel operations.

- 1). USE:** The proposed uses are limited to those listed in the application, sand and gravel pumping processing, storage, stocking piling, distribution, and sales, both wholesale and retail. Retail sale may also include the sale of black dirt, river rock, and similar landscaping materials. The storage, recycling, or processing of other aggregate materials, such as asphalt or concrete is not allowable unless specifically listed, nor are the operation of concrete or asphalt batch plants.
- 2). CLOSURE:** A drawing of the proposed development of the property after the closing of the sand and gravel operation has been provided along with the initial application.
- 3). PRIMARY CONDITIONS: (a).** The permit shall be granted for a period not to exceed 10 years with the possibility of renewal for an additional time at the end of the 10 year period.

(b). Pumping of product shall not be allowed within 150 feet of any public road right of way and protected by a 6 foot earthen berm during pumping. The finished width of developable property adjacent to the public right of way shall be 300 feet at the time of termination of the operation. A setback of 100 feet from any adjacent property line shall be maintained between the pumping operations.

(c). Pumping and other activities (including lighting) at the site shall be limited to daylight hours (15) minutes before sunrise and (15) minutes after sunset Mondays through Saturdays. No pumping or other processing activities shall be permitted on Sundays or from fifteen minutes after sunset to fifteen minutes before sunrise. Two exceptions to this condition shall be in the months of March, April, October, and November activities may operate from 6:00a.m. to 10:00p.m. to allow for winter condition. The second exception shall be that trucking of the product shall be allowed on Sundays from 7:00 a.m. to 12:00 noon to allow for contracted sales.

(d). Any internal combustion pump motors utilized shall be equipped with a functioning "hospital grade muffler" designed to reduce exhaust noise by 32 to 40 decibels.

(e). Materials and equipment shall not be stored on the property within any easements or the regulated floodway as determined by the Federal Emergency Management Agency or its successor and the entity with jurisdiction and authority to enforce floodplain regulations. No product, material or equipment shall be stored within any easement or in such a manor that it would violate any safety provisions of the National Electric Safety Code.

Pumped material stored in piles shall be limited to a setback from the property line equal to the height of the product pile. The setback distance shall be measured from the base of the material pile to the adjacent property line.

(f). All dead trees, rubbish, and debris, if any must be cleared from the real estate as soon as practical and such real estate must, at all times, be kept in a clean and neat condition.

(g). No trash, rubbish, debris, dead trees, lumber, bricks, refuse or junk material of any nature whatsoever shall be dumped, placed or located upon such real estate.

(h). Applicant shall not use the real estate in any way so as to create or result in an unreasonable hazard or nuisance to adjacent land owners or to the general public.

(i). Applicant shall maintain any and all drainage ditches that may be located upon the real property.

(j). Applicant shall not permit the hauling of sand and gravel from the premises and over and across any public highway or road unless said sand and gravel is complete dry and free from water or is hauled in trucks which are designed and equipped so as to prevent water from leaking onto the traveled portion of the roadbed.

(k). All water accumulated upon the premises by virtue of such mining and pumping operations shall be retained upon the premises and shall not flow upon or encroach upon any adjacent land. Only surface waters that have historically flowed from the premises shall be permitted to leave the same through historical natural drainage ways.

(l). Applicant shall begin the mining operation within a period of 18 months from the issuance of this permit or if the applicant fail to begin operations within the 18 months the permit shall be considered null and void and subject to reapplication and rehearing. Additionally if at anytime during the life of the permit issued the operation shall cease for a period of a continuous 18 months the permit shall become void and a renewal shall be obtained before becoming once again operational.

The one additional item included is underlined, it relates to the height of stored product and provides for a prescribed setback.

Additional items discussed that may be included in future conditional use permit request were; 1. A bond, certificate of deposit or other financial surety to guarantee faithful performance of the owner or developer to adequately close the operation and prepare the land for future development.

2. Performance standards for phases and operation.
3. Environmentally sensitive area review, including core samples at site.
4. Annual Inspections of the operations and conditions.

These last items were not determined to be feasible for existing operations but may be worthy of consideration in future request.

ALTERNATIVES

It appears the Council has the following alternatives concerning the issue.

1. Approve the proposed conditions, finding that the proposed application is and will continue to be in conformance with the purpose of the zoning regulations.
2. Deny the proposal, finding that the proposed conditions do not conform to the purpose of the zoning regulations.
3. Approve the proposal with additional or revised conditions and findings of fact.
4. Refer the matter to a special committee for a determination of a finding of fact.

