
City of Grand Island



Tuesday, April 12, 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 - Reverend Trudy Kenyon-Anderson, First Faith United Methodist Church, 4190 West Capital 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, April 12, 2016

Council Session

Item C-1

Proclamation “Child Abuse Prevention Month” April 2016

Because all children deserve love, comfortable homes, and tender care from parents and adults who make them feel safe, happy and loved, and because the effects of child abuse are felt by whole communities and need to be addressed by the entire community, the Mayor has proclaimed the month of April, 2016 as "Child Abuse Prevention Month". See attached PROCLAMATION.

Staff Contact: Mayor Jeremy Jensen

THE OFFICE OF THE MAYOR
City of Grand Island
State of Nebraska

PROCLAMATION

WHEREAS, children are vital to our state's future success, prosperity, and quality of life as well as being our most vulnerable assets; and

WHEREAS, all children deserve to have safe, stable, nurturing, and healthy homes and communities that foster their well-being; and

WHEREAS, child abuse and neglect is a public responsibility affecting both the current and future quality of life of a state; and

WHEREAS, parents need support and resources to cope with stress and nurture their children to grow to their full potential; and

WHEREAS, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community.

NOW, THEREFORE, I, Jeremy L. Jensen, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the month of April, 2016 as

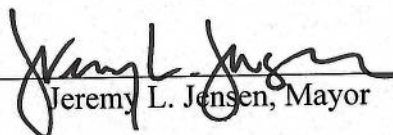
"CHILD ABUSE PREVENTION MONTH"


in the City of Grand Island, and encourage all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Grand Island to be affixed this first day of April in the year of our Lord Two Thousand and Sixteen.



Attest:


Jeremy L. Jensen, Mayor


RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 12, 2016

Council Session

Item C-2

Proclamation “Sexual Assault Awareness Month” April 2016

Sexual violence is widespread and impacts every community member of Grand Island. By increasing education, awareness, and community involvement, there is evidence that we can prevent sexual violence in Grand Island. The Mayor has proclaimed the month of April 2016 as "Sexual Assault Awareness Month". See attached PROCLAMATION.

Staff Contact: Mayor Jeremy Jensen

THE OFFICE OF THE MAYOR
City of Grand Island
State of Nebraska

PROCLAMATION

- WHEREAS, Sexual Assault Awareness Month is intended to draw attention to the fact that sexual violence is widespread and impacts every community member of Grand Island; and
- WHEREAS, rape, sexual assault, and sexual harassment impact our community as seen by statistics indicating that one in five women and one in 71 men will be raped at some point in their lives; and
- WHEREAS, child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience a sexual assault before the age 18.; and
- WHEREAS, young people experience heightened rates of sexual violence, and youth ages 12-17 were two and a half times as likely to be victims of rape or sexual assault; and
- WHEREAS, we must work together to educate our community about sexual violence prevention, supporting survivors and speaking out against harmful attitudes and actions; and
- WHEREAS, with leadership, dedication and encouragement, there is evidence that we can be successful in preventing sexual violence in Grand Island through increased education, awareness, and community involvement; and
- WHEREAS, Grand Island strongly supports the efforts of national, state, and local partners, and of every citizen, to actively engage in public and private efforts to prevent sexual violence. This includes starting conversations, taking appropriate actions and supporting one another to create a safer environment for all.

NOW, THEREFORE, I, Jeremy L. Jensen, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the month of April, 2016 as

***“SEXUAL ASSAULT
AWARENESS MONTH”***

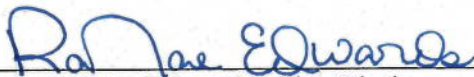
in the City of Grand Island, and encourage all citizens to take due note of the observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Grand Island to be affixed this first day of April in the year of our Lord Two Thousand and Sixteen.



Jeremy L. Jensen, Mayor

Attest:



RaNae Edwards, City Clerk





City of Grand Island

Tuesday, April 12, 2016

Council Session

Item D-1

#2016-BE-3 - Consideration of Determining Benefits for Sanitary Sewer District No. 535T, Extension of Sanitary Sewer to Serve Part Lot 1; Voss Subdivision, Lots 1 & 2 Windolph's Subdivision, and Part NW ¼ of Section 14-11-9

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

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: April 12, 2016

Subject: Consideration of Determining Benefits for Sanitary Sewer District No. 535T, Extension 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 North, Range 9 West

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

Background

The Certificate of Final Completion for Sanitary Sewer District No. 535T was approved on March 8, 2016 with April 12, 2016 set as the date for Council to sit as the Board of Equalization. All work has been completed and special fees have been calculated for the tap district.

Discussion

Sanitary Sewer District No. 535T was created by City Council on September 9, 2014 through Ordinance No. 9502 to support a developed area on Seedling Mile Road. An eight (8.0) inch gravity sanitary sewer main and appurtenances thereto along Seedling Mile Road from Voss Road; west to Seedling Mile Access Road was constructed to serve abutting properties in conjunction with a much larger (54") sanitary sewer interceptor main routed thru the area.

Work on the tap district was completed at a construction price of \$102,134.30. Costs for the district break down as follows:

	Quantity	Unit	Unit Cost	Total Cost
8" Sanitary Sewer Line	668.00	LF	\$ 50.00	\$ 33,400.00
4" Sanitary Sewer Service	423.00	LF	\$ 50.00	\$ 21,150.00
Sanitary Sewer Service Connection	13.00	EA	\$ 1,900.00	\$ 24,700.00
48" Diameter Manhole	3.00	EA	\$ 7,500.00	\$ 22,500.00
48" Diameter Manhole Additional Depth	1.22	VF	\$ 315.00	\$ 384.30
TOTAL SANITARY SEWER DISTRICT NO. 535T COST				\$ 102,134.30

Due to North Interceptor Phase I construction, the existing connections to manholes (via private sanitary sewer agreements) in the previous main line in Seedling Mile Road needed to be re-established into a new 8 inch service line. The creation of a new 8 inch service line provided tap locations to each lot in the area. Sanitary Sewer District No. 535T was created and combined with North Interceptor Phase I; Project 2012-S-6 for bid and construction. A map of the district is attached for reference.

That cost is apportioned to each of the properties within the district based upon equal division of lots served to determine the connection fee. Properties that have already made connection to the sanitary sewer main prior to installation of the new main will be given credit towards their tap fee calculation from their pre-existing sanitary sewer agreement. Connection fees will be collected prior to the properties being connected to City sanitary sewer service. Unlike an assessment district which allows for payments to be spread over a 10 year period at 7% simple interest with the first payment of principle only due 10 days after the ordinance is filed, the tap fees are not due until such time the property owner chooses to connect to the City sanitary sewer main and is due in full at that time.

The allocation for District 535T was completed at a construction price of \$102,134.30, with existing agreement credits of \$1,063.73, for a revised tap fee total of \$101,070.57.

Alternatives

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

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

Recommendation

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

Sample Motion

(Sample Motion for the Board of Equalization)

Move to approve the resolution determining benefits for Sanitary Sewer District No. 535T.

(Sample Motion for the Ordinance)

Move to approve the Ordinance levying the tap fees for Sanitary Sewer District No. 535T.

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

AFFIDAVIT OF MAILING

RaNae Edwards, City Clerk, being first duly sworn on oath, deposes and says that she is the duly appointed and acting City Clerk of the City of Grand Island, Nebraska, and that on March 22, 2016, she mailed copies of the "Notice of Board of Equalization Hearing – Sanitary Sewer District 535T", which notice was first published in the Grand Island Independent on March 22, 2016, to the following named parties:

Jay L & Julie Hehnke
2505 E Seedling Mile Rd
Grand Island, NE 68801

Kristine L Colclasure
2502 E Seedling Mile Rd
Grand Island, NE 68801

Horacio D Vazquez
2503 E Seedling Mile Rd
Grand Island, NE 68801

Michelle M Morganflash
Donald D Osborn
2415 E Seedling Mile Rd
Grand Island, NE 68801

Sebastian Alvarez Perez
Olivia Margarita Tzun Vicente
2519 E Seedling Mile Rd
Grand Island, NE 68801

*John Robert Schleicher
229 Decoy Ave
Pierre, SD 57501

*James Richard Schleicher
PO Box 13
Maxwell, NE 69151

Craig L & Karla A Paro
2110 Stagecoach Rd
Grand Island, NE 68801

Luis A Gonzalez
Ana R Ortiz
2522 E Seedling Mile Rd
Grand Island, NE 68801

Jack & Joan McKee
224 Voss Rd
Grand Island, NE 68801

Michael A Kraft
7561 S Locust
Doniphan, NE 68832

Harold G & Corina Zimmerman, Jr.
2506 E Seedling Mile Rd
Grand Island, NE 68801

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

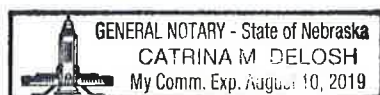
Those names shown with an asterisk were mailed copies by certified mail, return receipt requested, being owners of property within the district whose addresses were shown on the tax rolls of Hall County at the time said Notice was first published as being outside the boundaries of Hall County.

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

DATED: March 22, 2016

RaNae Edwards
RaNa Edwards, City Clerk

Subscribed and sworn to before me this 22nd date March, 2016.



CM Delosh
Notary Public

NOTICE OF BOARD OF EQUALIZATION HEARING

Sanitary Sewer District No. 535T
Extension 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 North, Range 9 West

NOTICE is hereby given to all persons owning real estate in Sanitary Sewer District No. 535T in the City of Grand Island, Hall County, Nebraska, and to all persons interested, that the City Council of said City will sit as a Board of Equalization at the City Council Chambers on April 12, 2016 at 7:00 p.m., to determine benefits accruing to the respective lots, tracts, and parcels of land in said district to pay the cost of the sanitary sewer improvements therein. All owners of real estate within said sanitary sewer district, and all persons interested, will take notice of the time and place of the sitting of the Board of Equalization, at which time any person or persons may appear and show cause, if any there be, why assessments should not be made.

By order of the City Council, Grand Island, Nebraska.

RaNae Edwards, City Clerk

Publication Dates:

March 22, 2016

March 29, 2016

April 5, 2016

CLASSIFIED 7B

Legals

NOTICE OF BOARD OF EQUALIZATION HEARING

Sanitary Sewer
District No. 535T
Extension 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 North,
Range 9 West

NOTICE is hereby given to all persons owning real estate in Sanitary Sewer District No. 535T in the City of Grand Island, Hall County, Nebraska, and to all persons interested, that the City Council of said City will sit as a Board of Equalization at the City Council Chambers on April 12, 2016 at 7:00 p.m., to determine benefits accruing to the respective lots, tracts, and parcels of land in said district to pay the cost of the sanitary sewer improvements therein. All owners of real estate within said sanitary sewer district, and all persons interested, will take notice of the time and place of the sitting of the Board of Equalization, at which time any person or persons may appear and show cause, if any there be, why assessments should not be made.

By order of the City Council,
Grand Island, Nebraska.

RaNaee Edwards, City Clerk
22-29-5

DRAFT

This Space Reserved for Register of Deeds

ORDINANCE NO. ____

An ordinance assessing and levying a special tax to pay the cost of construction of Sanitary Sewer District No. 535T of the City of Grand Island, Nebraska; providing for the collection of such special tax; repealing any provisions of the Grand Island City Code, ordinances, and parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts and parcels of land specially benefited, for the purpose of paying the cost of construction of said sanitary sewer improvements in said Sanitary Sewer District No. 535T, as adjudged by the Mayor and Council of the City, to the extent of benefits thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and land as follows:

Parcel No.	Owner	Legal Description	Assessment by Frontage
400140624	Jay L & Julie Hehnke	N 211' of W 1/3 of Lot 1 & PT 16.5' Vac Lueth Drive, Windolph's Subdivision	\$7,563.81
400140616	Horacio D Vazquez	S 696.5' of W 1/3 of Lot 1 & Pt W 16.5' Vac Lueth Drive, Windolph's Subdivision	\$7,856.48

Approved as to Form ☐ _____
March 22, 2016 ☐ City Attorney

400140594	Horacio D Vazquez	Center 1/3 of Lot 1, Windolph's Subdivision	\$7,856.48
400140608	Sebastian Alvarez Perez Olivia Margarita Tzun Vicente	E 1/3 of Lot 1, Windolph's Subdivision	\$7,856.48
400140632	James Richard Schleicher	Pt Lot 2, Windolph's Subdivision	\$7,856.48
400104997	Luis A Gonzalez Ana R Ortiz	PT Lot 1, Voss Subdivision	\$7,625.48
400105020	Michael A Kraft	Pt Lot 1, Voss Subdivision	\$7,856.48
400105012	Harold G Zimmerman, Jr. Corina Zimmerman	Pt Lot 1, Voss Subdivision	\$7,856.48
400105004	Kristine L Colclasure	Pt Lot 1, Voss Subdivision	\$7,541.48
400146045	Michelle M Morganflash Donald D Osborn	Misc Tracts 14-11-9, Pt NE ¼, NW ¼ 10.45 Ac	\$7,856.48
400140640	John Robert Schleicher	Pt Lot 2, xc 125.6' x 200', Windolph's Subdivision	\$7,856.48
400104970	Craig L & Karla A Paro	Pt Lot 1, Voss Subdivision	\$7,631.48
400104962	Jack & Joan McKee	Pt Lot 1, xc State, Voss Subdivision	\$7,856.48

TOTAL TAP FEES**\$101,070.57**

SECTION 2. The special tax shall be paid in full prior to connection to the City's sanitary sewer collection system.

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

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Sewer Tap Fee Fund" for Sanitary Sewer District No. 535T.

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

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

Enacted: April 12, 2016.

Jeremy L. Jensen, Mayor

ORDINANCE NO. _____ (Cont.)

DRAFT

Attest:

RaNae Edwards, City Clerk

DRAFT

RESOLUTION 2016

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Sanitary Sewer District No. 535T, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district 535T to be the total sum of \$102,134.30, with existing agreement credits of \$1,063.73 for a credited total of \$101,070.57; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 535T, such benefits are the sums set opposite the several descriptions as follows:

Parcel No.	Owner	Legal Description	Assessment by Frontage
400140624	Jay L & Julie Hehnke	N 211' of W 1/3 of Lot 1 & PT 16.5' Vac Lueth Drive, Windolph's Subdivision	\$7,563.81
400140616	Horacio D Vazquez	S 696.5' of W 1/3 of Lot 1 & Pt W 16.5' Vac Lueth Drive, Windolph's Subdivision	\$7,856.48
400140594	Horacio D Vazquez	Center 1/3 of Lot 1, Windolph's Subdivision	\$7,856.48
400140608	Sebastian Alvarez Perez Olivia Margarita Tzun Vicente	E 1/3 of Lot 1, Windolph's Subdivision	\$7,856.48
400140632	James Richard Schleicher	Pt Lot 2, Windolph's Subdivision	\$7,856.48
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400105020	Michael A Kraft	Pt Lot 1, Voss Subdivision	\$7,856.48
400105012	Harold G Zimmerman, Jr. Corina Zimmerman	Pt Lot 1, Voss Subdivision	\$7,856.48
400105004	Kristine L Colclasure	Pt Lot 1, Voss Subdivision	\$7,541.48
400146045	Michelle M Morganflash Donald D Osborn	Misc Tracts 14-11-9, Pt NE ¼, NW ¼ 10.45 Ac	\$7,856.48
400140640	John Robert Schleicher	Pt Lot 2, xc 125.6' x 200', Windolph's Subdivision	\$7,856.48
400104970	Craig L & Karla A Paro	Pt Lot 1, Voss Subdivision	\$7,631.48
400104962	Jack & Joan McKee	Pt Lot 1, xc State, Voss Subdivision	\$7,856.48
TOTAL TAP FEES			\$101,070.57

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
March 22, 2016 ☐ City Attorney

RESOLUTION 2016-BE-3

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Sanitary Sewer District No. 535T, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district 535T to be the total sum of \$102,134.30, with existing agreement credits of \$1,063.73 for a credited total of \$101,070.57; and

Such benefits are equal and uniform; and

According to the equal division of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 535T, such benefits are the sums set opposite the several descriptions as follows:

Parcel No.	Owner	Legal Description	Tap Fee
400140624	Jay L & Julie Hehnke	N 211' of W 1/3 of Lot 1 & PT 16.5' Vac Lueth Drive, Windolph's Subdivision	\$7,563.81
400140616	Horacio D Vazquez	S 696.5' of W 1/3 of Lot 1 & Pt W 16.5' Vac Lueth Drive, Windolph's Subdivision	\$7,856.48
400140594	Horacio D Vazquez	Center 1/3 of Lot 1, Windolph's Subdivision	\$7,856.48
400140608	Sebastian Alvarez Perez Olivia Margarita Tzun Vicente	E 1/3 of Lot 1, Windolph's Subdivision	\$7,856.48
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400105020	Michael A Kraft	Pt Lot 1, Voss Subdivision	\$7,856.48
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400105004	Kristine L Colclasure	Pt Lot 1, Voss Subdivision	\$7,541.48
400146045	Michelle M Morganflash Donald D Osborn	Misc Tracts 14-11-9, Pt NE ¼, NW ¼ 10.45 Ac	\$7,856.48
400140640	John Robert Schleicher	Pt Lot 2, xc 125.6' x 200', Windolph's Subdivision	\$7,856.48
400104970	Craig L & Karla A Paro	Pt Lot 1, Voss Subdivision	\$7,631.48
400104962	Jack & Joan McKee	Pt Lot 1, xc State, Voss Subdivision	\$7,856.48
TOTAL TAP FEES			\$101,070.57

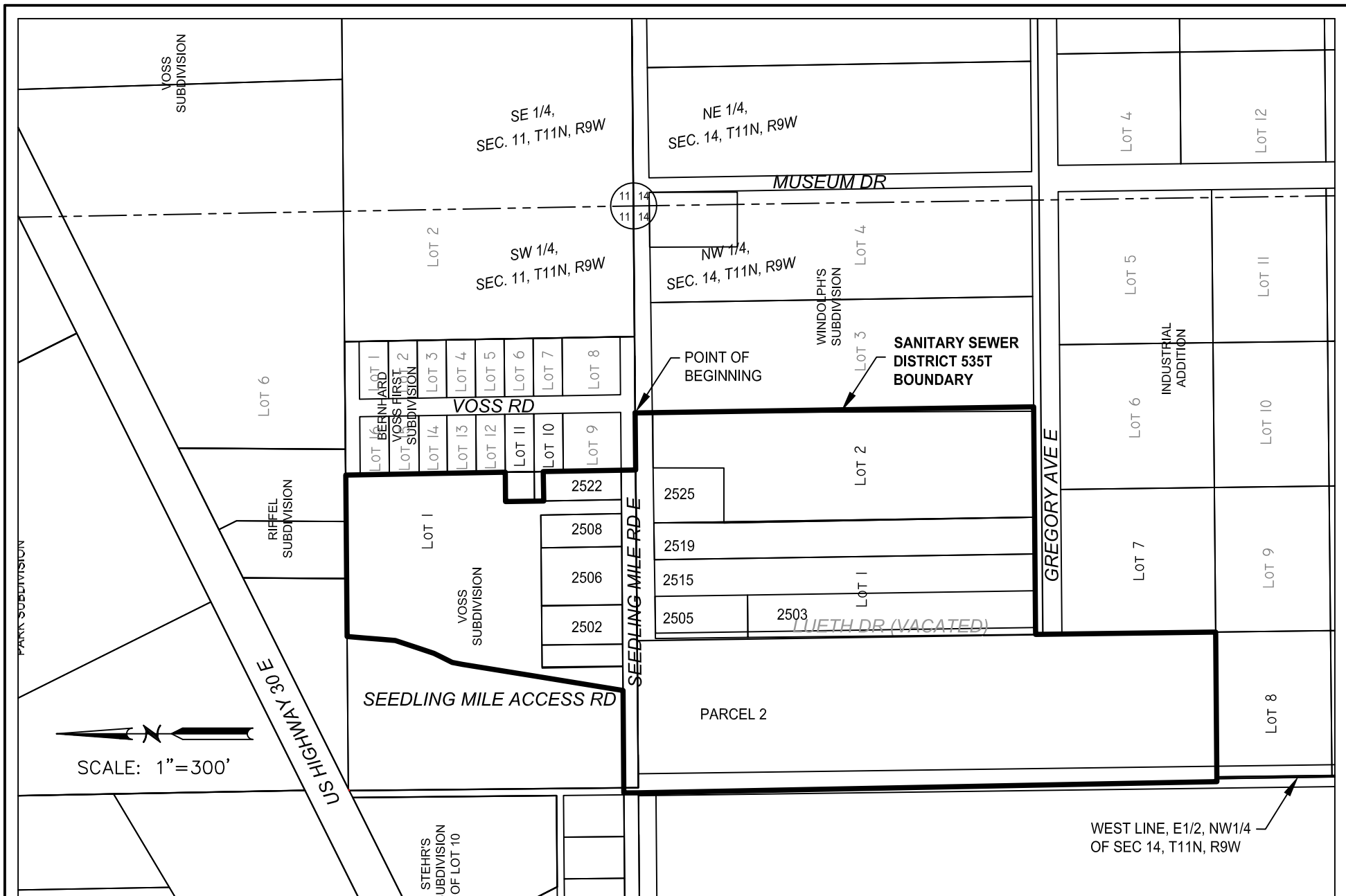
Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
April 8, 2016 ☐ City Attorney



CITY OF
GRAND ISLAND

PUBLIC WORKS DEPARTMENT
Grand Island

SANITARY SEWER DISTRICT 535T

Council Session - 4/12/2016



City of Grand Island

Tuesday, April 12, 2016

Council Session

Item D-2

#2016-BE-4 - Consideration of Determining Benefits for Sanitary Sewer Dist. No. 537T, Extension of Sanitary Sewer to Serve Lots 1 & 2, TLST Spiehs Subdivision & Part of the North Ten (10) Acres of the W Half of the NW Quarter (W1/2NW1/4) all In Section 10-11-9

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

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: April 12, 2016

Subject: Consideration of Determining Benefits for Sanitary Sewer District No. 537T, Extension of Sanitary Sewer to Serve Lot One (1) And Lot Two (2), TLST Spiehs Subdivision And Part Of The North Ten (10) Acres Of The West Half Of The Northwest Quarter (W1/2NW1/4) All In Section Ten (10), Township Eleven (11) North, Range Nine (9) West

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

Background

The Certificate of Final Completion for Sanitary Sewer District No. 537T was approved on March 8, 2016 with April 12, 2016 set as the date for Council to sit as the Board of Equalization. All work has been completed and special fees have been calculated for the tap district.