RECOMMENDATION

Approve the proposal if all conditions continue to be applicable as presented by City Administration and if the City Council finds that the proposed conditions continue to promote the 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 conditions identified by the City Administration, published in the Council packet and presented at the Council meeting and finding that the application conforms with the purpose of the zoning regulations.



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item H-2

**Consideration of Request to Modify Conditions for Fonner-State
Fair RV Park at 915 E. Fonner Park Road**

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: March 22, 2016

Subject: Request of Staff to Modify Conditions for RV Park at 915 E. Fonner Park Road, Hall County Livestock Improvement Association and Nebraska State Fair. (These modifications are to allow for the continued use of the recreational vehicle park for the foreseeable future.)

Presenter(s): Craig Lewis, Building Department Director

Background

This is a request to modify the conditions established for the RV Park in the original conditional use permit approved on June 8, 2010. Additional revisions were requested and approved in 2011, 2012, and 2013.

The most recent revisions approved on February 23, 2016 allowed for overflow parking bringing the Park in full compliance with provision for parking pads and allow the ability to increase the numbers as demand increases.

Fonner Park has in the past maintained a Mobile Home Park in the southeast part of the site to facilitate horse racing personal. This past year that park has been abandon and race personal are now occupying the Fonner-State Fair RV Park, requiring some modifications to the conditions to accommodate both independent events.

Discussion

The City code provides for campgrounds with the following conditions specified in the code; 36-69 (B) 2.

(a) Developer shall submit a diagram of the proposed camp ground including a plot plan of the pads, landscaping plan, utility plan and interior street plan with the application for a conditional use permit.

(b) A minimum of one toilet and one lavatory for each sex shall be provided for each sex up to the first 25 sites. An additional toilet and lavatory for each sex shall be provided for each additional 25 sites or fraction thereof not provided with sewer connections.

(c) All RV pads shall be provided with a landscape buffer yard as identified in the landscaping section of this code.

(d) Pads shall not be accessible from any public way.

Additionally section 36-6 Definitions require; Recreational Vehicle Pads: a space for parking a recreational vehicle within a campground or other allowed place consisting of no less than 800 square feet with a minimum width of 12 feet. Improvements included within the pad space include 1 hard surfaced improved parking space of not less than 180 square feet (20x9 or 18x10) and 2 hard surfaced improved parallel tire pads of not less than 2.5 feet by 24 feet.

Recreational Vehicle (RV) Park shall mean a tract of land upon which two or more recreational vehicle sites are located, established, or maintained for occupancy by recreational vehicles of the general public as temporary living quarters for recreational or vacation purposes by campers, vacationers, or travelers. A Recreational Vehicle Park on a tract of land in excess of 20 acres used for seasonal events of not more than 14 consecutive days in duration may provide overflow pads not to exceed 25% of the recreational vehicle pads provided in compliance with the required improvements. Overflow pads shall be allowed without the required improvements.

Additional conditions placed on this Recreational Vehicle Camper Park were;

1) All interior roads and streets shall be improved to the design standards as identified in section 36-96(G), permanent, dust-free like asphalt, concrete or paving brick.

2) Annual inspection shall be conducted by the Building Department to check compliance with City Codes; conditions imposed, and adopted building, plumbing, electrical, and fire codes.

3) A 90 day time limit on the maximum allowable stay shall be imposed on all recreational vehicles and campers in the campground. No RV shall be allowed to remain longer than a 90 day consecutive period.

4) The size of any propane tank or other fuel container shall be limited to original equipment supplied by the manufacture; no additional or external tanks shall be permitted.

5) No skirting of any kind shall be allowed to be utilized with any recreational vehicle or camper within the camp grounds.

As the Park has developed into a site available to accommodate both Fonner racing and the State Fair three modifications are needed;

3) The 90 day time limit is inadequate to facilitate Fonner Park needs and it is recommended to extend the length of time to 180 days.

4) External LP gas tanks shall be limited to 150 gallons maximum horizontal tanks and be located in conformance with the International Fire Code adopted by the City.

5) Because of the season for Fonner racing skirting of the camper trailers is desired, any skirting provided shall be noncombustible.

As this recreational vehicle park has transformed into a multifunctional facility the modifications appear necessary to continue to allow the park to function at optimum.

Alternatives

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

1. Approve the request and amend the conditions, finding that the proposed Park 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 conditions do 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.

Recommendation

Approve the request to modify the conditions as outlined above and presented finding that the proposed conditions, use, and application promotes the health, safety, and general welfare of the community, protect property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Sample Motion

Move to approve the request to modify the conditions identified in the staff memorandum and presented at the City Council meeting and finding that the application conforms to the purpose of the zoning regulations.



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item H-3

Consideration of Review of Section 5311 Operating Assistance Application Regarding Transit Services

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

Staff Contact: Chad Nabity



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item H-4

Consideration of Review of Development of 2017-2019 Consolidated Plan Including Fiscal Year 2017 Action Plan for CDBG Activities

This item relates to the aforementioned Public Hearing item E-5.

Staff Contact: Charley Falmlen



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item H-5

Consideration of Review of Public Hearing on Progress of Current CDBG Activities

This item relates to the aforementioned Public Hearing item E-6.

Staff Contact: Charley Falmlen



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item I-1

#2016-73 - Consideration of Approving the Redevelopment Plan for CRA Area 1 for a Site Specific Redevelopment Plan located at 110 East 3rd Street (Wing Properties)

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

Staff Contact: Chad Nabity

RESOLUTION 2016-73

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2007, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 1 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: rehabilitation, planning activities, necessary utility extensions, and fees associated with the redevelopment project. All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

WHEREAS, the City published notices of a public hearing and mailed notices as required pursuant to Section 18-2115 of the Act and has, on the date of the Resolution held a public hearing on the proposal to amend the Redevelopment Plan to include the Redevelopment Project described above.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

Approved as to Form	☐ _____
March 18, 2016	☐ City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 1 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission with respect to the Redevelopment Contract.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall set by the Community Redevelopment Authority in the redevelopment contract as follows:
 - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
 - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.

- c. The Mayor and City Clerk are authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.

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

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Adopted by the City Council of the City of Grand Island, Nebraska, March 22, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item I-2

#2016-74 - Consideration of Approving the Redevelopment Plan for CRA Area 15 for a Site Specific Redevelopment Plan located at 106 So. Webb Road (Pump and Pantry, Inc.)

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

Staff Contact: Chad Nabity

RESOLUTION 2016-74

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2007, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 15 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: acquisition, site preparation, planning activities, necessary utility extensions, and fees associated with the redevelopment project. All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

WHEREAS, the City published notices of a public hearing and mailed notices as required pursuant to Section 18-2115 of the Act and has, on the date of the Resolution held a public hearing on the proposal to amend the Redevelopment Plan to include the Redevelopment Project described above.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

Approved as to Form	☐ _____
March 18, 2016	☐ City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 15 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission with respect to the Redevelopment Contract.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall set by the Community Redevelopment Authority in the redevelopment contract as follows:
 - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
 - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.

- c. The Mayor and City Clerk are authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.
4. The City hereby finds and determines that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purposes of accomplishing, in accordance with the general plan for development of the City, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity; and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of a healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreation and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

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Adopted by the City Council of the City of Grand Island, Nebraska, March 22, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item I-3

**#2016-75 – Consideration of Approving Transfer of Central
Nebraska Veterans Home Land and Buildings to the City**

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Attorney

Meeting: March 22, 2016

Subject: Transfer of Central Nebraska Veterans Home Land and Buildings to the City

Presenter(s): Jerry Janulewicz, City Attorney

Background

Following the City Council's previous discussions and actions, city legal staff engaged in negotiations with the State of Nebraska for transfer of the lands and buildings of the Central Nebraska Veterans Home to the City of Grand Island. The State has determined that the agricultural lands and the lands leased to the City for recreational uses are excess lands and available for transfer as Phase I. Following completion and activation of the Veterans Home facility in Kearney, the State proposes to transfer to the City, as Phase II, the remaining lands and buildings, including the Veterans Home Campus, Veterans Cemetery, and parking area leased to the United Veterans Club.