Discussion

Sanitary Sewer District No. 537T was created by City Council on November 10, 2015, via Ordinance No. 9564. Such sanitary sewer district construction was combined with North Interceptor Phase II work.

Work on the tap district was completed at a total price of \$177,026.57. Costs for the district break down as follows:

	Quantity	Unit	Unit Cost	Total Cost
8" Sanitary Sewer Line	1269.00	LF	\$ 65.80	\$ 83,500.20
4" Sanitary Sewer Service	104.00	LF	\$ 70.00	\$ 7,280.00
Sanitary Sewer Service Connection	13.00	EA	\$ 1,000.00	\$ 13,000.00
48" Diameter Manhole	7.00	EA	\$ 4,550.00	\$ 31,850.00
Tree Removal	1.00	LS	\$ 6,825.00	\$ 6,825.00
Lawn Seed application	1.14	AC	\$ 1,100.00	\$ 1,254.00
Remove and Replace Fence (wire)	794.00	LF	\$ 6.00	\$ 4,764.00
Remove and Replace Fence (wood board)	126.00	LF	\$ 21.53	\$ 2,712.78
Remove and Reset Playground Equipment	1.00	LS	\$ 500.00	\$ 500.00

Miscellaneous Removals	1.00	LS	\$ 500.00	\$ 500.00
Mobilization	1.00	LS	\$ 7,609.30	\$ 7,609.30
<i>SUBTOTAL</i>				<i>\$ 159,795.28</i>
Easements				
Temporary Easements (3)	1.00	LS	\$ 2,500.00	\$ 2,500.00
Permanent Easements (2)	1.00	LS	\$ 1,000.00	\$ 1,000.00
<i>SUBTOTAL</i>				<i>\$ 3,500.00</i>
Engineering Costs	1.00	LS	\$ 13,731.29	\$ 13,731.29
<i>SUBTOTAL</i>				<i>\$ 13,731.29</i>

TOTAL DISTRICT 537T COSTS \$ 177,026.57

That cost is apportioned to each of the properties within the district based upon equal division of lots served to determine the connection fee. Properties that have already made connection to the sanitary sewer main prior to installation of the new main will be given credit towards their tap fee calculation from their pre-existing sanitary sewer agreement. Connection fees will be collected prior to the properties being connected to City sanitary sewer service. Unlike an assessment district which allows for payments to be spread over a 10 year period at 7% simple interest with the first payment of principle only due 10 days after the ordinance is filed, the tap fees are not due until such time the property owner chooses to connect to the City sanitary sewer main and is due in full at that time.

The allocation for District 537T was completed at a construction price of \$177,026.57, with existing agreement credits of \$1,112.76 and a contract credit of \$80,000.03 for a revised tap fee total of \$95,913.78.

Alternatives

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

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

Recommendation

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

Sample Motion

(Sample Motion for the Board of Equalization)

Move to approve the resolution determining benefits for Sanitary Sewer District No. 537T.

(Sample Motion for the Ordinance)

Move to approve the Ordinance levying the tap fees for Sanitary Sewer District No. 537T.

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

AFFIDAVIT OF MAILING

RaNae Edwards, City Clerk, being first duly sworn on oath, deposes and says that she is the duly appointed and acting City Clerk of the City of Grand Island, Nebraska, and that on March 22, 2016, she mailed copies of the "Notice of Board of Equalization Hearing – Sanitary Sewer District 537T", which notice was first published in the Grand Island Independent on March 22, 2016, to the following named parties:

Jose & Martha Haro
224 N Carey Ave
Grand Island, NE 68803

Anna Lee Young
Life Est B Haycock & B Hardenbroc
713 E Capital Ave
Grand Island, NE 68801

Juan Rico
Anna M Villa De Rico
1729 N St Paul Rd
Grand Island, NE 68801

JK Investments, LLC
1722 Holland Dr
Grand Island, NE 68801

Rhonda Coon
Ricky Coon
1725 N St Paul Rd
Grand Island, NE 68803

Sergio Urbina
Idalia Urbina
805 E Capital Ave
Grand Island, NE 68801

Gary Ummel
Estel Ummel
1723 St Paul Rd
Grand Island, NE 68801

Cruz C Ramos Sr
Minerva M Ramos
831 E Capital Ave
Grand Island, NE 68801

*Timothy S Grudzinski
Cassandra L Grudzinski
PO Box 242
Giltner, NE 68841-0242

Ronald Peter Pfenning
839 E Capital Ave
Grand Island, NE 68801

Reinier Fernandez Solorzano
623 E Capital Ave
Grand Island, NE 68801

Timothy S Spiehs
Lisa M Spiehs
909 E Capital Ave
Grand Island, NE 68801

Wesley T Tjaden
701 E Capital Ave
Grand Island, NE 68801

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

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

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

DATED: March 22, 2016

RaNae Edwards
RaNae Edwards, City Clerk

Subscribed and sworn to before me this 22nd date March, 2016.



C. M. DeLoach
Notary Public

NOTICE OF BOARD OF EQUALIZATION HEARING

Sanitary Sewer District No. 537T;
Extension of Sanitary Sewer to Serve Lot One (1) And Lot Two (2), TLST Spiehs
Subdivision And Part Of The North Ten (10) Acres Of The West Half
Of The Northwest Quarter (W1/2NW1/4) All In Section Ten (10),
Township Eleven (11) North, Range Nine (9) West

NOTICE is hereby given to all persons owning real estate in Sanitary Sewer District No. 537T in the City of Grand Island, Hall County, Nebraska, and to all persons interested, that the City Council of said City will sit as a Board of Equalization at the City Council Chambers on April 12, 2016 at 7:00 p.m., to determine benefits accruing to the respective lots, tracts, and parcels of land in said district to pay the cost of the sanitary sewer improvements therein. All owners of real estate within said sanitary sewer district, and all persons interested, will take notice of the time and place of the sitting of the Board of Equalization, at which time any person or persons may appear and show cause, if any there be, why assessments should not be made.

By order of the City Council, Grand Island, Nebraska.

RaNae Edwards, City Clerk

Publication Dates:

March 22, 2016

March 29, 2016

April 5, 2016

CLASSIFIED 7B

Legals

NOTICE OF BOARD OF EQUALIZATION HEARING

Sanitary Sewer
District No. 537T;
Extension of Sanitary Sewer to
Serve Lot One (1) And Lot Two
(2), TLST Spotts Subdivision
And Part Of The North Ten (10)
Acres Of The West Half
Of The Northwest Quarter
(W1/2NW1/4) All In
Section Ten (10),
Township Eleven (11) North,
Range Nine (9) West

NOTICE is hereby given to all persons owning real estate in Sanitary Sewer District No. 537T in the City of Grand Island, Hall County, Nebraska, and to all persons interested, that the City Council of said City will sit as a Board of Equalization at the City Council Chambers on April 12, 2016 at 7:00 p.m., to determine benefits accruing to the respective lots, tracts, and parcels of land in said district to pay the cost of the sanitary sewer improvements therein. All owners of real estate within said sanitary sewer district, and all persons interested, will take notice of the time and place of the sitting of the Board of Equalization, at which time any person or persons may appear and show cause, if any there be, why assessments should not be made.

By order of the City Council,
Grand Island, Nebraska.

RaNae Edwards, City Clerk
22-29-5

DRAFT.

This Space Reserved for Register of Deeds

ORDINANCE NO. _____

An ordinance assessing and levying a special tax to pay the cost of construction of Sanitary Sewer District No. 537T of the City of Grand Island, Nebraska; providing for the collection of such special tax; repealing any provisions of the Grand Island City Code, ordinances, and parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts and parcels of land specially benefited, for the purpose of paying the cost of construction of said sanitary sewer improvements in said Sanitary Sewer District No. 537T, as adjudged by the Mayor and Council of the City, to the extent of benefits thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and land as follows:

Parcel No.	Owner	Legal Description	Assessment by Frontage
400205955	Jose Haro Martha Haro	Misc Tracts 10-11-9 PT W ½ NW ¼ .41 Ac	\$7,463.58
400205963	Juan Rico Anna M Villa De Rico	Misc Tracts 10-11-9 PT W ½ NW ¼ .15 Ac	\$7,463.58

Approved as to Form ☐ _____
March 22, 2016 ☐ City Attorney

DRAFT

400206080	Rhonda Coon Ricky Coon	Misc Tracts 10-11-9 PT W ½ NW ¼ .46 Ac	\$7,463.58
400214059	Gary Ummel Estel Ummel	Lot 2, TLST Spiehs Subdivision	\$7,463.58
400205939	Timothy S Grudzinski Cassandra L Grudzinski	Misc Tracts 10-11-9 W ½ of PT N 10 A of PT W ½ NW ¼ .50 Ac	\$7,463.58
400205920	Reinier Fernandez Solorzano	Misc Tracts 10-11-9 E ½ of PT N 10 A of PT W ½ NW ¼ .50 Ac	\$7,463.58
400206056	Wesley T Tjaden	Misc Tracts 10-11-9 PT W ½ NW ¼ 1 Ac	\$7,463.58
400205947	Anna Lee Young Life Est B Haycock & B Hardenbroc	Misc Tracts 10-11-9 PT W ½ NW ¼ 1 Ac	\$7,463.58
400206013	JK Investments, LLC	Misc Tracts 10-11-9 PT W ½ NW ¼ 1 Ac	\$7,463.58
400206005	Sergio Urbina Idalia Urbina	Misc Tracts 10-11-9 PT W ½ NW ¼ 1 Ac	\$6,350.82
400205912	Cruz C Ramos, Sr. Minerva M Ramos	Misc Tracts 10-11-9 PT W ½ NW ¼ 1 Ac	\$7,463.58
400205904	Ronald Peter Pfenning	Misc Tracts 10-11-9 PT W ¼ NW ½ 1 Ac	\$7,463.58
400206048	Timothy S Spiehs Lisa M Spiehs	Lot 1, TLST Spiehs Subdivision	\$7,463.58

TOTAL TAP FEES**\$95,913.78**

SECTION 2. The special tax shall be paid in full prior to connection to the City's sanitary sewer collection system.

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

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Sewer Tap Fee Fund" for Sanitary Sewer District No. 537T.

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

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

Enacted: April 12, 2016.

Jeremy L. Jensen, Mayor

ORDINANCE NO. _____ (Cont.)

DRAFT

Attest:

RaNae Edwards, City Clerk

RESOLUTION 2016

DRAFT

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Sanitary Sewer District No. 537T, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district 537T to be the total sum of \$177,026.57, with existing agreement credits of \$1,112.76 and a contract credit of \$80,000.03 for a credited total of \$95,913.78; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 537T, such benefits are the sums set opposite the several descriptions as follows:

Parcel No.	Owner	Legal Description	Assessment by Frontage
400205955	Jose Haro Martha Haro	Misc Tracts 10-11-9 PT W ½ NW ¼ .41 Ac	\$7,463.58
400205963	Juan Rico Anna M Villa De Rico	Misc Tracts 10-11-9 PT W ½ NW ¼ .15 Ac	\$7,463.58
400206080	Rhonda Coon Ricky Coon	Misc Tracts 10-11-9 PT W ½ NW ¼ .46 Ac	\$7,463.58
400214059	Gary Ummel Estel Ummel	Lot 2, TLST Spiehs Subdivision	\$7,463.58
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400206005	Sergio Urbina Idalia Urbina	Misc Tracts 10-11-9 PT W ½ NW ¼ 1 Ac	\$6,350.82
400205912	Cruz C Ramos, Sr. Minerva M Ramos	Misc Tracts 10-11-9 PT W ½ NW ¼ 1 Ac	\$7,463.58
400205904	Ronald Peter Pfenning	Misc Tracts 10-11-9 PT W ¼ NW ½ 1 Ac	\$7,463.58
400206048	Timothy S Spiehs Lisa M Spiehs	Lot 1, TLST Spiehs Subdivision	\$7,463.58
TOTAL TAP FEES			\$95,913.78

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
March 22, 2016 ☐ City Attorney

RESOLUTION 2016-BE-4

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Sanitary Sewer District No. 537T, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district 537T to be the total sum of \$177,026.57, with existing agreement credits of \$1,112.76 and a contract credit of \$80,000.03 for a revised tap fee total of \$95,913.78; and

Such benefits are equal and uniform; and

According to the equal division of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 537T, such benefits are the sums set opposite the several descriptions as follows:

Parcel No.	Owner	Legal Description	Tap Fee
400205955	Jose Haro Martha Haro	Misc Tracts 10-11-9 PT W ½ NW ¼ .41 Ac	\$7,463.58
400205963	Juan Rico Anna M Villa De Rico	Misc Tracts 10-11-9 PT W ½ NW ¼ .15 Ac	\$7,463.58
400206080	Rhonda Coon Ricky Coon	Misc Tracts 10-11-9 PT W ½ NW ¼ .46 Ac	\$7,463.58
400214059	Gary Ummel Estel Ummel	Lot 2, TLST Spiehs Subdivision	\$7,463.58
400205939	Timothy S Grudzinski Cassandra L Grudzinski	Misc Tracts 10-11-9 W ½ of PT N 10 A of PT W ½ NW ¼ .50 Ac	\$7,463.58
400205920	Reinier Fernandez Solorzano	Misc Tracts 10-11-9 E ½ of PT N 10 A of PT W ½ NW ¼ .50 Ac	\$7,463.58
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400206005	Sergio Urbina Idalia Urbina	Misc Tracts 10-11-9 PT W ½ NW ¼ 1 Ac	\$6,350.82
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400205904	Ronald Peter Pfenning	Misc Tracts 10-11-9 PT W ¼ NW ½ 1 Ac	\$7,463.58
400206048	Timothy S Spiehs Lisa M Spiehs	Lot 1, TLST Spiehs Subdivision	\$7,463.58
TOTAL TAP FEES			\$95,913.78

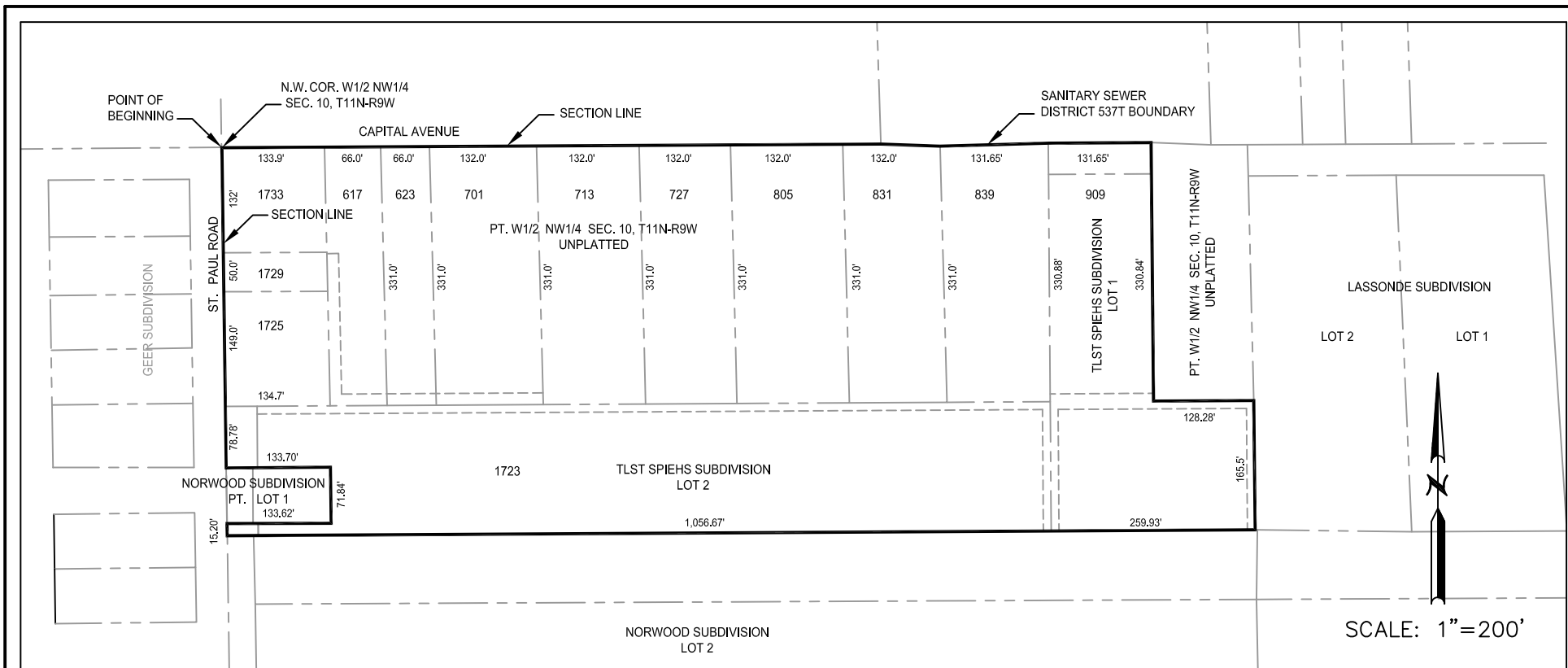
Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
April 8, 2016 ☐ City Attorney



A Sanitary Sewer Tap District comprising of Lot One (1) and Lot Two (2), TLST Spiehs Subdivision and part of the North Ten (10) Acres of the West Half of the Northwest Quarter (W1/2NW1/4) all in Section Ten (10), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

Beginning at the Northwest corner of said West Half of the Northwest Quarter (W1/2NW1/4), being the ACTUAL Point of Beginning, running thence East parallel to the South line of the North Ten (10) Acres of the Northwest Quarter (W1/2NW1/4) of said Section Ten (10), One Thousand One Hundred Eighty Nine Feet and Fifty Five Hundredths (1,189.55); running thence South parallel to the West line of the North Ten (10) Acres of the Northwest Quarter (W1/2NW1/4) of said Section Ten (10), Three Hundred Thirty Feet and Eighty Four Hundredths (330.84); running thence East parallel to the North line of the North Ten (10) Acres of the Northwest Quarter (W1/2NW1/4) of said Section Ten (10), One Hundred Twenty Eight Feet and Twenty Eight Hundredths (128.28); running thence South parallel to the West line of the Northwest Quarter (W1/2NW1/4) of said Section Ten (10), One Hundred Sixty Five Feet and Fifty Five Hundredths (165.50), said point being the Southeast (SE) Corner of Lot One (1) TLST Spiehs Subdivision; running thence West parallel to the South line of the North Ten (10) Acres of the Northwest Quarter (W1/2NW1/4) of said Section Ten (10), One Thousand Three Hundred Sixteen Feet and Sixty Hundredths (1,316.60); running thence North parallel to the East line of the Lot One (1) TLST Spiehs Subdivision Fifteen Feet and Twenty Hundredths (15.20); running thence East parallel to the South line of the North Ten (10) Acres of the Northwest Quarter (W1/2NW1/4) of said Section Ten (10), One Hundred Thirty Three Feet and Sixty Two Hundredths (133.62), said point being the Southeast (SE) Corner of Part Lot One (1) Norwood Subdivision; running thence North parallel to the East line of the Lot One (1) TLST Spiehs Subdivision Seventy One Feet and Eighty Four Hundredths (71.84); running thence West parallel to the South line of the North Ten (10) Acres of the Northwest Quarter (W1/2NW1/4) of said Section Ten (10), One Hundred Thirty Three Feet and Seventy Hundredths (133.70); running thence North parallel to the East line of the North Ten (10) Acres of the Northwest Quarter (W1/2NW1/4) of said Section Ten (10), Four Hundred Nine Feet and Seventy Eight Hundredths (409.78); to ACTUAL Point of Beginning.



City of Grand Island

Tuesday, April 12, 2016

Council Session

Item E-1

Public Hearing on Request from Burtibang, LLC dba Royal Indian Cuisine, 3337 West State Street for a Class “C” Liquor License

Council action will take place under Consent Agenda item G-2.

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: April 12, 2016

Subject: Public Hearing on Request from Burtibang, LLC dba Royal Indian Cuisine, 3337 West State Street for a Class “C” Liquor License

Presenter(s): RaNae Edwards, City Clerk

Background

Section 4-2 of the Grand Island City Code declares the intent of the City Council regarding liquor licenses and the sale of alcohol.

Declared Legislative Intent

- It is hereby declared to be the intent and purpose of the city council in adopting and administering the provisions of this chapter:
- (A) To express the community sentiment that the control of availability of alcoholic liquor to the public in general and to minors in particular promotes the public health, safety, and welfare;
 - (B) To encourage temperance in the consumption of alcoholic liquor by sound and careful control and regulation of the sale and distribution thereof; and
 - (C) To ensure that the number of retail outlets and the manner in which they are operated is such that they can be adequately policed by local law enforcement agencies so that the abuse of alcohol and the occurrence of alcohol-related crimes and offenses is kept to a minimum.

Discussion

Burtibang, LLC dba Royal Indian Cuisine, 3337 West State Street has submitted an application for a Class “C” Liquor License. A Class “C” Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

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

Also submitted with the application was a request from Lok Chhantyal, 1113 College Street for a Liquor Manager Designation.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application for Burtibang, LLC dba Royal Indian Cuisine, 3337 West State Street for a Class "C" Liquor License contingent upon final inspections and Liquor Manager Designation for Lok Chhantyal, 1113 College Street contingent upon completion of a state approved alcohol server/seller training program.

03/16/16
11:18

Grand Island Police Department
LAW INCIDENT TABLE

Page: 450
1

City : Grand Island
Occurred after : 08:00:00 03/08/2016
Occurred before : 08:00:00 03/08/2016
When reported : 08:00:00 03/08/2016
Date disposition declared : 03/11/2016
Incident number : L16030919
Primary incident number :
Incident nature : Liquor Lic Inv Liquor Lic Inv
Incident address : 3337 State St W
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 : ACT Active
Misc. number : RaNae
Geobase address ID : 4944
Long-term call ID :
Clearance Code : CL CL Case Closed
Judicial Status :
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	196698	03/11/16	Birathi, Pravardhan R	Owner
NM	202775	03/11/16	Gauchan, Dron	Owner
NM	208166	03/11/16	Royal Indian Cuisine,	Restaurant
NM	208168	03/11/16	Chhantyal, Lok P	Owner/Manager
NM	208172	03/11/16	Bhattachan, Anima	Owner
NM	208173	03/11/16	Katyal, Vandana	Owner

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT21	LT21 Restaurant	

IMAGE CODES FOR INCIDENT:

Seq	Imag	Image code for a users description field
1	DOC	DOCUMENT mobile report

LAW INCIDENT NARRATIVE:

Liquor License Investigation
Grand Island Police Department

Royal Indian Cuisine is applying for a Class C LLC Retail Liquor License,
and
Lok Chhantyal is applying to be the liquor manager.

~~----- (lwmain15001903092016)~~

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	13:58:00 03/10/2016

Grand Island Police Department
Supplemental Report

Date, Time: Thu Mar 10 14:07:29 CST 2016
Reporting Officer: Vitera
Unit- CID

Royal Indian Cuisine is applying for a Class C (beer, wine, distilled spirits on and off sale) LLC Retail Liquor license. Lok Chhantyal is applying to be the liquor manager. The restaurant is located at 3337 W. State Street. While researching and coordinating the investigation into this application, I was told by NSP Investigator Joe Hansen that a Royal Indian Cuisine is open in Kearney as well.

Under the LLC information of the application, it lists Lok Chhantyal as the "managing/contact member." He owns 40% of the company. Man Chhantyal is Lok's spouse (Spousal Affidavit of Non-Participation form). Anima Bhattachan and her spouse (Dron Gauchan) are listed as 40% owners. Pravardhan Birthi and his spouse (Vandana Katyal) are listed as 20% owners. Vandana does not have a Social Security number listed.

According to the application, Lok moved to Grand Island in 2015. It appears that his wife still lives in Harrisburg, PA. Anima and her husband Dron moved to Grand Island from New Jersey in 2014. No prior or current addresses are listed for Pravardhan and Vandana.

I checked Spillman and NCJIS for all of the applicants. Lok was not in Spillman, but he has a Nebraska driver's license which shows up in NCJIS. Man is not listed in Spillman or NCJIS. Anima was not listed in Spillman, but she has a driver's license entry in NCJIS. Dron is listed in Spillman with no violations. He is listed in NCJIS with a Nebraska driver's license and a speeding conviction. Pravardhan is listed in Spillman with no violations and has an NCJIS entry for a Nebraska driver's license. Vandana was not listed in Spillman. She has a driver's license entry in NCJIS along with two convictions for speeding.

I ran all of the applicants through NCIC checking for outstanding arrest warrants and didn't find any for any of the applicants. I checked all of the applicants through a paid, law enforcement-only database. Other than an apparent bankruptcy for Lok in 2003, none of the other applicants had any bankruptcies, liens, or judgments against them. I found very little information on Vandana. She is not listed in the database using the date of birth provided, however, she is listed in the database with a matching month and day of her date of birth. The database couldn't verify the year of her birth, and like the application, there is no Social Security number listed.

I did a general Internet search starting with Lok. I found a Facebook page for him. Under Professional Skills, Lok listed "cooking, poker player, pool billiards." One of his cover photographs was of him sitting at a poker table with a lot of chips in front of him while holding up a small sign that reads "Borgata 1." I also found information about Lok on a site called "Card Player." Card Player says that Lok won a tournament at Borgata in 2011 and was paid \$53,472. A quick Internet search lists Borgata as a hotel and casino in Atlantic City, NJ.

I also forwarded the applicants' information to ICE. I was told that Lok is a United States Citizen which is a requirement for the manager position. Man is a Lawful Permanent Resident. Dron has recently been approved to be a Lawful Permanent Resident. Anima has Temporary Protected Status (TPS) from Nepal. Pravardhan and Vandana have "J1 Visa's" which is a visitor exchange program. Vandana has applied for an extension of her J1 Visa while Pravardhan has applied for a waiver. The ICE agent I communicated with isn't sure if the extension and waiver have been approved yet, or if Pravardhan and Vandana are out of status (technically in the country illegally).

On 3/14/16, NSP Investigator Joe Hansen and I met with Dron (Dr. Gauchan) and Anima at their restaurant. First of all, I tried to figure out how the applicants know each other. Dron said that he and Lok have known each other since they were children. They grew up in the same town in Nepal. Dron stayed with Lok when Dron first came to the United States. Pravardhan is a "doctor friend" of Dron's. When Dron moved to Grand Island, he noticed that there were no Indian restaurants in town. Since Dron is such good friends with Lok and knows Lok owns restaurants, Dron asked Lok if he would be interested in opening an Indian restaurant in Grand Island. Lok visited Grand Island and thought it would be a good fit.

After figuring out some of the relationships, I went over some minor discrepancies in the application. I pointed out to Dron that Lok's address on his Nebraska Driver's license is listed as 3337 W. State Suite 4 which is the address of their restaurant. I also showed him where Lok's address on the application is listed as 1113 College Street which I know is not a valid address. Dron didn't explain why the business address is on Lok's driver's license. He said that Lok's address is 3111 W. College #56. Dron thought the attorneys must have just made a mistake.

While speaking with Dron further, I confirmed that Lok's wife (Man) is still living in Pennsylvania. Dron said that Lok "hasn't decided to permanently live" in Nebraska. According to Dron, Lok has opened up a new restaurant in Hershey, Pennsylvania called Khana Bistro. Lok does not have a liquor license for that restaurant. Dron said that liquor licenses are very expensive in Pennsylvania, and customers are allowed to "BYOB" to restaurants there. When asked how Lok has been splitting his time between Nebraska and Pennsylvania, Dron said that Lok spent two weeks out of the last four months in Pennsylvania. Otherwise, he has been in Nebraska. Dron added that Lok has business partners at Khana Bistro, and Lok isn't needed there full time.

I also asked Dron about financing the Royal Indian Cuisine restaurant and why they applied for a Class C liquor license. Dron said that the ownership breakdown of 40% for Lok, 40% for Dron and Anima, and 20% for Pravardhan and Vandana is also the breakdown of the percentage of money each person/couple contributed to the start-up and operation of the business. They did not borrow any money. He also said that they want the Class C license because they may have some beer from India and Nepal. If their customers find that they like that beer, Dron wants to be able to have the customers buy a six pack of it and take it home since it may be hard to find anywhere else in town.

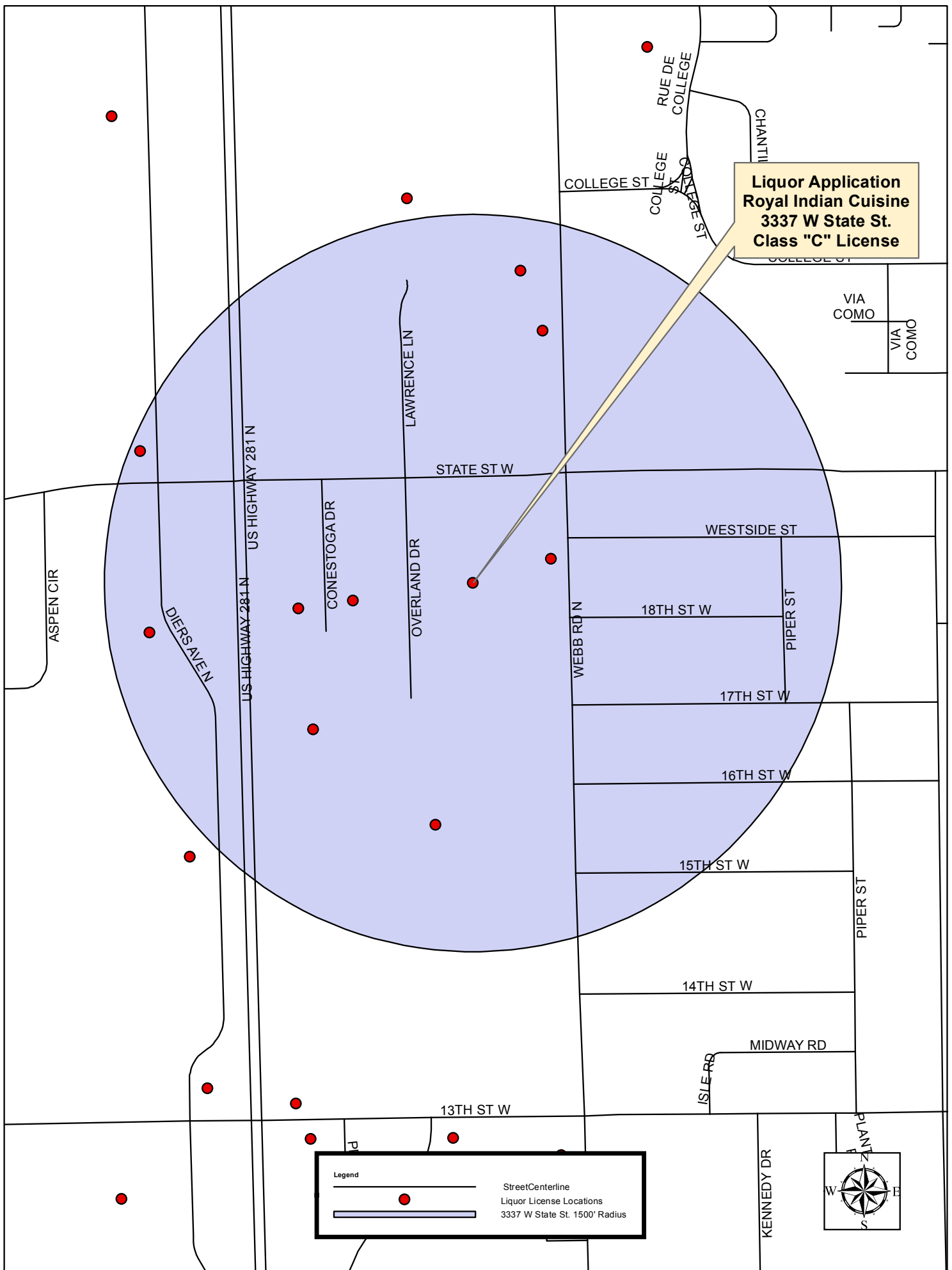
I shared a Facebook photo with Dron of Lok with a bunch of poker chips in front of him. Dron acknowledged that Lok is a very good poker player. I asked Lok if they planned on playing poker at the restaurant after hours. Dron said that he also likes to play poker and was wondering if it would be okay for he and some of his friends to do just that. I told him that he could not do that.

I told Dron that the only issue I see with this application is the residency requirement for the liquor manager. Lok (proposed liquor manager) has a residence in Pennsylvania with his wife, a new restaurant in Pennsylvania and an apartment in Grand Island along with this new restaurant. Even though Dron said that Lok is spending more time in Grand Island than Pennsylvania, it appears that Lok has a stronger tie to Pennsylvania and may be more of a resident there than here. Investigator Hansen and I told Dron that we would like to speak to Lok the next time he is in town.

We suggested to Dron that the restaurant could have a different liquor manager who isn't someone involved with this application. That person could fill the position if he or she is a citizen of the U.S. and a resident of Nebraska. He or she doesn't have to have any ownership in the restaurant. Dron thought that having a different liquor manager is a

possibility but could also foresee having to change liquor managers frequently and was initially a little apprehensive due to not knowing much about the process. Dron said he would let Investigator Hansen and me know when Lok is back in town.

All in all, on paper, Lok is qualified to be the liquor manager. He is a citizen of the United States, has a residence in Nebraska, and is registered to vote in Hall County. In the future if Lok decides to not be a resident of Nebraska, the Royal Indian Cuisine restaurant can find a new liquor manager. As far as the questionable immigration status of Anima, Pravardhan, and Vandana, it doesn't automatically disqualify the applicants from receiving a license. Therefore, the Grand Island Police Department has no objection to the Royal Indian Cuisine restaurant receiving a liquor license or to Lok Chhantyal becoming the liquor manager.





City of Grand Island

Tuesday, April 12, 2016

Council Session

Item E-2

Public Hearing on Request from La Mexicana, Inc. dba La Mexicana Market, 385 North Pine Street for a Class “D” Liquor License

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

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: April 12, 2016

Subject: Public Hearing on Request from La Mexicana, Inc. dba La Mexicana Market, 385 North Pine Street for a Class “D” Liquor License

Presenter(s): RaNae Edwards, City Clerk

Background

Section 4-2 of the Grand Island City Code declares the intent of the City Council regarding liquor licenses and the sale of alcohol.

Declared Legislative Intent

- It is hereby declared to be the intent and purpose of the city council in adopting and administering the provisions of this chapter:
- (A) To express the community sentiment that the control of availability of alcoholic liquor to the public in general and to minors in particular promotes the public health, safety, and welfare;
 - (B) To encourage temperance in the consumption of alcoholic liquor by sound and careful control and regulation of the sale and distribution thereof; and
 - (C) To ensure that the number of retail outlets and the manner in which they are operated is such that they can be adequately policed by local law enforcement agencies so that the abuse of alcohol and the occurrence of alcohol-related crimes and offenses is kept to a minimum.

Discussion

La Mexican, Inc. dba La Mexicana Market, 385 North Pine Street has submitted an application for a Class “D” Liquor License. A Class “D” Liquor License allows for the sale of beer off sale only inside the corporate limits of the city.

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

Also submitted with the application was a request from Veronica Alvarez, 609 S. Stuhr Road for a Liquor Manager Designation.

After reviewing the Police Department report and attached information regarding the previous application for Rafa's Tacos, it is recommended that the Council deny this request based upon: 010.01 – Falsification of Application, 53-132 (2 a, b, & c) – Retail, craft brewery, or microdistillery license, contents; criminal history record check, verification, false statement; penalty.

Alternatives

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

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

Recommendation

Based on the Nebraska Liquor Control Commission's criteria for the approval of Liquor Licenses, City Administration recommends that the Council **deny** this application.

Sample Motion

Move to **deny** the application for La Mexicana, Inc. dba La Mexicana Market, 385 North Pine Street for a Class "D" Liquor License due to the Police Departments report based upon: 010.01 – Falsification of Application, 53-132 (2 a, b, & c) – Retail, craft brewery, or microdistillery license, contents; criminal history record check, verification, false statement; penalty.

04/07/16
14:50

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 1

City : Grand Island
Occurred after : 08:24:00 03/16/2016
Occurred before : 08:24:00 03/16/2016
When reported : 08:24:00 03/16/2016
Date disposition declared : 03/23/2016
Incident number : L16031851
Primary incident number :
Incident nature : Liquor Lic Inv Liquor Lic Inv
Incident address : 385 Pine St N
State abbreviation : NE
ZIP Code : 68801
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 : ACT Active
Misc. number : RaNae
Geobase address ID : 11245
Long-term call ID :
Clearance Code : CL CL Case Closed
Judicial Status :
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
LW	L11053069	03/21/16	Liquor Lic Inv	Related
NM	166733	03/29/16	Ocegueda, Maria	Alias for
Veronica				
NM	61104	03/18/16	La Mexicana Market,	Business
Involved				
NM	62723	03/18/16	Flores, Adolfo	
Applicant/Owner				
NM	181116	03/18/16	Alvarez, Veronica A	Manager

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT12	LT12 Grocery/Supermarket	

IMAGE CODES FOR INCIDENT:

Seq	Imag	Image code for a users description field
1	DOC	DOCUMENT mobile report

LAW INCIDENT NARRATIVE:

La Mexicana Market is applying for a Class D (beer,wine, distilled spirits, off sale only) Corporate Retail Liquor License. Veronica Alvarez is applying to be the liquor manager.

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	12:48:24 03/21/2016

Grand Island Police Department
Supplemental Report

Date, Time: Mon Mar 21 12:48:37 CDT 2016
Reporting Officer: Vitera
Unit- CID

La Mexicana Market is applying for a Class D (beer, wine, distilled spirits, off sale only) Corporate Retail Liquor license. Adolfo Flores is the sole owner of the corporation. Veronica Alvarez is applying to be the liquor manager. While perusing the application, I noticed that Adolfo and Veronica did not disclose any criminal convictions, Monica Flores is listed as someone who can write checks and make withdrawals on the business account, and Adolfo has had a liquor license in the past at Rafa's Tacos, and La Mexicana. The application also states that Adolfo has lived in Grand Island since at least 2005. Veronica has lived in Grand Island since 2010. No information is listed under spousal information for either applicant. Veronica stated that she worked for Adolfo at Rafa's Tacos from 2011 through 2013. Since 2013, she has worked for Adolfo at La Mexicana.

One of the first things I discovered while creating a report to document this investigation, is that Veronica Alvarez has an alias listed in Spillman as Maria Ocegueda. When I looked at Maria Ocegueda's Involvements in Spillman, I found that she is listed as the liquor manager for Rafa's Taco's in an investigation I had done in 2011. I compared the identifying information for Maria Ocegueda and Veronica

Alvarez and found that they each have the same date of birth, Social Security number, and driver's license number. I did some more digging and found some documents in NCJIS showing that Maria Ocegueda was granted a name change to Veronica Alvarez by a Hall County District Court judge in September 2012.

I recall that during the Rafa's investigation, Adolfo told me that he was engaged to be married to "Maria." At the time of the Rafa's investigation, I would imagine that Adolfo knew that "Maria" was really Veronica. If for some reason he didn't know in 2011, he had to have known in 2012 when the name change occurred; and she was still working for him at Rafa's Tacos. I didn't find that there was any effort on Adolfo's part to rectify the situation by explaining it to the NLCC and filling out paperwork for a new liquor manager. Adolfo never contacted me either. The Nebraska Liquor Control Commission's Rules and Regulations under 009.01 says that a corporation has sixty days to notify the NLCC of a manager change.

Before doing a lot of checks on Adolfo and Veronica, I read my investigation into Rafa's Tacos from 2011. I noted in that report that Adolfo didn't disclose any convictions, and I found twelve traffic convictions and a conviction for selling alcohol to a minor. I told Adolfo at the time that he needed to include everything including his traffic convictions. I also found where Adolfo didn't disclose on the 2011 application that he had past liquor licenses at La Mexicana Market in Grand Island and La Mexicana restaurants in Gibbon and Lexington. Adolfo said he had problems with selling to minors at the market, that's why he didn't renew the license or seek anymore until Rafa's. My 2011 Rafa's investigation also said that I called ICE and was told that Adolfo and "Maria" were each Naturalized U.S. Citizens.

I called the NLCC on 3/22/16 and left a message for Randy Seybert in Licensing. I asked Randy to call me back, so I can ask him to find information on Adolfo Flores' past liquor licenses. Later that afternoon, I received an e-mail from Randy saying that their deleted history files only go back ten years, and he was unable to find anything. I also asked Randy if they would have hard copies of the records. He advised that they used to keep those records on microfilm, but they don't have that anymore either.

I contacted the Buffalo County Sheriff's Office and the Lexington Police Department to see if either agency had any record of the La Mexicana restaurant or any of the applicants. Lexington has a new computer system, and I was told that their records probably wouldn't go back the fifteen plus years I wanted them to search. They went ahead and searched all the names and didn't come up with anything. Buffalo County later faxed me a report which included Adolfo being warned by a deputy twice in the same day in 1995 for selling food out of his vehicle. They also sent a report from 2012 where Adolfo was cited for allowing an unlicensed driver to drive.

For the current investigation into La Mexicana market, I checked Adolfo and Veronica through Spillman and NCJIS. I just looked at potential violations/convictions since May of 2011 which is when I did the last

investigation (Rafa's Tacos) with them. The Rafa's investigation should be attached. Spillman shows that Adolfo was issued a citation for careless driving as a result of a motor vehicle accident in 2012, had a protection order served against a female in 2013, and had code enforcement issues in 2014 and 2015 for high weeds and trash. He mowed the weeds and cleaned up the trash.

After May of 2011, NCJIS shows that Adolfo was convicted of the careless driving that was listed in Spillman from 2012, convicted of the charge in the citation issued by the Buffalo County Sheriff's Office for allowing an unlicensed driver to drive in 2012, and Adolfo was convicted of unlawful acts license/drive in Merrick County in 2014. I'll ask Adolfo about that one. Maria/Veronica doesn't show any potential violations in Spillman. NCJIS just shows an entry for her driver's license and the name change.

I checked Adolfo and Veronica for outstanding arrest warrants and the status of their driver's license. Neither one of them have any outstanding arrest warrants, and they each have a valid Nebraska driver's license. I also checked them through a paid law enforcement-only database which tends to provide more civil information and personal identifying information. Adolfo didn't have anything out of the ordinary listed. I found an entry for Maria Ocegueda. Veronica Alvarez was also listed with an alias of Maria Ocegueda. Nothing out of the ordinary was associated with either name.

I set up a meeting with Adolfo and Veronica for 1300 hours on 3/31/16. Nebraska State Patrol Investigator Joe Hansen also attended the meeting. I went over the application with Adolfo and Veronica. I asked Adolfo if his attorney filled out the application. Adolfo said his attorney did fill out the application, and Adolfo and Veronica were present. I reminded Adolfo that I spoke to him in 2011 when he applied for a liquor license for Rafa's Tacos. At that time, Adolfo didn't disclose any convictions on his application. I told him back then that he needed to disclose even the most insignificant traffic conviction all the way up to the most serious crime he has been convicted of.

Adolfo said he didn't remember talking to me in 2011, and he didn't have an explanation for failing to disclose his convictions on this application. He added that he wasn't trying to hide anything because he knew we would find it anyway. Adolfo said he couldn't remember a lot of things. He couldn't remember how many times he was held responsible for selling to minors on his prior La Mexicana Market license, but he guessed it was just one time. He also claimed not to remember if he even had a liquor license at his Lexington and Gibbon restaurants. Adolfo did acknowledge being cited for allowing unlicensed drivers to drive on two separate occasions, once in Buffalo county and once in Merrick County. Each time he said that he let a friend borrow his pickup.

I asked Adolfo who Monica Flores is since she is listed as someone who has access to the business bank account. Adolfo said that Monica is his daughter. She has access to the business account, so she can pay bills while Adolfo and Veronica are out of town on vacation.