Discussion

The State has determined that the agricultural lands and the lands leased to the City used for recreational uses are excess lands and available for transfer as Phase I. Following completion and activation of the Veterans Home facility in Kearney, the State proposes to transfer to the City, as Phase II, the areas remaining, including the Veterans Home Campus, Veterans Cemetery, and parking area leased to the United Veterans Club. Transfer of the Phase II property will be contingent upon mutual consent of the City and State to the terms and conditions of transfer including, but not limited to, City's agreement accommodate the needs of the United Veterans Club to continue its leasehold interest in and to the 10.667 acres consisting of the parking lot for the United Veterans Club; provide continuing maintenance of the Veterans Cemetery and protect the same from commercial and residential encroachment through greenspace buffer or the addition of public cemetery areas; and assume the duties and obligations of the State Building Division of the Nebraska Department of Administrative Services and the State under the Programmatic Agreement among the US Department of Veterans Affairs, the Nebraska Department of Administrative Services, the Nebraska Department of Health and Human Services, the Nebraska State Historic Preservation Office and the Advisory Council on

Historic Preservation Regarding the Relocation of the Central Nebraska Veterans Home at 2300 West Capital Avenue, Grand Island, Nebraska.

Upon acquisition of the Phase I property, city staff propose that the agricultural property be leased for the 2016 crop season through the city's current farm lease manager and management program.

Alternatives

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

1. Approve the resolution as set forth.
2. Disapprove or /Deny the resolution.
3. Modify the resolution to meet the needs of the City Council.
4. Table the issue.

Recommendation

City Administration recommends that the Council approve the resolution authorizing and approving the Memorandum of Agreement by and between the State of Nebraska and the City of Grand Island regarding transfer of the Central Nebraska Veterans Home lands and buildings.

Sample Motion

Move to approve the resolution authorizing and approving the Memorandum of Agreement by and between the State of Nebraska and the City of Grand Island regarding transfer of the Central Nebraska Veterans Home lands and buildings.

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE STATE OF NEBRASKA AND THE CITY OF GRAND ISLAND
REGARDING TRANSFER OF
CENTRAL NEBRASKA VETERANS HOME LANDS AND BUILDINGS**

THIS MEMORANDUM OF AGREEMENT by and between THE STATE OF NEBRASKA, by and through its Department of Administrative Services, herein referred to as “STATE,” and THE CITY OF GRAND ISLAND, NEBRASKA, a municipal corporation and a political subdivision of the State of Nebraska, herein referred to as “CITY”.

WHEREAS, STATE owns and operates the Central Nebraska Veterans Home currently located in Grand Island, Nebraska, herein referred to as “GIVH”; and

WHEREAS, STATE is in the process of designing and contracting for the construction of a new Central Nebraska Veterans Home in Kearney, Nebraska, herein referred to as “KVH”; and

WHEREAS, upon completion of the KVH, the residents of GIVH will be relocated to KVH and GIVH will be vacated; and

WHEREAS, the real estate comprising the entirety of the original GIVH, being all of Section Five (5), in Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska, was conveyed to STATE in 1887 in two parcels, each for the sum of “one-dollar and the location at Grand Island of the Soldiers’ and Sailors’ Home”; and

WHEREAS, of the original 640 acres conveyed to STATE approximately 30 acres are actually used to house veterans and their spouses; and

WHEREAS, the real estate as described in “Exhibit A,” attached hereto and herein referred to as the “GIVH Phase I Real Estate,” is comprised of agricultural lands and lands leased to CITY for recreational uses; and

WHEREAS, the GIVH Phase I Real Estate is excess land as defined by Neb.Rev.Stat. Sec. 72-811(2); and

WHEREAS, STATE desires to dispose of GIVH Phase I Real Estate to CITY and CITY desires to acquire GIVH Phase I Real Estate from STATE; and

WHEREAS, upon completion of KVH and the vacating of GIVH, STATE intends to convey to CITY the remaining GIVH real estate consisting of the Veterans Home Campus, Veterans Cemetery, and parking area leased to the United Veterans Club, contingent upon the

parties' mutual consent to the terms and conditions of such transfer including, but not limited to, CITY's covenant to provide continuing maintenance of the Veterans Cemetery and to protect the same from commercial and residential encroachment through greenspace buffer or the addition of public cemetery areas.