According to Adolfo's application, he let the Rafa's Tacos liquor license lapse because he didn't wish to risk further violation. An NLCC attachment to the application shows that Rafa's liquor license was issued on 8/18/2011. On 9/28/2012, they were in trouble with the NLCC for selling to a minor and having a minor dispensing/serving alcohol. They plead guilty and had their license suspended. On 2/1/2013, there is another charge of selling to a minor with an eventual guilty plea. The attachment also acknowledges that the La Mexicana Market had a liquor license before, but it was also allowed to lapse over ten years ago.

I asked Adolfo about his relationship with Veronica. In 2011, he told me that they were engaged. He said they are still currently engaged to be married. Veronica said they sold the house they used to live in on WN Front Street and now live together at 609 S. Stuhr Road.

I asked Veronica about her name change. Veronica thought she was about two years old when her parents illegally brought her to the United States. Veronica said her birth name was Veronica Ocegueda. When she was applying for amnesty, her mother sent for her Mexican birth certificate. When they received it, it showed her birth name as Maria Ocegueda. Veronica's mother tried to get it corrected but was unsuccessful. Therefore, Veronica received her amnesty and eventually her Naturalized U.S. Citizenship under the name of Maria Ocegueda.

Veronica said that her father's last name was Ocegueda. Veronica said she can't remember meeting her father. When she legally changed her name, she wanted to go back to her birth name of Veronica and also go by her mother's last name of Alvarez. After speaking with Adolfo and Veronica, Investigator Hansen and I toured the market before the meeting was over.

In summary, Adolfo Flores applied for a liquor license in Grand Island at Rafa's Tacos in 2011. He was granted a license which he had for less than two years. During that time, the NLCC's records show that the business had two separate incidents where the business plead guilty to selling to minors. One of the incidents also had a minor selling/dispensing alcohol. Adolfo's current application has those records attached to it.

During my investigation into the Rafa's application, Adolfo failed to disclose any of his twelve traffic convictions or his conviction for selling to a minor. He also failed to list on his application that he had held prior liquor licenses at the La Mexicana market in Grand Island or the La Mexicana restaurants he owned in Gibbon and Lexington. When Adolfo was applying for the liquor license for Rafa's, I asked him why he didn't already have one for his La Mexicana restaurant in Grand Island. He said that he had problems in the past with selling alcohol to minors at the La Mexicana Market.

Fast forward to Adolfo's current application for La Mexicana market, Adolfo still didn't disclose any of his criminal convictions, and he still didn't list his prior liquor licenses at the La Mexicana restaurants in Gibbon and Lexington. In fact, when I asked him about the history of the restaurant licenses, Adolfo said he couldn't remember if he even had a liquor license at the restaurants. During the 2011 Rafa's investigation, Adolfo acknowledged that he had prior liquor licenses at

the Gibbon and Lexington restaurant and failed to list that on the application. As far as I can tell, Adolfo also failed to notify the NLCC in 2012 when the name of his liquor manager at Rafa's Tacos changed from Maria Ocegueda to Veronica Alvarez.

With Adolfo's admission of having prior issues with selling alcohol to minors (which are partially documented), his inability or refusal to fully disclose his criminal convictions (including a sale to a minor which I believe automatically precludes him from receiving a license based upon 53-131.01) and past liquor licenses on the Rafa's application and this application, and his lack of adhering to the Rules and Regulations of the Nebraska Liquor Control Act as evidenced by the examples above, the Grand Island Police Department does not believe that Adolfo Flores should have a liquor license and recommends that the Council not give local approval.

The denial is based upon: 010.01- Falsification of Application, 53-132 (2 a, b,& c)- Retail, craft brewery, or microdistillery license; commission; duties, and 53-131.01 (1 d)- License; application; form; contents; criminal history record check; verification; false statement; penalty.

Full copies of 010.01, 53-132, and 53-131.01 are attached to this report along with Adolfo's past application for Rafa's Tacos, the police report for Rafa's Tacos, and the NLCC's records for Rafa's Tacos.

FALSIFICATION OF APPLICATION

010.01 No applicant for a liquor license, or partner, principal, agent or employee of any applicant for a liquor license shall provide false or misleading information to the Nebraska Liquor Control Commission, its executive director, or employees. Any violation of this provision may result in denial of application for a liquor license or, in the event that a license has already been issued, suspension, cancellation or revocation of such license.

Nebraska Revised Statute 53-132

Revised Statutes » Chapter 53 » 53-132

53-131.01

|
53-133

[Print Friendly](#)

53-132. Retail, craft brewery, or microdistillery license; commission; duties.

(1) If no hearing is required pursuant to subdivision (1)(a) or (b) of section 53-133 and the commission has no objections pursuant to subdivision (1)(c) of such section, the commission may waive the forty-five-day objection period and, if not otherwise prohibited by law, cause a retail license, craft brewery license, or microdistillery license to be signed by its chairperson, attested by its executive director over the seal of the commission, and issued in the manner provided in subsection (4) of this section as a matter of course.

(2) A retail license, craft brewery license, or microdistillery license may be issued to any qualified applicant if the commission finds that (a) the applicant is fit, willing, and able to properly provide the service proposed within the city, village, or county where the premises described in the application are located, (b) the applicant can conform to all provisions and requirements of and rules and regulations adopted pursuant to the Nebraska Liquor Control Act, (c) the applicant has demonstrated that the type of management and control to be exercised over the premises described in the application will be sufficient to insure that the licensed business can conform to all provisions and requirements of and rules and regulations adopted pursuant to the act, and (d) the issuance of the license is or will be required by the present or future public convenience and necessity.

(3) In making its determination pursuant to subsection (2) of this section the commission shall consider:

- (a) The recommendation of the local governing body;
- (b) The existence of a citizens' protest made in accordance with section 53-133;
- (c) The existing population of the city, village, or county and its projected growth;
- (d) The nature of the neighborhood or community of the location of the proposed licensed premises;
- (e) The existence or absence of other retail licenses, craft brewery licenses, or microdistillery licenses with similar privileges within the neighborhood or community of the location of the proposed licensed premises and whether, as evidenced by substantive, corroborative documentation, the issuance of such license would result in or add to an undue concentration of licenses with similar privileges and, as a result, require the use of additional law enforcement resources;

(f) The existing motor vehicle and pedestrian traffic flow in the vicinity of the proposed licensed premises;

(g) The adequacy of existing law enforcement;

(h) Zoning restrictions;

(i) The sanitation or sanitary conditions on or about the proposed licensed premises; and

(j) Whether the type of business or activity proposed to be operated in conjunction with the proposed license is and will be consistent with the public interest.

(4) Retail licenses, craft brewery licenses, or microdistillery licenses issued or renewed by the commission shall be mailed or delivered to the clerk of the city, village, or county who shall deliver the same to the licensee upon receipt from the licensee of proof of payment of (a) the license fee if by the terms of subsection (6) of section 53-124 the fee is payable to the treasurer of such city, village, or county, (b) any fee for publication of notice of hearing before the local governing body upon the application for the license, (c) the fee for publication of notice of renewal as provided in section 53-135.01, and (d) occupation taxes, if any, imposed by such city, village, or county. Notwithstanding any ordinance or charter power to the contrary, no city, village, or county shall impose an occupation tax on the business of any person, firm, or corporation licensed under the act and doing business within the corporate limits of such city or village or within the boundaries of such county in any sum which exceeds two times the amount of the license fee required to be paid under the act to obtain such license.

(5) Each license shall designate the name of the licensee, the place of business licensed, and the type of license issued.

Nebraska Revised Statute 53-131.01

Revised Statutes » Chapter 53 » 53-131.01

53-131

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53-132

Print Friendly

53-131.01. License; application; form; contents; criminal history record check; verification; false statement; penalty.

(1) The application for a new license shall be submitted upon such forms as the commission may prescribe. Such forms shall contain (a) the name and residence of the applicant and how long he or she has resided within the State of Nebraska, (b) the particular premises for which a license is desired designating the same by street and number if practicable or, if not, by such other description as definitely locates the premises, (c) the name of the owner of the premises upon which the business licensed is to be carried on, (d) a statement that the applicant is a citizen of the United States, that the applicant and the spouse of the applicant are not less than twenty-one years of age, and that such applicant has never been convicted of or pleaded guilty to a felony or been adjudged guilty of violating the laws governing the sale of alcoholic liquor or the law for the prevention of gambling in the State of Nebraska, except that a manager for a corporation applying for a license shall qualify with all provisions of this subdivision as though the manager were the applicant, except that the provisions of this subdivision shall not apply to the spouse of a manager-applicant, (e) a statement that the applicant intends to carry on the business authorized by the license for himself or herself and not as the agent of any other persons and that if licensed he or she will carry on such business for himself or herself and not as the agent for any other person, (f) a statement that the applicant intends to superintend in person the management of the business licensed and that if so licensed he or she will superintend in person the management of the business, and (g) such other information as the commission may from time to time direct. The applicant shall also submit two legible sets of fingerprints to be furnished to the Federal Bureau of Investigation through the Nebraska State Patrol for a national criminal history record check and the fee for such record check payable to the patrol.

(2) The application shall be verified by the affidavit of the petitioner made before a notary public or other person duly authorized by law to administer oaths. If any false statement is made in any part of such application, the applicant or applicants shall be deemed guilty of perjury, and upon conviction thereof the license shall be revoked and the applicant subjected to the penalties provided by law for that crime.

06/06/11
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14:09
1

Grand Island Police Department

LAW INCIDENT TABLE

Page:

City : Grand Island
Occurred after : 15:10:11 05/23/2011
Occurred before : 15:10:11 05/23/2011
When reported : 15:10:11 05/23/2011
Date disposition declared : 05/23/2011
Incident number : L11053069
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License
Investigation
Incident address : 811 2nd St W
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number :
Geobase address ID : 13162
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status : NCI Non-criminal Incident
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	87129	06/06/11	Rafa's Tacos,	Business
Involved				
NM	166733	06/06/11	Ocegueda, Maria	Liquor Manager
NM	62723	05/24/11	Flores, Adolfo	Owner

LAW INCIDENT CIRCUMSTANCES:

Se Circu Circumstance code : Miscellaneous

1 LT21 Restaurant

LAW INCIDENT NARRATIVE:

LAW INCIDENT RESPONDERS DETAIL:

1	Vitera D	318	Vitera D
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Seq	Name	Date
1	Vitera D	09:55:13 05/24/2011

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LAW INCIDENT TABLE

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Grand Island Police Department
Supplemental Report

Date, Time: Tue May 24 09:55:24 CDT 2011
Reporting Officer: Vitera
Unit- CID

I received a copy of a liquor license application from Adolfo Flores for Rafa's Tacos and a copy of a liquor manager application from Maria Ocegueda. Adolfo Flores is the owner of La Mexicana and is leasing the Rafa's Tacos building from Rafael Orozco. Adolfo is seeking a Class I License which is for beer, wine, and distilled spirits on sale only. The main nature of the business is a restaurant which will not have a bar separate from the dining area. The business plan states that it is the intent of the applicant to "serve alcoholic beverages at the request of patrons." "It is anticipated that all alcoholic beverages will be consumed within the dinning area."

Back on 2/7/11, I spoke to Adolfo at his La Mexicana Restaurant about his lease agreement with Rafael Orozco and Rafa's Taco's. He started operating Rafa's on 2/1/11. At that time, Adolfo advised that he knew he would have to file with the NLCC for a Temporary Operating Permit (TOP) to sell alcohol off of Orozco's license and then eventually get his own. Adolfo assured me that he wouldn't sell alcohol until he had the TOP or his own license. After speaking with Adolfo, I went to Rafa's and spoke to Adolfo's finance who was managing the restaurant. She gave the same explanation about alcohol sales. I looked around the restaurant and found no evidence of alcohol sales.

After looking through Adolfo's application, I had some questions. The first thing I noticed is that on the spot on the application where it asks if anyone who is a party to the application has ever been convicted or plead guilty to any charge, Adolfo checked the "No" box. I also saw that Adolfo listed his home address as 385 N. Pine which I believe is the La Mexicana Market and tortilla factory. The last thing that grabbed my attention is that Adolfo stated he has never had a liquor license before which made me wonder why he was now seeking one for Rafa's and not La Mexicana.

On 5/24/11, I called Adolfo. I asked him about ever being convicted of anything. He said that he thought the question was intended to address serious crimes and being in jail. I told Adolfo that the question was clearly stated, and he had an attorney helping him fill out the application who should have been able to explain it to him. Adolfo had no other response other than to say he answered based on his interpretation of the question. He admitted that he plead guilty to selling alcohol to a minor and has some traffic convictions. He said the sale to a minor happened during a "sting" when he was working the Paddock at Fonner during racing season. He just said that he was so busy, he didn't ask for identification.

I also asked Adolfo why he is seeking a liquor license for Rafa's and not for La Mexicana. Adolfo said that the Rafa's customers are used to having the option to have an alcoholic beverage with their meal, so he wants to continue to offer that same level of service. He also said the he plans on eventually applying for a liquor license for La Mexicana Restaurant and Market. Adolfo advised that he has been leasing the market to his sister, but the lease agreement is almost up, and he plans on resuming the operation of it. Even though Adolfo stated on his application that he has never had a liquor license before, he said

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Grand Island Police Department

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LAW INCIDENT TABLE

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that he had a liquor license for his La Mexicana restaurants in Lexington and Gibbon and the market in Grand Island. He had no explanation as to why he didn't answer the question on the application correctly other than to say it was a mistake. Adolfo also clarified his home address as being 504 N. Elm # 104. He receives mail at the 385 N. Pine address.

Adolfo said he owned the all of the restaurants at the same time, but he got a good offer from someone to buy the Lexington and Gibbon restaurant, so he sold them. He also acknowledged that one of the reasons he hasn't had a liquor license at La Mexicana Restaurant in Grand Island is because he used to have one at that Market and had some problems with selling to minors. I checked Spillman and found records for the restaurant and market. The records go back to 2002 on the market and 2009 on the restaurant. I found no indication of alcohol issues anywhere. I also checked the NLCC website to see if I could verify the extent of Adolfo's issues with selling to minors. I was able to pull up three separate entries for La Mexicana, but they were all in Omaha and Lincoln. On 5/24/11, I called the NLCC and asked for some history on La Mexicana Restaurant and Market.

I was told by the NLCC that it would be extremely difficult and time consuming for them to locate records for Adolfo and his history of having a liquor license approximately ten years ago for his La Mexicana Market. I was told that Adolfo is NOT on their "Hot List" which they keep indefinitely and would indicate that the NLCC had problems with him before.

I looked Adolfo and Maria up in Spillman and NCJIS. Adolfo has some traffic contacts along with a selling alcohol to a minor listed in Spillman. Maria is not listed in Spillman. However, she has only lived in Grand Island since 2010. The majority of her life was spent in California, according to the application. Adolfo has twelve separate traffic convictions listed in NCJIS and the selling to a minor conviction that was also listed in Spillman. The application states that Adolfo has lived in Grand Island since 2007. He lived in Lexington before that, and according to our phone conversation, he lived in California before that. On the application, Maria stated that she was born in Mexico. The application doesn't say where Adolfo was born. However, ICE advised me that Adolfo and Maria are each Naturalized U.S. Citizens.

While Adolfo didn't fill out the application correctly by disclosing his traffic and selling to a minor conviction or disclosing that he has had liquor licenses in the past, his "criminal" history (at least in Nebraska) doesn't automatically exclude him from getting a liquor license. In addition, even though the police department has had some issues with Rafael Orozco and his liquor license at El Diamante, we have not had any issues with Rafael's liquor license at Rafa's Tacos. From my meeting with Adolfo in February and speaking to him over the phone, I don't see any reason why we would start having liquor problems at Rafa's under his control. The GIPD has no objection to Adolfo Flores receiving a liquor license for Rafa's Tacos.

Since Maria Ocegueda has only lived in Nebraska for a short time, it would be

expected that she has little to no criminal history. From speaking with her back in February, she seems like she would be qualified to be a liquor manager. If the State doesn't uncover any problems with her criminal history through her fingerprint submission, the GIPD does not object to her becoming the liquor manager for Rafa's Tacos.

06/06/11
450
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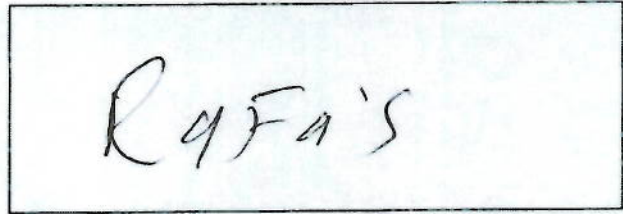
Grand Island Police Department

LAW INCIDENT TABLE

Page:

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov/



**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

RETAIL LICENSE(S)

Application Fee \$400 (non refundable)

- ☐ A BEER, ON SALE ONLY
- ☐ B BEER, OFF SALE ONLY
- ☐ C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
- ☐ D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
- ☒ I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
- ☐ AB BEER, ON AND OFF SALE
- ☐ AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- ☐ IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
- ☐ ID BEER, WINE, DISTILLED SPIRITS ON AND OFF SALE

- ☐ Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31
All other licenses run from May 1 – April 30
Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- ☐ Individual License (requires insert form 1)
- ☐ Partnership License (requires insert form 2)
- ☒ Corporate License (requires insert form 3a & 3c)
- ☐ Limited Liability Company (LLC) (requires form 3b & 3c)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)

Commission will call this person with any questions we may have on this application

Name Mark Porto Phone number: 308-384-1635

Firm Name Shambarg, Wolf, McDermott & Depue

FORM 100
REV 11/2010
PAGE 3

RECEIVED

PREMISE INFORMATION

MAY 11 2011

Trade Name (doing business as) Rafa's Tacos

**NEBRASKA LIQUOR
CONTROL COMMISSION**

Street Address #1 811 West 2nd Street

Street Address #2 _____

City Grand Island

County Hall 8

Zip Code 68801

Premise Telephone number 308-384-6266

Is this location inside the city/village corporate limits:



YES



NO

Mailing address (where you want to receive mail from the Commission)

Name LaMexicana, Inc.

Street Address #1 111 East 4th Street

Street Address #2 _____

City Grand Island

State NE

Zip Code 68801

**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED
READ CAREFULLY**

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction north and number of floors of the building.

****For on-premise consumption liquor licenses minimum standards must be met by providing at least two restrooms**

Length _____ feet
Width _____ feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET

See attached.

40' x 58'

FORM 100
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South

Kotas 1400s Rest.
811 W 2th St

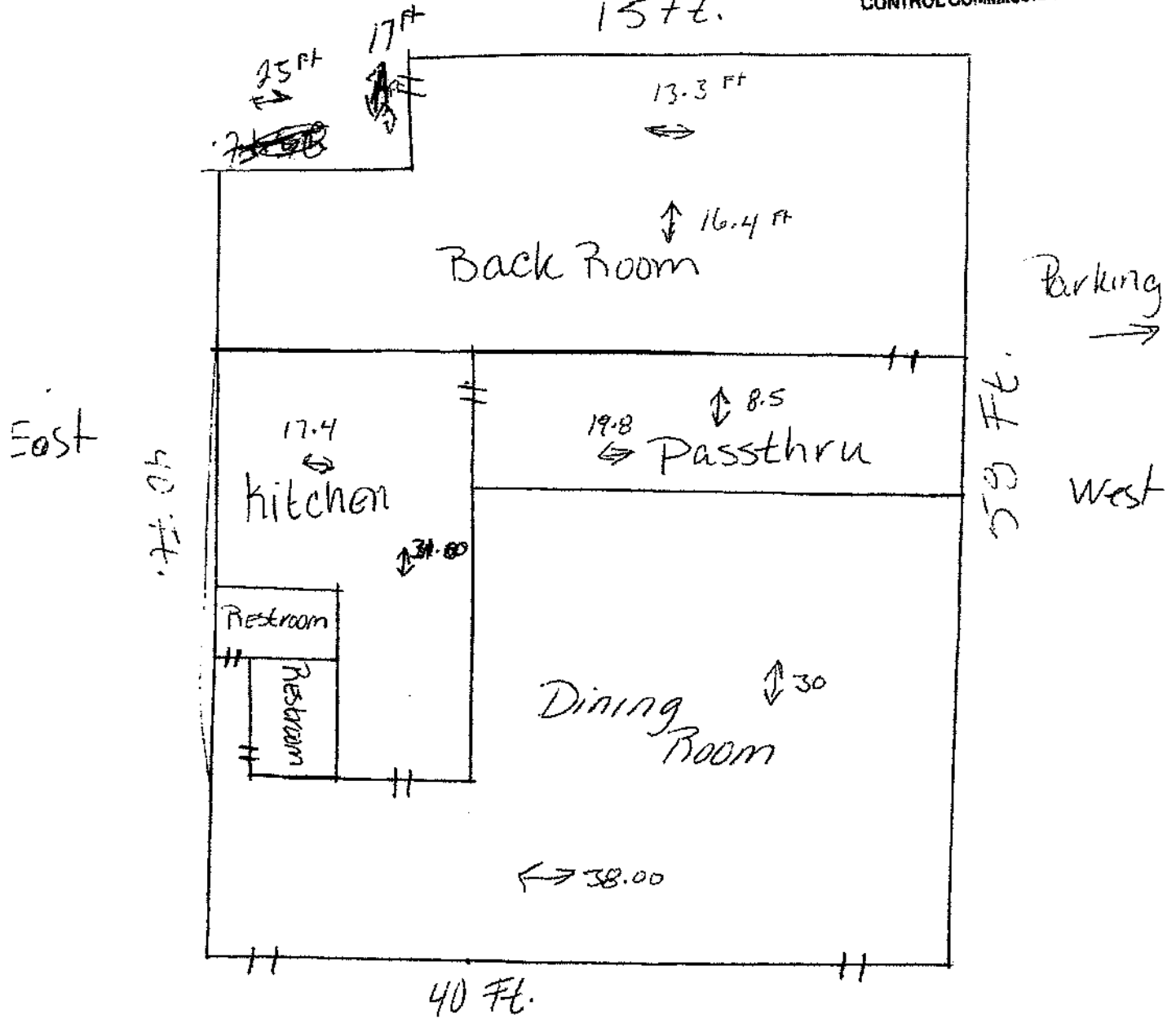
RECEIVED

MAY 11 2011

NEBRASKA LIQUOR
CONTROL COMMISSION

Parking

15 Ft.



Front of Restaurant

North

APPLICANT INFORMATION

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

☐ YES ☒ NO

If yes, please explain below or attach a separate page.