NOW, THEREFORE, STATE and CITY agree as follows:

1. The recitals above are incorporated into and made a part of this Memorandum of Agreement.
2. STATE shall take such action as necessary to convey to CITY by Quitclaim Deed the GIVH Phase I Real Estate.
3. Following transfer of Central Nebraska Veterans Home residents and operational and administrative staff to KVH, and contingent upon the STATE's Vacant Building and Excess Land Committee making findings and determinations that the remaining GIVH property is vacant and excess and the making of appropriate recommendations as required by statute, STATE shall offer to convey to CITY the remaining real estate and improvements comprising GIVH located in a part of the South Half (S¹/₂) of Section Five (5), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M., Hall County, Nebraska, and consisting of: Veterans Home Campus; Veterans Cemetery; paved parking area currently leased to the United Veterans Club; and any other land that has not been otherwise sold or permanently disposed of as part of GIVH, herein referred to as the "GIVH Phase II Real Estate."
4. Upon acceptance by the CITY of the GIVH Phase II Real Estate upon such reasonable terms and conditions as mutually agreed to by the parties, CITY shall:
 - a. Accommodate the needs of the United Veterans Club to continue its leasehold interest in and to the 10.667 acres consisting of the parking lot for the United Veterans Club;
 - b. Provide continuing maintenance of the Veterans Cemetery and protect the same from commercial and residential encroachment through greenspace buffer or the addition of public cemetery areas; and
 - c. Assume the duties and obligations of the State Building Division of the Nebraska Department of Administrative Services and the STATE under the Programmatic Agreement among the US Department of Veterans Affairs, the Nebraska

Department of Administrative Services, the Nebraska Department of Health and Human Services, the Nebraska State Historic Preservation Office and the Advisory Council on Historic Preservation Regarding the Relocation of the Central Nebraska Veterans Home at 2300 West Capital Avenue, Grand Island, Nebraska.

- 5. With respect to any Real Estate transferred by STATE and accepted by CITY, CITY shall defend and hold harmless STATE and the transferred lands from any and all claims, suits, or other alternative dispute resolution proceedings, of and by any other parties that may allege a superior ownership or possessory right to the land, or any portion thereof, including any suits for damages, claims, or equitable remedies.

STATE OF NEBRASKA

By _____ Date: _____, 2016.
Byron L. Diamond, Director
Department of Administrative Services

CITY OF GRAND ISLAND

By _____ Date: _____, 2016.
Jeremy Jensen, Mayor

Attest:

RaNae Edward, City Clerk

EXHIBIT A

[insert legal descriptions]

RESOLUTION 2016-75

WHEREAS, the City of Grand Island (“City”), acting by and through its Mayor and City Council, expressed a desire that the City acquire the lands and buildings of the Central Nebraska Veterans Home (“CNVH”) including, but not limited to, the buildings and structures, Veterans Cemetery, agricultural lands, and lands leased to the City of Grand Island, and

WHEREAS, the State of Nebraska (“State”) agrees to transfer CNVH to the City in two phases: Phase I being a transfer of the agricultural lands and lands leased to City for recreational purposes and, as Phase II, a transfer of the remaining real estate, and

WHEREAS, on behalf of their respective clients, legal counsel for City and State have negotiated a proposed Memorandum of Agreement (“Agreement”) for transfer of CNVH from State to City, and

WHEREAS, the Agreement provides for the immediate transfer of the Phase I lands to City, and

WHEREAS, State intends to convey to City as Phase II the remaining CNVH real estate consisting of the Veterans Home Campus, Veterans Cemetery, and parking area leased to the United Veterans Club, contingent upon the parties’ mutual consent to the terms and conditions of such transfer including, but not limited to, City’s covenant to provide continuing maintenance of the Veterans Cemetery and to protect the same from commercial and residential encroachment through greenspace buffer or the addition of public cemetery areas.

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

1. The proposed Memorandum of Agreement between City and State regarding transfer of CNVH is approved and the Mayor is authorized and directed to execute the same in the name of and on behalf of City;
2. Upon City’s receipt of a properly executed deed conveying the Phase I real estate, the Mayor and city staff are authorized to accept said deed on behalf of City and to present the same to the Hall County Register of Deeds for recording;
3. City staff is authorized to cause the Phase I agricultural lands to be leased for the 2016 crop season through City’s current farm lease manager and management program; and
4. The mayor and city staff are authorized and directed to engage in further negotiations with State for the Phase II transfer.

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Approved as to Form	☐ _____
March 18, 2016	☐ City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, March 22, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 22, 2016

Council Session

Item J-1

Approving Payment of Claims for the Period of March 9, 2016 through March 22, 2016

The Claims for the period of March 9, 2016 through March 22, 2016 for a total amount of \$4,242,240.97. A MOTION is in order.

Staff Contact: Renae Griffiths