MAY 11 2011

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition

NEBRASKA LIQUOR
CONTROL COMMISSION

2. Are you buying the business of a current retail liquor license?

☐ YES ☒ NO

If yes, give name of business and liquor license number _____

a) Submit a copy of the sales agreement

b) Include a list of alcohol being purchased, list the name brand, container size and how many

c) Submit a list of the furniture, fixtures and equipment

3. Was this premise licensed as liquor licensed business within the last two (2) years?

☒ YES ☐ NO

If yes, give name and license number Papa's Tacos, Inc. j 64352

4. Are you filing a temporary operating permit to operate during the application process?

☐ YES ☒ NO

If yes:

a) Attach temporary operating permit (T.O.P.) (form 125)

b) T.O.P. will only be accepted at a location that currently holds a valid liquor license.

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

☐ YES ☒ NO

If yes, list the lender(s) _____

FORM 100
REV 11/2010
PAGE 5

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

☐ YES ☒ NO

If yes, explain. (All involved persons must be disclosed on application)

RECEIVED

MAY 11 2011

NEBRASKA LIQUOR
CONTROL COMMISSION

No silent partners

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

☒ YES ☐ NO

If yes, list such item(s) and the owner.

Rafael and Rita Orozco own the building and fixtures as the applicant has entered into a lease agreement. A copy of the lease agreement is attached hereto.

8. Is premise to be licensed within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children, or within 300 feet of a college or university campus?

☐ YES ☒ NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

9. Is anyone listed on this application a law enforcement officer?

☐ YES ☒ NO

If yes, list the person, the law enforcement agency involved and the person's exact duties

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business

a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

Home Federal, Grand Island, NE Adolfo Flores

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

None

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STATE OF NEBRASKA
LIQUOR CONTROL COMMISSION

LICENSE NUMBER 094216
CATEGORY R

MORE

DELETED HISTORY

ACTION CODE	ACTION	ACTION DATE	DATE ENTERED	DOCUMENT NUMBER	FILM ROLL	PAGE
0000	NEW APPLICATION	05112011	05172011	0094216	11000	09241
0145	STATUTORY TIME	05192011	05242011	0000000	11000	09709
0135	INV. REV. FINAL	06172011	06172011	0000000	11000	11292
0125	LOCAL APPROVE	06162011	06172011	0000000	11000	11300
0115	FIRE APPROVE	08052011	08082011	0000000	11000	13392
0050	ISSUE LICENSE	08182011	08182011	0000000	11000	14267
0061	LEASE EXTENDED	04202012	04202012	0000000	12000	07630
0001	RENEW APP.	04202012	04202012	0000000	12000	07630
0800	SELL ALC/MINORS	09282012	12112012	0121203	12000	22868
0821	MINOR DISP/SELL	09282012	01112013	0011310	12000	22868
0835	CITE	02062013	01142013	0121203	13000	01368
0835	CITE	02062013	01142013	0011310	13000	01368
0843	SUBPOENA	01302013	01292013	0121203	13000	02469
0843	SUBPOENA	01302013	01292013	0011310	13000	02469
0837	PLEA OF GUILTY	02042013	02052013	0121203	13000	02507
0837	PLEA OF GUILTY	02042013	02052013	0011310	13000	02500
0889	HEARING COSTS	02062013	02132013	0121203	13000	03217
0889	HEARING COSTS	02062013	02132013	0011310	13000	03217
0002	SUSPEND LICENSE	02202013	02202013	0121203	13000	03536
0002	SUSPEND LICENSE	02202013	02202013	0011310	13000	03536
0856	AMENDED ORDER	02222013	02222013	0121203	13000	03521
0800	SELL ALC/MINORS	02012013	02252013	0021327	13000	03561
0167	TRAINING REQ	02222013	02272013	0121203	13000	03521
0610	TR COMM ORDER	02272013	02272013	0121203	13000	00638
0610	TR COMM ORDER	03272013	03272013	0121203	13000	01107

DEPRESS: ENTER RETURN PF8 - BACKWARD PF9 - FORWARD PA1 - RETURN TO MENU

RECEIVED

FEB 28 2013

NEBRASKA LIQUOR
CONTROL COMMISSION

R4Fa's

S T A T E O F N E B R A S K A
L I Q U O R C O N T R O L C O M M I S S I O N

L I C E N S E N U M B E R 094216
C A T E G O R Y R

11

D E L E T E D H I S T O R Y

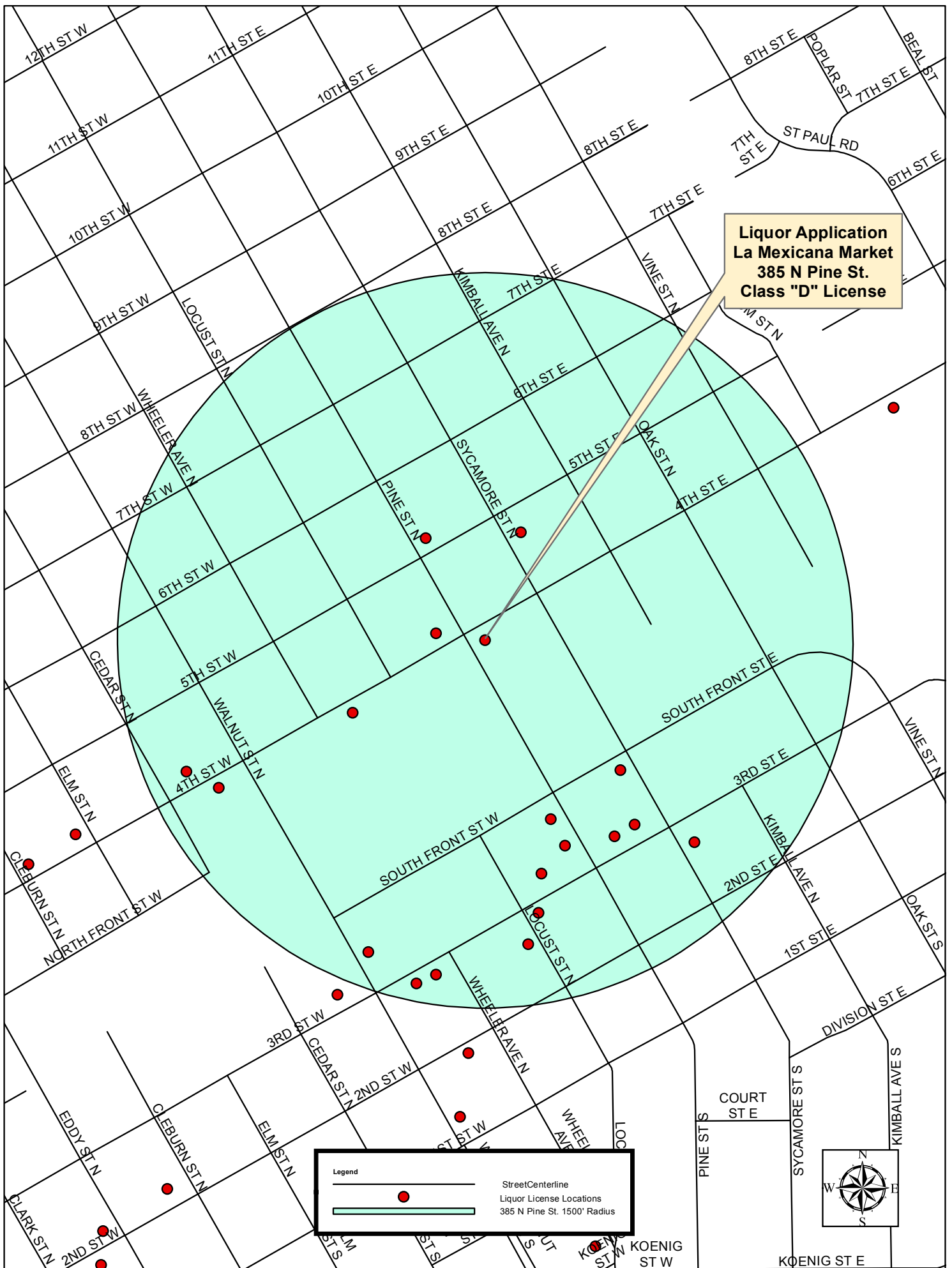
ACTION CODE	ACTION	ACTION DATE	DATE ENTERED	DOCUMENT NUMBER	FILM ROLL	PAGE
0003	MISC. DOCUMENT	04172013	04182013	0121203	13000	09099
0003	MISC. DOCUMENT	04172013	04182013	0011310	13000	09099
0835	CITE	05082013	04192013	0021327	13000	03746
0843	SUBPOENA	04292013	04292013	0021327	13000	12051
0837	PLEA OF GUILTY	05062013	05062013	0021327	13000	03798
0854	RETURNED MAIL	04252013	05072013	0121203	13000	09272
0854	RETURNED MAIL	04252013	05072013	0011310	13000	09272
0047	NEED INFO	05072013	05072013	0000000	13000	09276
0003	MISC. DOCUMENT	05102013	05102013	0121203	13000	09304
0003	MISC. DOCUMENT	05102013	05102013	0011310	13000	09304
0020	TO LEGAL	05102013	05102013	0121203	13000	09304
0020	TO LEGAL	05102013	05102013	0011310	13000	09304
0890	HRG COSTS PAID	05132013	05132013	0121203	13000	12656
0890	HRG COSTS PAID	05132013	05132013	0011310	13000	12656

RECEIVED
FEB 29 2013
NEBRASKA LIQUOR
CONTROL COMMISSION

DEPRESS: **ENTER** RETURN **PF8** - BACKWARD **PF9** - FORWARD **PA1** - RETURN TO MENU

MANAGER APPLICATION

009.01 Upon departure, death or termination of a manager, a licensed corporation shall file an application with the Liquor Control Commission for a new manager within sixty (60) days. Should the corporation be unable to establish a manager within sixty (60) days, the corporation may apply for a hardship.





City of Grand Island

Tuesday, April 12, 2016

Council Session

Item E-3

Public Hearing on Request from Chloe Aguilar for a Conditional Use Permit for a Towing/Salvage Lot located at 4852 and 4820 East Capital Avenue

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

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig Lewis, Building Department Director

Meeting: April 12, 2016

Subject: Request of Chloe Aguilar for Approval of a Conditional Use Permit to Allow a Vehicle Storage and Salvage Yard at 4820 & 4852 E. Capital Avenue

Presenter(s): Craig Lewis, Building Department Director

Background

This is a request for approval of a conditional use permit to allow for the construction and operation of a vehicle storage and salvage yard at 4820 & 4852 East Capital Avenue. The legal description of the property is lot 1 Landell Sub. and lot 1 Landell 2nd Sub., the lots are currently zoned M-2 Heavy Manufacturing and automobile wrecking and salvage yards are a listed conditional use within that zoning classification.

Conditional uses must be approved by the City Council.

City Code identifies the following conditions for salvage yards;

36-106. Conditional Uses; Salvage Yards

All salvage yards shall be subject to the following conditions as part of their permitted conditional use:

(A) In addition to the information required pursuant to §36-88, an application for a conditional use for a salvage yard shall include a site plan for the premises showing the layout of the proposed operation, building and infrastructure locations, property dimensions, drainage and landscaping.

(B) All structures located or constructed on the salvage yard premises shall comply with the Grand Island City Code and all applicable building, electrical, plumbing and fire codes.

(C) All hazardous materials and regulated waste shall be received, stored, and disposed of in accordance with state and federal laws and the rules and regulations of the U.S. Environmental Protection Agency and the Nebraska Department of Environmental Quality.

(D) All operations of a salvage yard, including those which are ancillary and indirectly related to the salvage yard such as administration, parking, equipment and/or container storage shall be conducted on the premises subject to the permitted conditional use.

(E) All premises on a salvage yard shall be kept and maintained in a clean and orderly manner, using the best practices of the industry, with no loose garbage, litter, refuse or waste materials on the premises except those kept in short term storage for processing. The persons operating the salvage yard shall on a regular and routine basis inspect all areas adjacent to the salvage yard and clean up any materials which originated from the salvage yard.

(F) Physical Appearance: Salvage yards and other similar operations shall be effectively enclosed or shielded from adjacent properties on all sides by means of a sight-obscuring fence at least eight (8) feet in height, in good repair, and constructed of conventional fence building materials and techniques as approved by the chief building official. No inventory or salvage materials of any nature may be stacked within fifty (50.0) feet of the fence to a height greater than said fence.

Amended by Ordinance No. 9151, effective 12-18-2007

Discussion

This application was initiated by a request from the City to bring the existing Island Towing operation at 5018 S. Elk Drive into conformance with zoning regulations as it is not zoned for the continued storage of wrecked or junk vehicles.

The City Code requires salvage yards to come before the City Council at a public hearing to allow for Public comment and provide discussion and deliberation such that the City Council may determine the approval or denial of the application and use.

This application is on property zoned to allow for a salvage yard if determined by the City Council that the location is appropriate. Currently no buildings are proposed for the site. Surface waters naturally flowing through the site should not be restricted or altered by the storage of vehicles.

Alternatives

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

1. Approve the conditional use permit finding that the proposed use is a listed conditional use in the zoning code and that it will not be detrimental to public health, safety, and the general welfare of the community.
2. Disapprove or / Deny the conditional use permit, finding that the proposal does not conform to the purpose of the zoning regulations.

3. Modify the conditional use to meet the wishes of the Council.
4. Refer the matter to a special committee for a determination of a finding of fact.
5. Table the issue.

Recommendation

City Staff recommends that the Council approve the request for a conditional use permit to construct and operate a salvage yard, finding that the request does 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 request for a conditional use permit as specified in the staff recommendation published in the Council packet and presented at the City Council meeting and finding that the application will conform with the purpose of the zoning regulations.

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: Towing / Salvage lot
2. The owner(s) of the described property is/are: Chloe Aguilar
3. The legal description of the property is: Landell Sub Lot 1, Landell 2nd
4. The address of the property is: 4852 & 4820 E Capital Ave
5. The zoning classification of the property is: M2
6. Existing improvements on the property is: None
7. The duration of the proposed use is: Longterm
8. Plans for construction of permanent facility is: 8 foot fence
9. The character of the immediate neighborhood is: Business, Industrial, Residential
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: To use land to store vehicles from towing company.

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

3/17/16

Date

Chloe Aguilar

Owners(s)

3083792433

Phone Number

4059 Indianhead Dr

Address

Grand Island Ne 68803

City

State

Zip

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



City of Grand Island

Tuesday, April 12, 2016

Council Session

Item E-4

**Public Hearing on the Semi-Annual Report by the Grand Island
Area Economic Development Corporation/Citizens Advisory
Review Committee on the Economic Development Program Plan**

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

Staff Contact: Dave Taylor - EDC President

Council Agenda Memo

From: Marlan Ferguson, City Administrator

Meeting: April 12, 2016

Subject: Public Hearing Concerning the Semi-Annual Report by the Citizen Advisory Review Committee on the Economic Development Program Plan

Presenter(s): Dave Taylor, EDC President

Background

The voters of the City of Grand Island approved an economic development plan at the November 6, 2012 election. Subsequent to the election, the city has adopted an ordinance that establishes the economic development plan and a Citizen Advisory Review Committee to oversee the process of approving applications for economic development incentives. The Citizen Advisory Review Committee is required by State Statute and the Grand Island City Code to make an annual report to the City Council.

Discussion

The Citizen Advisory Review Committee has been conducting regular meetings during the last six months as required by the City Code and the Nebraska Statutes. The committee looks forward to receiving and reviewing meritorious applications for consideration in the future. The committee received the semi-annual report from the Economic Development Corporation at its meeting of March 3, 2016 and voted to forward it on to the City Council for its review and acceptance.

Alternatives

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

1. Accept the annual report of the Citizen Advisory Review Committee.
2. Do not accept the annual report of the Citizen Advisory Review Committee.

Recommendation

City Administration recommends that the Council accept the semi-annual report of the Citizen Advisory Review Committee.

Sample Motion

Move to accept the semi-annual report of the Citizen Advisory Review Committee.



Grand Island Area
Economic
Development
Corporation



Grand Island Area
Economic
Development
Corporation

Semi-Annual Update

A Grander Vision for the Heartland

Initiative	Action Item	Progress
1.1	Launch a collaborative Business Retention and Expansion outreach program that seeks to facilitate expansions and mitigate layoffs by conducting a series of site visits and survey with existing businesses in and around Grand Island.	Ongoing partnership with the Chamber of Commerce, State DED, and area businesses. 6 medium-sized businesses have been engaged in community conversations
1.2 & 5.3	Launch the Grow Grand Island Export Initiative to support the development of new international trade relationships for Grand Island area manufacturers.	EDC staff wrote an editorial piece for the Grand Island Independent, highlighting the importance and Central Nebraska Transload
1.5	Work with neighboring communities in Central Nebraska to evaluate the potential benefits of developing regional cluster councils to address sector-specific issues and challenges that are common throughout Central Nebraska	Collaborations with neighbors on legislative issues, State incentives, and industry inputs & outputs. Working with the Young Professionals Group to reenact a “Bring the Talent Home” initiative

Initiative	Action Item	Progress
3.4 & 3.5	Continue to Market the Grand Island Community to both internal and external audiences, utilizing the GIAEDC website and other electronic tools.	Continue to connect with target markets
3.6	Maintain strong relationships with the State DED overseeing business recruitment and business development.	Eric Zeece to visit Grand Island
5.2	Continue to work with NDED and the City of Grand Island to develop industrial sites with updated infrastructure and is considered “shovel ready” for development.	5 requests for warehouse space, local and international businesses ; ranging in size from 10,000 – 100,000 square feet



Active LB840 Projects

- **Bosselman Tank & Trailer**

- Add 8 employees
- Expires February 2017

- **GIX Logistics**

- Add 26 employees
- Expires June 2019



LB840 Funding Status

LB840 balance as of 3/3/2016	\$1,235,277.23
-------------------------------------	-----------------------

LB840 job creation funds for Bosselman Tank & Trailer	(\$40,000)
--	------------

LB840 job creation funds for GIX Logistics	(\$117,000)
--	-------------

EDC operating funds	(\$175,000)
---------------------	-------------

Ending LB840 job creation funds	903,227.23
---------------------------------	------------

*Potential to bring 2 LB840 applications to Council in 2016



Hendrix-ISA

- EDC, along with Governor Pete Ricketts and Peter Mumm, Hendrix-ISA, announced the expansion of Hendrix Genetics to Grand Island

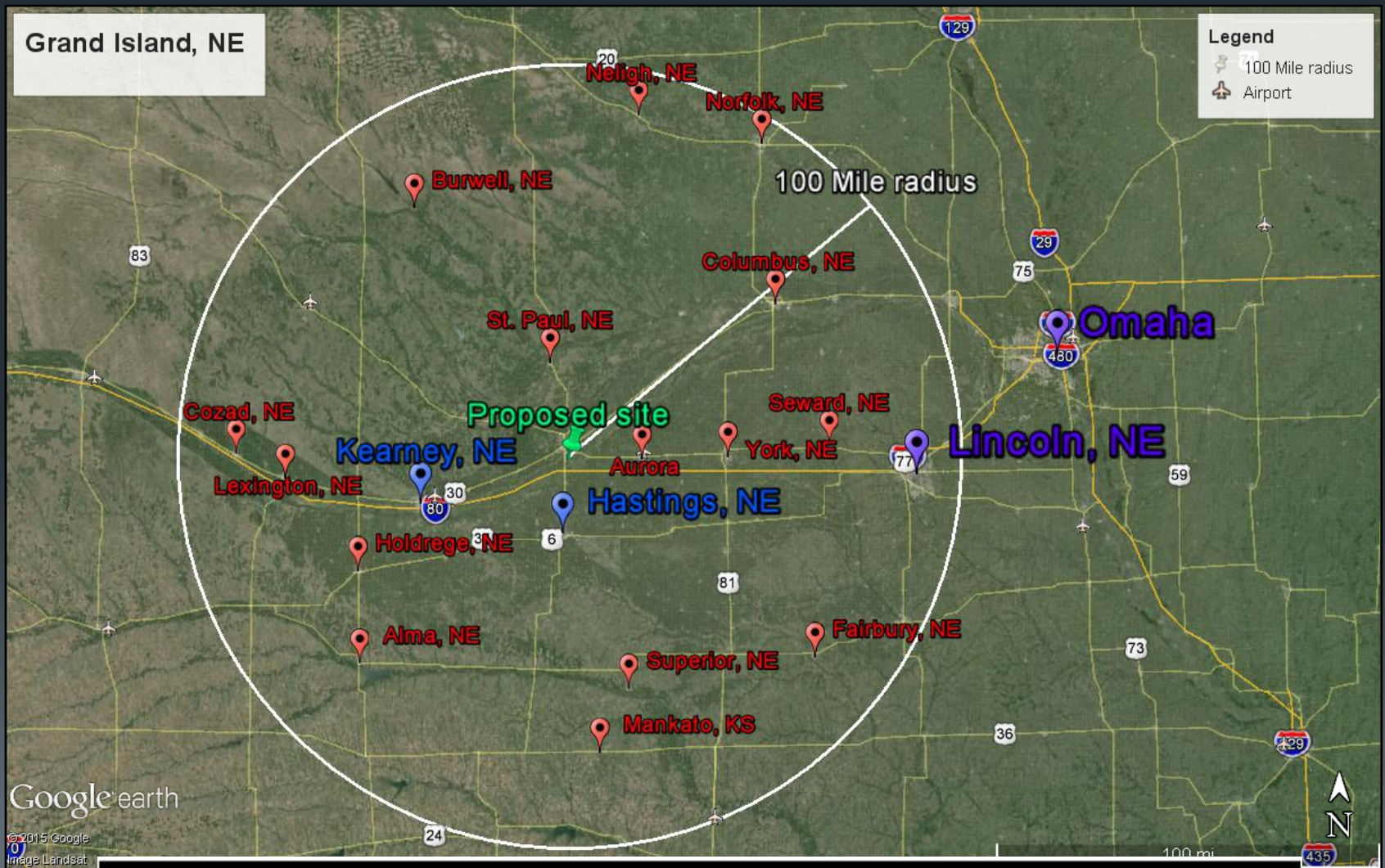




Grand Island Area
Economic
Development
Corporation

Hendrix-ISA







Grand Island Area
Economic
Development
Corporation

2016 Annual Meeting

- Thursday, May 5
11:30 a.m. – 1 p.m.
- Dr. Ernie Goss, Ph.D.
 - Professor of Economics at Creighton University
 - The Goss Institute





Pennies for
PROGRESS
Renew the Food & Beverage Tax



Community Field House



Veteran's Athletic Complex



- Average revenue generated from the current 1.5% tax:
\$1,449,769 per year
- Other Communities that impose a Food & Beverage Occupation Tax:
 - Kearney (1%)
 - Lincoln (2%)
 - Norfolk (2%)
 - Omaha (2.5%)





The proceeds from this tax shall be used for the following community enhancements:

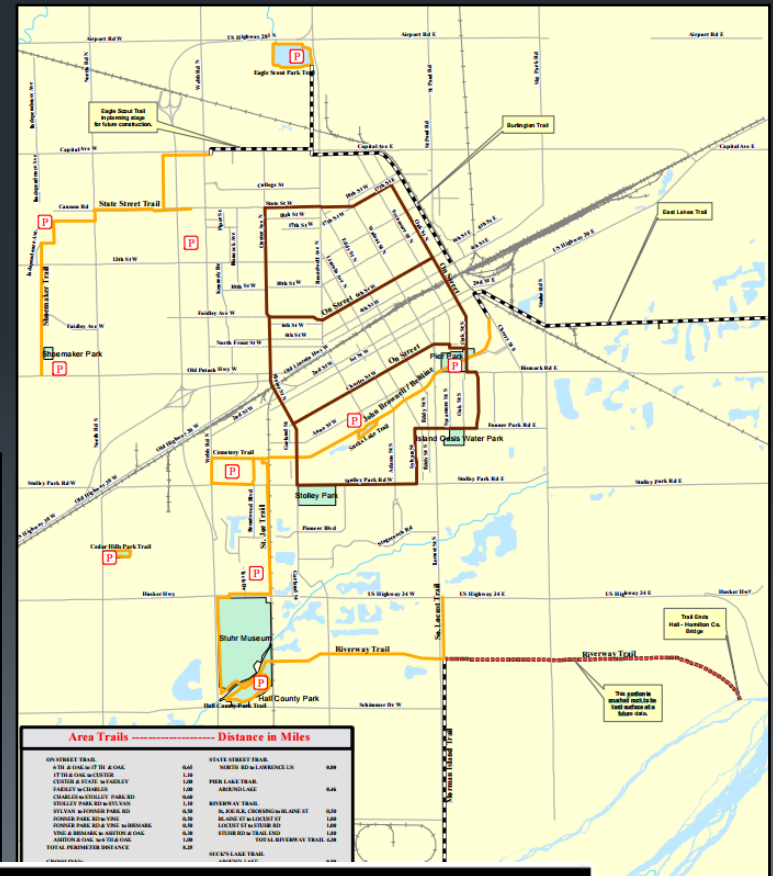
- The annual financial commitment to the Nebraska State Fair as required by state law;



- Promote entertainment, agricultural and livestock shows, trade shows and similar events that will attract visitors to Grand Island;



- Ongoing enhancement and development of recreation and athletic facilities such as hike, bike and recreational trails, ball fields and other community activity needs;





- Invest in community development projects and activities that stimulate progress and growth for Grand Island.



A Grand Vision for the Heartland



Grand Island Area
Economic
Development
Corporation



Thank you!



City of Grand Island

Tuesday, April 12, 2016

Council Session

Item F-1

#9580 - Consideration of Assessments for Sanitary Sewer District No. 535T, Extension of Sanitary Sewer to Serve Part Lot 1; Voss Subdivision, Lots 1 & 2 Windolph's Subdivision, and Part NW ¼ of Section 14-11-9

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

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

ORDINANCE NO. 9580

An ordinance assessing and levying a special tax to pay the cost of construction of Sanitary Sewer District No. 535T of the City of Grand Island, Nebraska; providing for the collection of such special tax; repealing any provisions of the Grand Island City Code, ordinances, and parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts and parcels of land specially benefited, for the purpose of paying the cost of construction of said sanitary sewer improvements in said Sanitary Sewer District No. 535T, as adjudged by the Mayor and Council of the City, to the extent of benefits thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and land as follows:

Approved as to Form	▣ _____
April 8, 2016	▣ City Attorney

ORDINANCE NO. 9580 (Cont.)

Parcel No.	Owner	Legal Description	Tap Fee
400140624	Jay L & Julie Hehnke	N 211' of W 1/3 of Lot 1 & PT 16.5' Vac Lueth Drive, Windolph's Subdivision	\$7,563.81
400140616	Horacio D Vazquez	S 696.5' of W 1/3 of Lot 1 & Pt W 16.5' Vac Lueth Drive, Windolph's Subdivision	\$7,856.48
400140594	Horacio D Vazquez	Center 1/3 of Lot 1, Windolph's Subdivision	\$7,856.48
400140608	Sebastian Alvarez Perez Olivia Margarita Tzun Vicente	E 1/3 of Lot 1, Windolph's Subdivision	\$7,856.48
400140632	James Richard Schleicher	Pt Lot 2, Windolph's Subdivision	\$7,856.48
400104997	Luis A Gonzalez Ana R Ortiz	PT Lot 1, Voss Subdivision	\$7,625.48
400105020	Michael A Kraft	Pt Lot 1, Voss Subdivision	\$7,856.48
400105012	Harold G Zimmerman, Jr. Corina Zimmerman	Pt Lot 1, Voss Subdivision	\$7,856.48
400105004	Kristine L Colclasure	Pt Lot 1, Voss Subdivision	\$7,541.48
400146045	Michelle M Morganflash Donald D Osborn	Misc Tracts 14-11-9, Pt NE ¼, NW ¼ 10.45 Ac	\$7,856.48
400140640	John Robert Schleicher	Pt Lot 2, xc 125.6' x 200', Windolph's Subdivision	\$7,856.48
400104970	Craig L & Karla A Paro	Pt Lot 1, Voss Subdivision	\$7,631.48
400104962	Jack & Joan McKee	Pt Lot 1, xc State, Voss Subdivision	\$7,856.48
TOTAL TAP FEES			\$101,070.57

SECTION 2. The special tax shall be paid in full prior to connection to the City's sanitary sewer collection system.

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

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Sewer Tap Fee Fund" for Sanitary Sewer District No. 535T.

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

ORDINANCE NO. 9580 (Cont.)

SECTION 6. 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: April 12, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 12, 2016

Council Session

Item F-2

#9581 - Consideration of Assessments for Sanitary Sewer District No. 537T, Extension of Sanitary Sewer to Serve Lot 1 & 2, TLST Spiehs Subdivision and Part of the North Ten (10) Acres of the W Half of the NW Quarter (W1/2NW1/4) All In Section 10-11-9

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

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

ORDINANCE NO. 9581

An ordinance assessing and levying a special tax to pay the cost of construction of Sanitary Sewer District No. 537T of the City of Grand Island, Nebraska; providing for the collection of such special tax; repealing any provisions of the Grand Island City Code, ordinances, and parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts and parcels of land specially benefited, for the purpose of paying the cost of construction of said sanitary sewer improvements in said Sanitary Sewer District No. 537T, as adjudged by the Mayor and Council of the City, to the extent of benefits thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and land as follows:

Approved as to Form	▣ _____
April 8, 2016	▣ City Attorney

ORDINANCE NO. 9581 (Cont.)

Parcel No.	Owner	Legal Description	Tap Fee
400205955	Jose Haro Martha Haro	Misc Tracts 10-11-9 PT W ½ NW ¼ .41 Ac	\$7,463.58
400205963	Juan Rico Anna M Villa De Rico	Misc Tracts 10-11-9 PT W ½ NW ¼ .15 Ac	\$7,463.58
400206080	Rhonda Coon Ricky Coon	Misc Tracts 10-11-9 PT W ½ NW ¼ .46 Ac	\$7,463.58
400214059	Gary Ummel Estel Ummel	Lot 2, TLST Spiehs Subdivision	\$7,463.58
400205939	Timothy S Grudzinski Cassandra L Grudzinski	Misc Tracts 10-11-9 W ½ of PT N 10 A of PT W ½ NW ¼ .50 Ac	\$7,463.58
400205920	Reinier Fernandez Solorzano	Misc Tracts 10-11-9 E ½ of PT N 10 A of PT W ½ NW ¼ .50 Ac	\$7,463.58
400206056	Wesley T Tjaden	Misc Tracts 10-11-9 PT W ½ NW ¼ 1 Ac	\$7,463.58
400205947	Anna Lee Young Life Est B Haycock & B Hardenbroc	Misc Tracts 10-11-9 PT W ½ NW ¼ 1 Ac	\$7,463.58
400206013	JK Investments, LLC	Misc Tracts 10-11-9 PT W ½ NW ¼ 1 Ac	\$7,463.58
400206005	Sergio Urbina Idalia Urbina	Misc Tracts 10-11-9 PT W ½ NW ¼ 1 Ac	\$6,350.82
400205912	Cruz C Ramos, Sr. Minerva M Ramos	Misc Tracts 10-11-9 PT W ½ NW ¼ 1 Ac	\$7,463.58
400205904	Ronald Peter Pfenning	Misc Tracts 10-11-9 PT W ¼ NW ½ 1 Ac	\$7,463.58
400206048	Timothy S Spiehs Lisa M Spiehs	Lot 1, TLST Spiehs Subdivision	\$7,463.58
TOTAL TAP FEES			\$95,913.78

SECTION 2. The special tax shall be paid in full prior to connection to the City's sanitary sewer collection system.

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

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Sewer Tap Fee Fund" for Sanitary Sewer District No. 537T.

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

ORDINANCE NO. 9581 (Cont.)

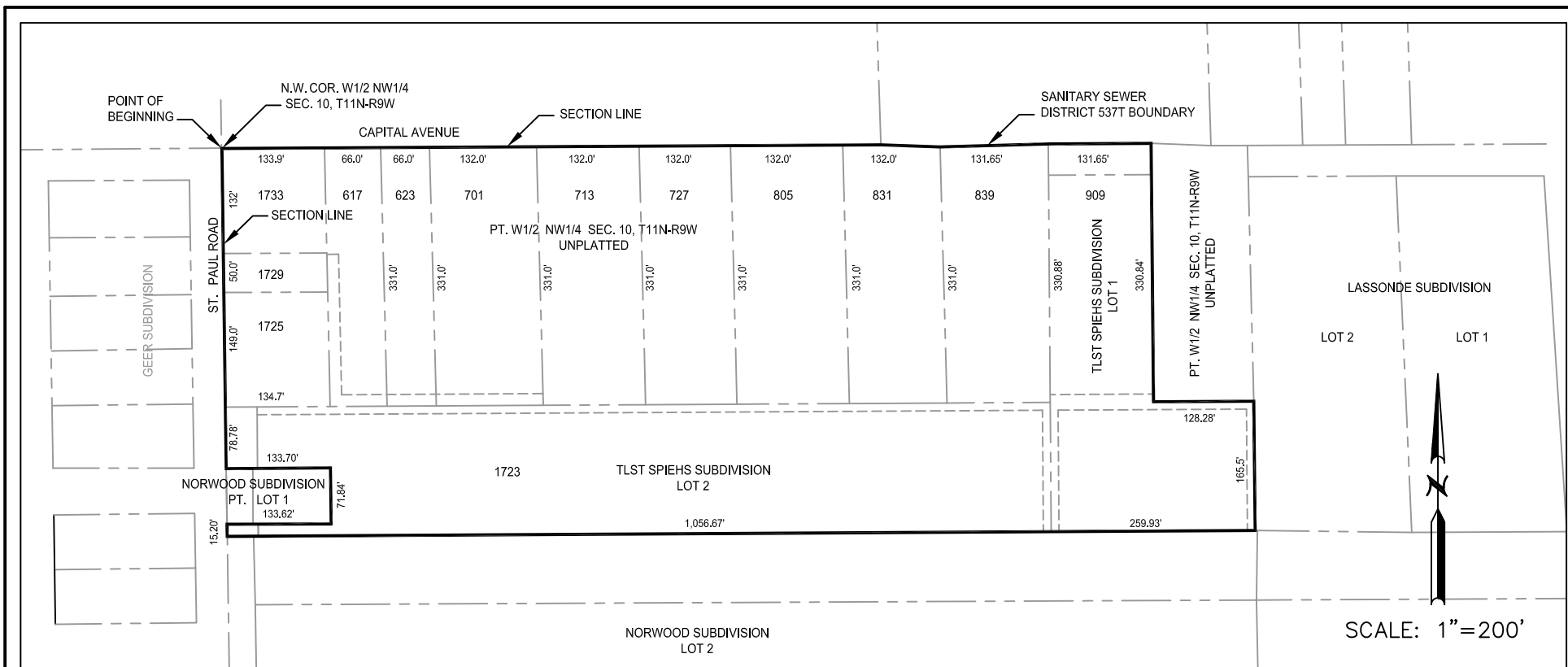
SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: April 12, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



A Sanitary Sewer Tap District comprising of Lot One (1) and Lot Two (2), TLST Spiehs Subdivision and part of the North Ten (10) Acres of the West Half of the Northwest Quarter (W1/2NW1/4) all in Section Ten (10), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

Beginning at the Northwest corner of said West Half of the Northwest Quarter (W1/2NW1/4), being the ACTUAL Point of Beginning, running thence East parallel to the South line of the North Ten (10) Acres of the Northwest Quarter (W1/2NW1/4) of said Section Ten (10), One Thousand One Hundred Eighty Nine Feet and Fifty Five Hundredths (1,189.55); running thence South parallel to the West line of the North Ten (10) Acres of the Northwest Quarter (W1/2NW1/4) of said Section Ten (10), Three Hundred Thirty Feet and Eighty Four Hundredths (330.84); running thence East parallel to the North line of the North Ten (10) Acres of the Northwest Quarter (W1/2NW1/4) of said Section Ten (10), One Hundred Twenty Eight Feet and Twenty Eight Hundredths (128.28); running thence South parallel to the West line of the Northwest Quarter (W1/2NW1/4) of said Section Ten (10), One Hundred Sixty Five Feet and Fifty Five Hundredths (165.50), said point being the Southeast (SE) Corner of Lot One (1) TLST Spiehs Subdivision; running thence West parallel to the South line of the North Ten (10) Acres of the Northwest Quarter (W1/2NW1/4) of said Section Ten (10), One Thousand Three Hundred Sixteen Feet and Sixty Hundredths (1,316.60); running thence North parallel to the East line of the Lot One (1) TLST Spiehs Subdivision Fifteen Feet and Twenty Hundredths (15.20); running thence East parallel to the South line of the North Ten (10) Acres of the Northwest Quarter (W1/2NW1/4) of said Section Ten (10), One Hundred Thirty Three Feet and Sixty Two Hundredths (133.62), said point being the Southeast (SE) Corner of Part Lot One (1) Norwood Subdivision; running thence North parallel to the East line of the Lot One (1) TLST Spiehs Subdivision Seventy One Feet and Eighty Four Hundredths (71.84); running thence West parallel to the South line of the North Ten (10) Acres of the Northwest Quarter (W1/2NW1/4) of said Section Ten (10), One Hundred Thirty Three Feet and Seventy Hundredths (133.70); running thence North parallel to the East line of the North Ten (10) Acres of the Northwest Quarter (W1/2NW1/4) of said Section Ten (10), Four Hundred Nine Feet and Seventy Eight Hundredths (409.78); to ACTUAL Point of Beginning.



City of Grand Island

Tuesday, April 12, 2016

Council Session

Item F-3

#9582 - Consideration of Amending Chapter 23 of the Grand Island City Code Relative to the Occupation Tax Oversight Committee

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Attorney

Meeting: April 12, 2016

Subject: Occupation Tax Oversight Committee

Presenter(s): Jerry Janulewicz, City Attorney

Background

In the May 2016 election, the electorate of Grand Island will be voting upon a ballot question to extend the 1.5 percent city occupation tax imposed upon persons and entities engaging in the business of providing food services, drinking places, or restaurants (hereinafter referred to as “Food and Beverage Tax”). The Mayor and City Administration propose that an oversight committee be established by ordinance. The function of the committee would be to advise the public and city officials with regard to the city’s Food and Beverage Tax, confirm that the Food and Beverage Tax revenues are accounted for in the designated special revenue funds and are being expended on eligible projects as provided by city ordinances.

Discussion

The proposed ordinance would establish a five member oversight committee, appointed by the mayor with council approval. The function of the committee would be to advise the public and city officials with regard to the city’s Food and Beverage Tax imposed upon persons and entities engaging in the business of providing food services, drinking places, or restaurants within the City of Grand Island, confirm that the Food and Beverage Tax revenues are accounted for in the designated special revenue funds and are being expended on eligible projects as provided by city ordinances.

Alternatives

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

1. Approve the ordinance.
2. Disapprove or /Deny the ordinance.
3. Modify the ordinance to meet the needs of the City Council.
4. Table the issue.

Recommendation

City Administration recommends that the Council approve the ordinance creating the Occupation Tax Oversight Committee.

Sample Motion

Move to approve the Resolution authorizing and approving the ordinance creating the Occupation Tax Oversight Committee.

ORDINANCE NO. 9582

An ordinance to amend Chapter 23 of the Grand Island City Code; to add Chapter 23, Article VIII, Section 23-80 through Section 23-86 pertaining to Occupation Tax Oversight Committee; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Article VIII, Section 23-80 through Section 23-86 is hereby added to Chapter 23 of the Grand Island City Code to read as follows:

ARTICLE VIII
OCCUPATION TAX OVERSIGHT COMMITTEE

§23-80. Occupation Tax Oversight Committee; Creation; Duties; and Composition.

There is hereby created in and for the city an Occupation Tax Oversight Committee (“the Committee”). The Committee will be responsible for reviewing the revenues and expenditures of the city’s occupation tax imposed upon persons and entities engaging in the business of providing food services, drinking places, or restaurants (hereinafter referred to as “Food and Beverage Tax”). The Committee shall advise the public and city officials with regard to the city’s Food and Beverage Tax, and shall confirm that the Food and Beverage Tax revenues are accounted for in the designated special revenue funds and are being expended on eligible projects as provided by city ordinances. The Committee shall be composed of five (5) members who shall be registered voters of the City of Grand Island. Three (3) members shall constitute a quorum. The members shall be appointed by the Mayor subject to the approval of the City Council.

§23-81. Committee Members; Terms.

When the Committee is first appointed, one (1) of its members shall be appointed for a term of one (1) year, two (2) members for a term of two (2) years, and two (2) members for a term of three (3) years, and thereafter all regular terms shall be four (4) years. No member of the Committee shall serve more than two (2) consecutive terms but may, however, be reappointed after a lapse of one (1) year.

§23-82. Ineligible Individuals.

No member of the Committee shall be an elected or appointed city official or an employee of the city.

Approved as to Form	□ _____
April 8, 2016	□ City Attorney

ORDINANCE NO. 9582 (Cont.)

§23-83. Meetings.

The Committee shall hold regular meetings at least semi-annually in March and September and may hold special meetings as necessary to review the Food and Beverage Tax program of the city and to advise the governing body of the city with regard to the program. Special meetings of the Committee shall be held whenever called by the chairperson of the Committee or a majority of Committee members. Each September, or more often as deemed appropriate by the Committee, the Committee shall provide a written report to the governing body on its findings and suggestions.

§23-84. Officers.

The Committee shall elect its chairperson from its members and shall create and fill such other offices as it may determine. The term of the chairperson shall be two (2) years, with eligibility for reelection.

§23-85. Committee Vacancies; Removal.

Vacancies occurring in the membership of the Committee shall be filled by the Mayor, by and with the approval of the City Council for the remainder of the term. Any member of the Committee may be removed from office by the Mayor, subject to approval of the Council.

§23-86. Administration.

The City Finance Director or his/her designated representative shall be an ex-officio member of the Committee, and shall be responsible for assisting the Committee, providing it with necessary information and advice, and for providing financial information to the Committee.

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

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

Enacted: April 12, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 12, 2016

Council Session

Item G-1

Approving Minutes of March 22, 2016 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

March 22, 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 22, 2016. Notice of the meeting was given in *The Grand Island Independent* on March 16, 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, Julie Hehnke, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Finance Director Renae Griffiths, City Attorney Jerry Janulewicz, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council member Makayla Morgan.

INVOCATION was given by Pastor Mark Oberbeck, Northridge Assembly of God, 3025 Independence Avenue followed by the PLEDGE OF ALLEGIANCE.

PUBLIC HEARINGS:

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). Regional Planning Department Director Chad Nabity reported that Wing Properties, the owner of the Williamsons Furniture Building, had submitted a proposed amendment to the redevelopment plan that would provide for renovation and redevelopment of this property for commercial residential uses. Staff recommended approval. No public testimony was heard.

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.). Regional Planning Department Director Chad Nabity reported that Pump and Pantry, Inc. had made an offer on and intended to purchase property at 106 South Webb Road along with an application for Tax Increment Financing to aid in the construction of a new Pump and Pantry Store. Staff recommended approval. Brandi Bosselman and Gus Patsios, 3123 Stolley Park Road, Suite A representing Pump and Pantry spoke in support. No further public testimony was heard.

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). Regional Planning Director Chad Nabity reported that a request had been received from Paul Mader to rezone property proposed for platting as Maderville Subdivision located at the south end of Hillside Drive, east of Engleman Road from TA - Transitional Agriculture to LLR – Large Lot Residential. Staff recommended approval. Barb Doering, 3565 Hillside Drive spoke in opposition. Ron Depue, 308 North Locust Street spoke in support. No further public testimony was heard.

Public Hearing on Section 5311 Operating Assistance Application Regarding Transit Services. Regional Planning Director Chad Nabity gave a brief history of the 5311 Rural Transit Funding. The City needed to prepare for the management of the transit service through Section 5307 funding. This would allow the City to be the direct recipient of such funding, which is approved through the Metropolitan Planning Organization (MPO), from the Federal Government. LexAnn Roach representing the Crisis Center, Karen Rathke representing the Heartland United Way, and Ron Depue, 308 No. Locust Street spoke in support. No further public testimony was heard.

Public Hearing on Development of 2017-2019 Consolidated Plan Including Fiscal Year 2017 Action Plan for CDBG Activities. Community Development Specialist Charley Falmlen gave a PowerPoint presentation on the 2017-2019 Consolidated Action Plan for CDBG Activities. 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 would be funded in the following fiscal year. Staff recommended approval. No public testimony was heard.

Public Hearing on Progress of Current CDBG Activities. Community Development Specialist Charley Falmlen gave a PowerPoint presentation of the five active Community Development Block Grants (CDBG). The State required 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. 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:

#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)

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

Motion by Pdaulick, second by Minton to approve Ordinance #9579.

City Clerk: Ordinance #9579 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 #9579 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 #9579 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda items G-3 and G-11 (Resolution #2016-63) were pulled from the agenda for further discussion. Motion by Donaldson, second by Fitzke to approve the Consent Agenda excluding items G-3 and G-11. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of March 8, 2016 City Council Regular Meeting.

Approving Minutes of March 15, 2016 City Council Study Session.

Approving Appointment of Krae Dutoit to the Community Redevelopment Authority (CRA) Board. Mayor Jensen stated Mr. Dutoit was the president of the Gary Thompson Insurance Agency and would be an asset to the CRA board. He would fill the vacancy created by Barry Sandstrom who retired.

Motion by Nickerson, second by Haase to approve the appoint of Krae Dutoit to the CRA board. Upon roll call vote, all voted aye. Motion adopted.

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.

#2016-57 - Approving Final Plat and Subdivision Agreement for Hayman's Second Subdivision. It was noted that Handlers Land, LLC, owner, had submitted the Final Plat and Subdivision Agreement for Hayman's Second Subdivision for the purpose of creating 2 lots located east of North Road and south of Stolley Park Road consisting of 4.75 acres.

#2016-58 - Approving Final Plat and Subdivision Agreement for Maderville Estates Subdivision. It was noted that Paul Mader, owner, had submitted the Final Plat and Subdivision Agreement for Maderville Estates Subdivision for the purpose of creating 2 lots located east of Engleman Road and south of Husker Highway consisting of 4.44 acres.

#2016-59 - Approving Final Plat and Subdivision Agreement for Thomas Second Subdivision. It was noted that Tommy Ummel, Sr., owner, had submitted the Final Plat and Subdivision Agreement for Thomas Second Subdivision for the purpose of creating 2 lots located west of Sky Park Road and south of Capital Avenue consisting of 2.751 acres.

#2016-60 - Approving Purchase of Dell Tablets for Police Fleet Computers from State Contract #14252 OC for an Amount of \$34,739.40.

#2016-61 - Approving Bid Award for One (1) 2017 Wastewater Belt Trailer for the Wastewater Division of the Public Works Department with GI Trailer of Grand Island, NE in an Amount of \$78,623.00.

#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 with Hansen International Truck of Grand Island, NE in an Amount of \$113,938.00.

#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. Police Chief Steve Lamken

answered questions regarding Police support for races like these. He stated they charge for these events for the additional resources required.

Motion by Nickerson, second by Minton to approve Resolution #2016-63. Upon roll call vote, all voted aye. Motion adopted.

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

#2016-65 - Approving Lease Purchase of a New Motor Grader from Murphy Tractor of Grand Island, NE for the Streets Division of the Public Works Department with John Deere Finance for (5) Annual Payments of \$45,723.02.

#2016-66 - Approving Interlocal Agreement with the Hall County Airport Authority for On-Site Security.

#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 in an Amount of \$1,000.00.

#2016-68 - Approving Continuing Disclosure Agreement and Certificate of Participant Agreement with Omaha Public Power District for 2016 Series A Bonds.

#2016-69 - Approving Execution of Prairie Breeze Power Purchase Agreement Estoppel.

#2016-70 - Approving Municipal Advisory Services Agreement with Municipal Capital Advisors LLC in an Amount of \$5,000.00 Annually.

#2016-71 - Approving Agreements with Union Bank & Trust Company for Fire Pension Plan.

#2016-72 - Approving Agreements with Union Bank & Trust Company for Police Pension Plan.

REQUESTS AND REFERRALS:

Consideration of Review of Conditions for Hooker Bros. Sand & Gravel, Inc. Operating a Sand and Gravel Pumping Facility at 501 South Gunbarrel Road. Building Department Director Craig Lewis reported that the Council approved the continued operation of the sand and gravel facility located at 501 South Gunbarrel Road 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. Discussed were use, closure, and primary conditions. Included was the height of stored product and prescribed setback.

Discussion was held regarding changes to the current operation. Mr. Lewis stated this did not change what they were doing now.

Motion by Donaldson, second by Haase to approve the review of conditions for Hooker Bros. Sand & Gravel, Inc. operating a sand a gravel pumping facility at 501 South Gunbarrel Road with the changes. Upon roll call vote, all voted aye. Motion adopted.

Consideration of Request to Modify Conditions for Fonner-State Fair RV Park at 915 E. Fonner Park Road. Building Department Director Craig Lewis reported that this request was to modify the conditions established for the RV Park which was approved on June 8, 2010. As the Park has developed into a site available to accommodate both Fonner racing and the State Fair, the following three modifications were needed:

- The 90 day time limit is inadequate to facilitate Fonner Park needs and it was recommended to extend the length of time to 180 days.
- 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.
- Because of the season for Fonner racing, skirting of the camper trailers was desired, any skirting provided shall be noncombustible.

Discussion was held regarding the RV Park on the south side of the property. Mr. Lewis stated this would likely go away or the State Fair would modify the spaces for State Fair vendors.

Motion by Haase, second by Stelk to approve the modifications as presented by staff. Upon roll call vote, all voted aye. Motion adopted.

Consideration of Review of Section 5311 Operating Assistance Application Regarding Transit Services. This item related to the aforementioned Public Hearing. Discussion was held regarding the funding of \$700,000 which required a match. These monies would be used for the Hall County Handy Bus. No action was required by Council.

Consideration of Review of Development of 2017-2019 Consolidated Plan Including Fiscal Year 2017 Action Plan for CDBG Activities. This item related to the aforementioned Public Hearing. Discussion was held regarding how the funds would be distributed. Ms. Falmlen stated housing would be a priority. No action was required by Council.

Consideration of Review of Public Hearing on Progress of Current CDBG Activities. This item related to the aforementioned Public Hearing. No action was required by Council.

RESOLUTIONS:

#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 related to the aforementioned Public Hearing.

Motion by Haase, second by Stelk to approve Resolution #2016-73. Upon roll call vote, all voted aye. Motion adopted.

#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 related to the aforementioned Public Hearing. Location was mentioned as a concern because of the traffic in this area. Mentioned was whether this project was a public benefit.

Motion by Nickerson, second by Minton to approve Resolution #2016-74. Upon roll call vote, Councilmembers Paulick, Minton, Fitzke, Donaldson, Hehnke, Haase, Jones, Stelk, and Nickerson voted aye. Councilmember Steele voted no. Motion adopted.

#2016-75 – Consideration of Approving Transfer of Central Nebraska Veterans Home Land and Buildings to the City. City Attorney Jerry Janulewicz reported that the State had 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. Upon acquisition of the Phase I property, city staff proposed that the agricultural property be leased for the 2016 crop season through the city's current farm lease manager and management program.

It was mentioned that Phase II would take some time and that it would come back to council for more discussion. Mayor Jensen stated this was a journey which would take several years and that there would be public comment.

Motion by Donaldson, second by Haase to approve Resolution #2016-75. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Hehnke, second by Donaldson to approve the Claims for the period of March 9, 2016 through March 22, 2016 for a total amount of \$4,242,240.97. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 8:29 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, April 12, 2016

Council Session

Item G-2

#2016-76 - Approving the Request from Burtibang, LLC dba Royal Indian Cuisine, 3337 West State Street for a Class “C” Liquor License and Liquor Manager Designation for Lok Chhantyal, 1113 College Street

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

Staff Contact: RaNae Edwards

RESOLUTION 2016-76

WHEREAS, an application was filed by Burtibang, LLC doing business as Royal Indian Cuisine, 3337 West State Street for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on April 2, 2016; such publication cost being \$16.77; and

WHEREAS, a public hearing was held on April 12, 2016 for the purpose of discussing such liquor license application.

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

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

_____ The City of Grand Island hereby recommends approval of Lok Chhantyal, 1113 College Street as liquor manager of such business contingent upon completion of a state approved alcohol server/seller training program..

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
April 8, 2016	<input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, April 12, 2016

Council Session

Item G-3

#2016-77 - Approving Bid Award - Rogers Reservoir I Interior Painting

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: April 12, 2016

Subject: Rogers Reservoir I Interior Painting

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

Background

The Utilities Department utilizes several large, steel storage tanks for storage of potable water. Being of steel construction, periodic painting of the surfaces of these tanks is required as routine maintenance. The tanks are coated with specialized painting systems to prevent corrosion of the steel shells and the tank support structures, and are regularly inspected for the condition of paint coatings and metal surfaces.

During inspections last year, the Rogers Reservoir 1 showed significant deterioration of the interior surface. It is one of two storage tanks for the Rogers Pumping Station, used as part of the City's municipal water system. This three million gallon water storage tank is located at the intersection of Old Potash Highway and North Road. Plant staff developed bid specifications for the repainting of the tank interior, which included sandblasting of the surfaces to bare metal and painting with the appropriate coating systems.

Discussion

Specifications for the Rogers Reservoir 1 Interior Painting were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on March 24, 2016. The engineer's estimate for this project was \$350,000.00.

Bidder	Bid Price
M & M Tank Coating Company Greeley, Colorado	\$249,100.25
Allen Blasting & Coating, Inc. Burlington, Iowa	\$292,813.00
Integrity Tank Services, LLC Henderson, Kentucky	\$319,950.00
MMI Tank & Industrial Services, Inc. Phoenix, Arizona	\$393,718.00

Bidder	Bid Price
Lindner Painting, Inc. Lincoln, Nebraska	\$394,700.00
Maguire Iron, Inc., Sioux Falls, South Dakota	\$415,000.00
J.R. Stelzer Company Lincoln, Nebraska	\$463,055.00
TMI Coatings, Inc., St. Paul, Minnesota	\$474,000.00
Hartman Walsh Painting Company St. Louis, Missouri	\$677,500.00

The bids were reviewed by Utility Engineering staff. The bid from M&M Tank Coating does not meet the minimum specification requirements, as they proposed a coating system that does not meet the ANSI/NSF Standard 61 for potable water if applied at the 22.5 mils minimum dry film thickness specified for stripe coat areas. All other bids were in compliance with the specifications and had no exceptions. The bid from Allen Blasting & Coating, Inc., is compliant with specifications and less than the engineer's estimate.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the bid to Allen Blasting & Coating, Inc., of Weaver, Iowa, as the low responsive bidder, with the bid in the amount of \$292,813.00.

Sample Motion

Move to approve the bid in the amount of \$292,813.00 from Allen Blasting & Coating, Inc., for the Rogers Reservoir I Interior Painting.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: March 24, 2016 at 2:00 p.m.
FOR: Rogers Reservoir 1 Interior Painting
DEPARTMENT: Utilities
ESTIMATE: \$350,000.00
FUND/ACCOUNT: 525
PUBLICATION DATE: March 8, 2016
NO. POTENTIAL BIDDERS: 8

SUMMARY

Bidder:	<u>Maguire Iron, Inc.</u> Sioux Falls, SD	<u>TMI Coatings, Inc.</u> St. Paul, MN
Bid Security:	Great American Ins. Co.	North American Specialty Ins. Co.
Exceptions:	None	None

Bid Price:		
Material:	\$ 82,000.00	\$120,000.00
Labor:	\$327,260.00	\$338,000.00
Sales Tax:	<u>\$ 5,740.00</u>	<u>\$ 16,000.00</u>
Total Bid:	\$415,000.00	\$474,000.00

Bidder:	<u>Hartman Walsh Painting Co.</u> St. Louis, MO	<u>Allen Blasting & Coating, Inc.</u> Wever, IA
Bid Security:	Travelers Casualty & Surety Co.	United Fire & Casualty Co.
Exceptions:	Noted	None

Bid Price:		
Material:	\$108,500.00	\$121,585.71
Labor:	\$561,400.00	\$162,716.29
Sales Tax:	<u>\$ 7,600.00</u>	<u>\$ 8,511.00</u>
Total Bid:	\$677,500.00	\$292,813.00

Bidder:	<u>Lindner Painting, Inc.</u>	<u>J.R. Stelzer Co.</u>
	Lincoln, NE	Lincoln, NE
Bid Security:	Merchants Bonding Co.	Merchants Bonding Co.
Exceptions:	None	None

Bid Price:		
Material:	\$ 69,700.00	\$110,000.00
Labor:	\$320,121.00	\$345,355.00
Sales Tax:	\$ 4,879.00	\$ 7,700.00
Total Bid:	\$394,700.00	\$463,055.00

Bidder:	<u>MMI Tank & Industrial Services</u>	<u>Integrity Tank Service, LLC</u>
	Phoenix, AZ	Henderson, KY
Bid Security:	Berkley Insurance Co.	Allied World Specialty Ins. Co.
Exceptions:	None	None

Bid Price:		
Material:	\$ 67,600.00	\$136,536.00
Labor:	\$322,400.00	\$173,857.00
Sales Tax:	\$ 3,718.00	\$ 9,557.00
Total Bid:	\$393,718.00	\$319,950.00

Bidder:	<u>M & M Tank Coating Co.</u>
	Greeley, CO
Bid Security:	Bankers Insurance Co.
Exceptions:	None

Bid Price:	
Material:	\$ 89,375.00
Labor:	\$153,469.00
Sales Tax:	\$ 6,256.25
Total Bid:	\$249,100.25

cc: Tim Luchsinger, Utilities Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent
Larry Keown, Burdick Plant Supt.

Pat Gericke, Utilities Admin. Assist.
Renae Griffiths, Finance Director
Karen Nagel, Utilities Secretary

P1875

RESOLUTION 2016-77

WHEREAS, the City of Grand Island invited sealed bids for Rogers Reservoir I Interior Painting according to plans and specifications on file with the Utilities Department; and

WHEREAS, on March 24, 2016, bids were received, opened and reviewed; and

WHEREAS, Allen Blasting & Coating, Inc., of Burlington, Iowa, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$292,813.00; and

WHEREAS, the bid of Allen Blasting & Coating, Inc., is less than the estimate for Rogers Reservoir I Interior Painting.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Allen Blasting & Coating, Inc., in the amount of \$292,813.00, for Rogers Reservoir I Interior Painting, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
April 8, 2016	▣ City Attorney



City of Grand Island

Tuesday, April 12, 2016

Council Session

Item G-4

#2016-78 - Approving Purchase of a 2016 Ford F-150 for the Utilities Department, Water Division (#90) from the State Bid Contract #14365 OC

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: April 12, 2016

Subject: Approving State Bid Contract #14365 OC for a 2016
Truck – Water Division – Unit #90

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Utilities Department, Water Division, has a 2002 truck (Unit #90) with 83,314 miles. This vehicle is due to be replaced based upon its condition and the Utilities Department current vehicle replacement schedule.

Discussion

The vehicle specifications awarded under State of Nebraska Contract #14365 OC meet all of the requirements for the Water Division vehicle. Anderson Auto Group of Lincoln, Nebraska, submitted a bid with no exceptions in the amount of \$27,763.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of a 2016 Ford F-150 (Unit #90) for the Utilities Department, Water Division, under State of Nebraska Contract #14365 OC, in the amount of \$27,763.00.

Sample Motion

Move to approve the purchase of a 2016 Ford F-150 Truck (Unit #90) for the Utilities Department, Water Division, in the amount of \$27,763.00.

RESOLUTION 2016-78

WHEREAS, the Water Division of the Utilities Department for the City of Grand Island, budgeted for a replacement vehicle (Unit #90) in the 2015/2016 fiscal year; and

WHEREAS, said vehicle, a 2016 Ford F-150 Truck can be obtained from the State Contract holder; and

WHEREAS, the State Contract holder for this vehicle, Anderson Auto Group of Lincoln, Nebraska, came in with the low bid in the amount of \$27,763.00 without exceptions; and

WHEREAS, purchasing the vehicle from the State Contract #14365 OC meets all statutory bidding requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, the purchase of a new truck for the Water Division (Unit #90) under State Contract #14365 OC from Anderson Auto Group, of Lincoln, Nebraska, in the amount of \$27,763.00, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 8, 2016	☐ City Attorney



City of Grand Island

Tuesday, April 12, 2016

Council Session

Item G-5

#2016-79 - Approving Purchase of a 2016 Ford F-250 for the Utilities Department, Water Division (#924), from the State Bid Contract #14333 OC

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: April 12, 2016

Subject: Approving State Bid Contract #14333 OC for a 2016
Truck – Water Division – Unit #924

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Utilities Department, Water Division, has a 1997 truck (Unit #924) with 113,929 miles. This vehicle is due to be replaced based upon its condition and the Utilities Department current vehicle replacement schedule.

Discussion

The vehicle specifications awarded under State of Nebraska Contract #14333 OC meet all of the requirements for the Water Division vehicle. Anderson Auto Group of Lincoln, Nebraska, submitted a bid with no exceptions in the amount of \$28,401.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of a 2016 Ford F-250 (Unit #924) for the Utilities Department, Water Division, under State of Nebraska Contract #14333 OC, in the amount of \$28,401.00.

Sample Motion

Move to approve the purchase of a 2016 Ford F-250 Truck (Unit #924) for the Utilities Department, Water Division, in the amount of \$28,401.00.

RESOLUTION 2016-79

WHEREAS, the Water Division of the Utilities Department for the City of Grand Island, budgeted for a replacement vehicle (Unit #924) in the 2015/2016 fiscal year; and

WHEREAS, said vehicle, a 2016 Ford F-250 Truck can be obtained from the State Contract holder; and

WHEREAS, the State Contract holder for this vehicle, Anderson Auto Group of Lincoln, Nebraska, came in with the low bid in the amount of \$28,401.00 without exceptions; and

WHEREAS, purchasing the vehicle from the State Contract #14333 OC meets all statutory bidding requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, the purchase of a new truck for the Water Division (Unit #924) under State Contract #14333 OC from Anderson Auto Group, of Lincoln, Nebraska, in the amount of \$28,401.00, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
April 8, 2016	▣ City Attorney



City of Grand Island

Tuesday, April 12, 2016

Council Session

Item G-6

#2016-80 - Approving GeoComm 911 GIS Maintenance Contract Renewal

Staff Contact: Jon Rosenlund

Council Agenda Memo

From: Jon Rosenlund, Director of Emergency Management

Meeting: April 12, 2016

Subject: GeoComm GIS Maintenance Contract Renewal

Presenter(s): Jon Rosenlund, Director of Emergency Management

Background

The Emergency Management Department contracts with GeoComm for 911 phone system data maintenance that corresponds to the 911 mapping system used in the Emergency Center. Council is presented with the renewal of this contract and requested approval for the Director to sign that contract on behalf of the Department.

Discussion

The Emergency Management Department contracts with GeoComm for 911 phone system data maintenance that corresponds to the 911 mapping system used in the Emergency Center. This contract is for five years and paid annually. Total cost of the contract is \$35,962.00, which is the result of 5 annual payments ranging from \$6,773.00 in 2016 to \$7,839.00 in 2020. Services rendered through this contract include the management of the Master Street Address Guide (MSAG) and Automatic Location Identification (ALI) used to properly map 911 calls. The regular maintenance of this data is required for proper 911 location services. Costs for this service are paid through the 911 Landline Surcharge collected by Hall County and deposited in the 215 Fund within the City for 911 expenses.

Council is presented with the renewal of this contract and requested approval for the Director to sign that contract on behalf of the Emergency Management Department.

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 this contract.

Sample Motion

Move to approve the GeoComm GIS Maintenance Contract.

GIS Data Maintenance Agreement

This Maintenance Agreement ("the Agreement") is made by and between **Hall County** ("the Customer"), organized under the laws of the State of Nebraska and **Geo-Comm, Inc.** ("GeoComm") a Minnesota corporation with its principal offices at 601 West St. Germain Street, St. Cloud, MN, 56301.

In this agreement the party who is contracting to receive the professional services shall be referred to as "the Customer," and the party who will be providing the services shall be referred to as "GeoComm."

GeoComm has an established background in communications engineering, geographic information systems development, cartography, software development and professional project management and is willing to provide those services to the Customer based on this background. The Customer desires to have services provided by GeoComm.

Therefore, the parties agree as follows:

Section 1 - Description of Service and Limitations of Exhibits

Beginning upon contract signing, GeoComm will provide the goods and services (collectively the Services) described in Exhibit A and attached and incorporated herein by reference, and shall be referred to as "the Exhibits." The Services are further explained in the Exhibits and include, without limitation, explanation concerning the following:

- GIS Data Maintenance Services (Five Years)

Section 2 - Payment

The Customer shall pay a fee to GeoComm of **\$35,962.00** for five years services as described in the Exhibits and provided under this agreement by GeoComm. The Customer agrees to pay GeoComm annually as follows:

\$6,773.00 to be invoiced May 1, 2016
\$6,773.00 to be invoiced May 1, 2017
\$7,111.00 to be invoiced May 1, 2018
\$7,466.00 to be invoiced May 1, 2019
\$7,839.00 to be invoiced May 1, 2020

Services under this agreement will be provided from **May 1, 2016 through April 30, 2021.**

Section 3 - Termination

Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement for violation of the material terms of this Agreement and failure to cure any deficiency within a reasonable time after notice thereof. In the event of termination for just cause by the Customer, GeoComm shall refund all amounts received to that point. In the event of termination for just cause by GeoComm, the Customer shall forfeit any funds paid and return any software and hardware received.

Section 4 - Relationship of Parties

The parties understand that GeoComm is an independent contractor and not an employee of the Customer.

Section 5 - Disclosure

GeoComm is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of the Customer. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any activity that GeoComm may be involved with, on behalf of the Customer.

Section 6 - Employees

GeoComm's employees and agents, if any, who perform services for the Customer under this Agreement, shall also be bound by the provisions of this agreement.

Section 7 - Injuries

GeoComm acknowledges its obligation to obtain appropriate insurance coverage for the benefit of GeoComm and its employees. GeoComm waives any rights to recover damages from the Customer for any injuries that GeoComm and/or its employees may sustain while performing services under this agreement and that are a result of the negligence of GeoComm or its employees or agents.

Section 8 - Indemnification

GeoComm agrees to indemnify and hold the Customer harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Customer that result from the acts or omissions of GeoComm and/or its employees or agents.

Section 9 - Insurance

GeoComm shall obtain comprehensive general liability and workers compensation insurance for both personal injury and property damage with limits no less than those required under Customer State law. All policies shall not be cancelled, materially changed, or not renewed without thirty days prior notice thereof to the Customer. Minimum limits for GeoComm liability insurance shall be in the amount of \$1,000,000.00 for any number of claims arising out a single occurrence under a single limit or combined limit or excess umbrella general liability insurance policy. GeoComm shall additionally obtain Worker's Compensation Insurance extending coverage to all its employees.

Section 10 - Data Confidentiality

GeoComm agrees to review, examine, inspect or obtain Customer data only for the purposes described in this agreement, and to at all times hold such information confidential. The obligation to protect the confidentiality of confidential information disclosed to the other party shall extend for a period of five (5) years following disclosure and shall survive early termination of this Agreement. All data, whether digital or hard-copy, provided to GeoComm by the Customer shall remain the legal property of the Customer, and shall not be distributed, sold or utilized by GeoComm for any purposes other than those defined in this contract, without the express permission of the Customer.

Section 11 - Nondiscrimination

During the performance of this Agreement, GeoComm agrees that no person shall, on the grounds of any status protected by law, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

Section 12 - Assignment

GeoComm's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Customer, which consent shall not be unreasonably withheld.

Section 13 - Notices

All notices required or permitted under this agreement shall be in writing and shall be deemed delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

Hall County

Jon Rosenlund, Emergency Management Director
100 East First Street, Grand Island, NE 68803
Phone (308) 385-5360 Fax (308) 385-5378 E-mail jonr@grand-island.com

GeoComm

Shirley Simon, Contracts Manager
601 West St. Germain Street, St. Cloud, MN 56301
Phone (320) 281-2168 Fax (320) 240-2389 E-mail ssimon@geo-comm.com

Section 14 - Entire Agreement

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

Section 15 - Amendment

This Agreement may not be modified or amended unless the amendment is made in writing and is signed by both parties.

Section 16 - Ownership

It is agreed by and between the parties that all products created as a result of this contract will be the sole property of the Customer. With the exception of GeoComm's proprietary software products, all products created and delivered under this agreement may be used, altered and distributed at the Customer's discretion.

Section 17 - Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Section 18 - Laws to Be Observed

GeoComm shall keep fully informed of all Federal and state laws; all regulations pertaining to the Occupational and Safety Hazards Act (OSHA); all local laws, ordinances and regulations; and all orders and decrees of bodies and tribunals having any jurisdiction or authority, which in any manner affect the conduct of work.

Section 19 - Applicable Law

If there is any dispute concerning this agreement, the laws of the state of Nebraska apply. Proper venue and jurisdiction for all lawsuits, claims, disputes, and other matters in questions between the parties to this agreement or any breach thereof shall be in the courts of the state of Nebraska.

For Hall County

By:

Date:

Signature/Title

For GeoComm

By:

Date:

Heather Hoskins

3-23-16

Heather Hoskins/Controller

GeoComm will provide Hall County, Nebraska with the following maintenance services:

- ☒ Digital Map Updates (wireline)
- ☒ Digital Map Updates (wireless)
- ☒ Master Street Address Guide (MSAG) and 9-1-1 Database Updates

GIS map data maintenance (wireline layers)

GeoComm will use hard copy, digital resources, MSAG, and ALI databases provided by Hall County to update the map data layers for plotting wireline 9-1-1 calls. As needed, GeoComm will:

- Update the road centerline layer with additions, deletions, and corrections
- Update the Emergency Service Zones (ESZ) layer, as well as associated law, fire, and medical boundary layers when updates are requested
- Update the community boundary layer when there are annexations
- Update other existing additional layer(s) (if available) (e.g. railways, water features, hazardous sites, etc.)
- Complete regular and proactive quality control on all map layers used for wireline 9-1-1 call plotting
- Upload data to Nebraska Public Services Commission (PSC) Data Repository
- Provision updated map data to GeoLynx

Notes: If requested, GeoComm can provide Hall County with up to two hardcopy maps, no larger than 36" x 36", per annual agreement. Additional charges may apply if custom labeling or annotation layer development is required.

Deliverables

- Updated map data layers provided as frequently as monthly for use in your public safety software mapping systems
- Updated map data layers uploaded to the Nebraska PSC Data Repository as frequent as quarterly
- Synchronization comparison results between the ALI database, MSAG, and GIS that are determined from the comparison completed as frequently as quarterly

Phase I wireless layers maintenance

GeoComm will update the wireless sector/omni coverage and tower layers based on hard copy or digital resources provided by Hall County for plotting wireless 9-1-1 calls. As needed, GeoComm will:

- Add new sector or omni coverages
- Attribute new sector or omni coverages with unique ID, sector ID, sector number, wireless company name, and radius
- Update sector or omni coverage attributes with current wireless information
- Change omni coverages to sectors
- Change sector orientation of cellular coverages
- Change sector or omni coverage radius
- Add new tower locations
- Complete regular and proactive quality control on all map layers used for wireless Phase I 9-1-1 call plotting

- Review quarterly wireless spreadsheet from the Nebraska PSC and update the wireless Phase I sector layer as needed for each county. This may include adding or removing wireless sectors, updating wireless Phase I unique IDs, or adjusting sector orientation
- Report potential wireless data errors to the Nebraska PSC if found in the quarterly wireless spreadsheet that is compiled from wireless providers
- Provision the updated layer to GeoLynx

The following essential resources must be provided when updates to the wireless sector/omni coverage layer are requested to ensure a complete and accurate updates.

- Coverage maps from each wireless provider
- Call logs from the GeoLynx dispatch mapping software
- Wireless routing sheets from each wireless provider which include:
 - Latitude/Longitude coordinates of the tower
 - Coverage Type: Omni or Sectorized. If the tower is sectorized provide azimuth/orientation and sector bandwidth
 - Unique ID
 - Sector ID
 - Sector Number
 - Wireless Company Name
 - Radius

Deliverables

- Updated wireless sector/omni coverage and tower layers provided as frequently as monthly for use in the customer's public safety software mapping systems.
- If GeoLynx software is in place, as frequently as monthly, GeoComm will compare call log information to the existing layers and subsequently update the data as needed.

MSAG maintenance and ALI Database Support

GeoComm updates and manages Hall County's MSAG based on provided resources to ensure ongoing synchronization with the county's GIS map data and ALI database. As needed, GeoComm will:

- Submit MSAG updates to Hall County's database provider when new roads are added, roads are changed, roads are deleted, ESZs are changed
- Assist in the resolution of MSAG discrepancies, as provided by the database provider (overlaps with other MSAG entries)
- Assist in the resolution of inconsistencies between the MSAG and map data
- Assist in the resolution of ALI database records that do not match the MSAG
- Request new Emergency Service Numbers (ESNs) from the database provider when new ESZs are created

Synchronization of the Hall County MSAG, ALI database, and GIS map data is crucial in a 9-1-1 environment. GeoComm will also complete periodic reviews of these three elements to ensure they are synchronized. The customer must provide the MSAG and ALI databases in order for GeoComm to complete these reviews. If needed, GeoComm will make any updates to the GIS map data and MSAG and recommend changes to the ALI database based on these reviews to increase synchronization levels.

Note: No more than four comparisons of the MSAG, ALI database, and GIS map data will be completed in one calendar year.

Deliverables

- MSAG updates submitted to your database provider as changes are needed.
- Synchronization comparison results between the ALI database, MSAG, and GIS that are determined from the comparison completed as frequently as quarterly.
- Recommended updates submitted to your database provider, as needed.
- Make GIS map data updates, as needed.

GeoComm reserves the right to revise the scope of work and pricing as new requirements emerge from the state of Nebraska's NG9-1-1 project.

Contact **GIS Maintenance Bureau** for assistance with your GIS maintenance needs

Phone 1.844.282.4507

Email gis@geo-comm.com

RESOLUTION 2016-80

WHEREAS, the Grand Island Emergency Center receives and dispatches for emergency 911 services for Hall County; and

WHEREAS, the current contract with GeoComm for maintenance of GIS data such as MSAG and ALI is about to expire; and

WHEREAS, accurate GIS data such as MSAG and ALI is vital to accurately locate and display 911 calls in Hall County.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to authorize the Director of Emergency Management to renew the GeoComm GIS Maintenance Contract for services provided from May 1, 2016 to April 20, 2021.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
April 8, 2016	▣ City Attorney



City of Grand Island

Tuesday, April 12, 2016

Council Session

Item G-7

#2016-81 - Approving High Intensity Drug Trafficking Area (HIDTA) Grant Funding

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: April 12, 2016

Subject: Approval of High Intensity Drug Trafficking Area (HIDTA) Grant Funding

Presenter(s): Steven Lamken, Police Chief

Background

The Police Department has been a member of the Central Nebraska Drug and Safe Streets Task Force for several years. The City acts as the fiscal agent for a portion of the funds used by the Task Force to include off site facility maintenance, vehicle leases and operational funds. The 2016 HIDTA award, 16HD06, is for \$54,992.00 and does not require matching funds. Acceptance of the award will provide funding needed for the operations of the Task Force.

Discussion

The Grand Island Police Department has been a participating member of the regional HIDTA, Central Nebraska Drug and Safe Streets Task Force for several years. The Task Force serves a valuable role in the investigation and prosecution of drug offenders and violent criminals. The HIDTA designation provides Federal funding for the investigative operations of the Task Force.

The City serves as the fiscal agent for part of the task force funding that supports the operation and maintenance of the offsite facility, vehicle and cell phone use, and operational funds that are used to buy drugs/weapons and pay informants. The 2016 HIDTA award to the Task Force is \$54,992.00. Approval and acceptance of the funding will support the Task Force during the year. The funding does not require a local match.

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 acceptance of the 2016 HIDTA award 16HD06 for \$54,992.00 for the Central Nebraska Drug and Safe Streets Task Force.

Sample Motion

Move to approve acceptance of the 2016 HIDTA award 16HD06 for \$54,992.00 for the Central Nebraska Drug and Safe Streets Task Force.

**NEBRASKA STATE PATROL****CONTRACT/GRANT AWARD****RECIPIENT NAME AND ADDRESS (including zip code)**

Grand Island Police Department
111 Public Safety Drive
Grand Island, NE 68801

AWARD NUMBER

16HD06

PROJECT PERIOD

January 1, 2016 to December 31, 2017

AWARD DATE

March 11, 2016

PROJECT TITLE

Central Nebraska Drug and Safe Streets Task Force

TOTAL FEDERAL AWARD

\$54,992.00

FEDERAL GRANT TITLE

High Intensity Drug Trafficking Area (HIDTA) Initiative

FEDERAL GRANT AWARD NUMBER

G16MW0007A

CFDA NUMBER

95.001

SPECIAL CONDITIONS

The above grant project is approved subject to such conditions or limitations as set forth on the attached page(s).

METHOD OF PAYMENT

Primary method is reimbursement through submission of form NSP 161, Cash Report/Cash Request.

APPROVED BUDGET

Category	Federal	Match	Total
Travel- Administrative	\$700.00	\$0.00	\$700.00
Facilities- Support	\$7,800.00	\$0.00	\$7,800.00
Facilities- Utilities	\$12,000.00	\$0.00	\$12,000.00
Services- Communications- mobile phones & pagers	\$1,200.00	\$0.00	\$1,200.00
Services- Vehicle lease- passenger	\$4,800.00	\$0.00	\$4,800.00
Supplies- Office	\$1,500.00	\$0.00	\$1,500.00
Other- PE/PI/PS	\$26,992.00	\$0.00	\$26,992.00
Total Project Cost	\$54,992.00	\$0.00	\$54,992.00

AGENCY APPROVAL**TYPED NAME AND TITLE OF APPROVING OFFICIAL**

Colonel Brad Rice
Superintendent of Law Enforcement and Public Safety

SIGNATURE OF APPROVING OFFICIAL

State Use Only

Billing Code
16-SP-83Business Unit
64904718

Date Signed

03/16/16

GRANTEE ACCEPTANCE**TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL****SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL**

I read and understand the attached Terms and Special Conditions.

Enter Grantee Employer ID Number (EIN)/Federal Tax ID Number:

Enter Grantee DUN & Bradstreet Number:

Date Signed



NEBRASKA STATE PATROL

AWARD NUMBER 16HD06

AWARD DATE March 11, 2016

SPECIAL CONDITIONS

A. General Terms and Conditions

1. This grant is subject to The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 CFR Part 3603. For this 2016 award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 CFR Parts 66 and 70, as well as those of 2 CFR Parts 215, 220, 225, and 230.

For more information on the Part 200 Uniform Requirements, see <https://cfo.gov/cofar/>. For specific, award related questions, subgrantees should contact the Nebraska State Patrol Grants Division promptly for clarification.

2. This award is subject to the following additional regulations and requirements:
 - 28 CFR Part 69 – "New Restrictions on Lobbying"
 - 2 CFR Part 25 – "Universal Identifier and System of Award Management"
 - Conflict of Interest and Mandatory Disclosure Requirements, set out in #6 of these terms and conditions
3. Audits conducted pursuant to CFR Part 200, Subpart F, "Audit Requirements" must be submitted no later than nine (9) months after the close of the grantee's audited fiscal year. A copy of the audit report and management letter must be sent to:

Grants Division
Nebraska State Patrol
P.O. Box 94907
Lincoln, NE 68509-4907
4. The recipient gives the ONDCP, the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the grant.
5. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its subgrantees, its fiscal agent(s), employees, contractors, as well as state, local and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive office of the President or ONDCP.
6. Conflict of Interest and Mandatory Disclosures

A. Conflict of Interest Requirements

Recipients must disclose in writing any potential conflict of interest to the Nebraska State Patrol. This disclosure must take place immediately.

The ONDCP conflict of interest policies apply to subgrantees and contracts, and are as follows:

- i. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of contracts.
- ii. None of your employees may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to contracts.
- iii. If you have a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a procurement action involving a related organization.

B. Mandatory Disclosure Requirement

As a non-federal entity, you must disclose, in a timely manner, in writing to the Nebraska State Patrol all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII "Award Term and Condition for Recipient Integrity and Performance Matters," are required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM). Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of the deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 "Remedies for Noncompliance".

7. As specified in the HIDTA Program Policy and Budget Guidance, recipient must:
 - a. Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - b. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
 - c. Evaluate and monitor compliance with applicable statutes and regulations, and the terms and conditions of the Federal award.
 - d. Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
 - e. Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or the recipient designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.
8. Subawards are not allowed under this grant award.
9. Subgrantees must comply with the Government-wide suspension and Debarment provision set forth at 2 CFR Part 180.

B. HIDTA Program Specific Terms and Conditions

The following special conditions are incorporated into each award document.

1. This grant is awarded for above program. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance.
2. This award is subject to the requirements in ONDCP's HIDTA Program Policy and Budget Guidance.
3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.
4. The requirements of 28 CFR Part 23, which pertains to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.
5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e., the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6 of the HIDTA Program Policy and Budget Guidance.
6. Property acquired with these HIDTA grant funds is to be used for activities of the Midwest HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, this equipment must be made available to the HIDTA's Executive Board for use by other HIDTA participants.
7. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

C. Payment Basis

1. A request for reimbursement shall be made by using the Nebraska State Patrol Cash Report/Cash Request form NSP161 on a monthly basis. Copies of invoices, payroll registers, and canceled checks must accompany the NSP161 to provide documentation for the reimbursement request.
2. Payments will be made by check or via Electronic Fund Transfer to the award recipient's bank account. The bank must be FDIC insured.

RECIPIENT ACCEPTANCE OF SPECIAL CONDITIONS:

STEVENS LAUKEN
Typed Name

POLICE CHIEF
Title

[Signature]
Signature/Project Director

3/29/16
Date

Original to Patrol; Subgrantee keep copy for records.

Confidential Funds Certification

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the ONDCP Financial and Administrative Guide.

Date: 3/29/16

Signature: 

Project Director: Steven Hansen

Grant No: 16HD06

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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Prescribed by OMB Circular A-102

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Standard Form 424B (Rev. 7-97) Back

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

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PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

SF-424D (Rev. 7-97) Back

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION <div></div>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <div></div>	* First Name: <div></div> Middle Name: <div></div>
* Last Name: <div></div>	Suffix: <div></div>
* Title: <div></div>	
* SIGNATURE: <div></div>	* DATE: <div></div>

R E S O L U T I O N 2016-81

WHEREAS, the Grand Island Police Department is a member of the Central Nebraska Drug and Safe Streets Task Force; and

WHEREAS, the Task Force has been approved for \$54,992.00 of HIDTA funding for the operations of the Task Force; and

WHEREAS, the Task Force serves an effective role in the investigation and apprehension of drug dealers and violent criminals, and

WHEREAS, the City serves as the fiscal agent for the Task Force operational funds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve award 16HD06 of \$54,992.00 of Federal HIDTA funding for the operation of the Central Nebraska Drug and Safe Streets Task Force.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2016.

Jeremey L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
April 8, 2016	▣ City Attorney



City of Grand Island

Tuesday, April 12, 2016

Council Session

Item G-8

#2016-82 - Approving Amendment No. 1 to Agreement for Asset Management Implementation Assistance for the Grand Island Wastewater Division

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Treatment Plant Engineer

Meeting: April 12, 2016

Subject: Approving Amendment No. 1 to Agreement for Asset Management Implementation Assistance for the Grand Island Wastewater Division

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

Background

On July 14, 2015, via Resolution No. 2015-178, City Council awarded an agreement to Black & Veatch Corporation of Kansas City, Missouri to assist in asset management implementation for the Grand Island Wastewater Division. Such agreement is not to exceed \$367,700.00.

The asset management implementation assistance focuses on asset identification, database design, data collection, data development, training, and subsequent integration of Wastewater Division assets into an enterprise geodatabase and Public Works Cartegraph OMS enterprise asset management system. Full implementation was anticipated to take approximately nine (9) months.

Taking into account the assets the Wastewater Division has (Treatment Plant, Lift Stations, etc.) and using a conservative estimate of \$100,000,000 the assistance is greatly worth it to get all pieces documented and control all maintenance costs.

Any amendments to the agreement must be approved by the City Council.

Discussion

To accommodate requirements for a more in depth review and to allow for revisions of early project deliverables an additional 180 days is being requested as an amendment to the Asset Management Implementation Assistance agreement. This will ensure an accurate and sustainable foundation of asset information to base the asset management program implementation upon and will not require material changes to scope or fee.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve a resolution authorizing the Mayor to sign Amendment No. 1 to the Agreement for Asset Management Implementation Assistance for the Grand Island Wastewater Division with Black & Veatch Corporation of Kansas City, Missouri, with no changes to the original scope or fee.

Sample Motion

Move to approve the resolution.

City of Grand Island
100 East 1st Street
Grand Island, Nebraska 68801

AGREEMENT AMENDMENT NUMBER 1

Date of Issuance: April 12, 2016

PROJECT: Asset Management Implementation Assistance for the Grand Island Wastewater Division

CONSULTANT: Black & Veatch Corporation

AGREEMENT DATE: July 14, 2015

To accommodate requirements for a more in depth review and to allow for revisions of early project deliverables an additional 180 days is being requested as an amendment to the Asset Management Implementation Assistance agreement. This will ensure an accurate and sustainable foundation of asset information to base the asset management program implementation upon and will not require material changes to scope or fee.

The changes result in the following adjustment to the agreement amount:

Agreement Price Prior to This Amendment	\$ 367,700.00
Net Increase/Decrease Resulting from this Amendment.....	\$ 0.00
Revised Contract Price Including this Amendment.....	\$ 367,700.00

The changes result in the following adjustment to the agreement timeline (Notice to Proceed 7/15/2015):

Services Completion Date Prior to this Amendment.....	April 10, 2016
Additional Service Days Resulting from this Amendment.....	180 days
Revised Services Completion Date Including this Amendment.....	October 7, 2016

Approval Recommended:

By _____
John Collins PE, Public Works Director

Date _____

The Above Amendment Accepted:

Approved for the City of Grand Island:

Black & Veatch Corporation
Consultant

By _____
Jeremy L. Jensen

By  _____

Attest: _____
RaNae Edwards, City Clerk

Date 3/31/2016

Date _____

Approved as to Form:

By _____
Stacy Nonhof, Asst. City Attorney

RESOLUTION 2016-82

WHEREAS, the City Of Grand Island invited proposals for Asset Management Implementation Assistance for the Wastewater Division of the Public Works Department, according to the Request for Proposals on file with the Wastewater Division of the Public Works Department; and

WHEREAS, on March 24, 2015 by Resolution No. 2015-178 City Council approved award of the proposal for such services to Black & Veatch Corporation of Kansas City, Missouri in the amount of \$367,700.00; and

WHEREAS, it is necessary to amend the original agreement to allow for an additional 180 days to accommodate requirements for a more in depth review and to allow for revisions of early project deliverables to ensure an accurate and sustainable foundation of asset information to better base the Asset Management program implementation upon; and

WHEREAS, Black & Veatch Corporation has agreed to such agreement time extension with no other material changes to scope or fee.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Amendment No. 1 to the original agreement with Black & Veatch Corporation of Kansas City, Missouri for Asset Management Implementation Assistance for the Wastewater Division of the Public Works Department is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such Amendment No. 1 on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 27, 2014	☐ City Attorney



City of Grand Island

Tuesday, April 12, 2016

Council Session

Item G-9

**#2016-83 - Approving Change Order No. 1 for Hall County SID
No. 2 Sanitary Sewer Improvements - 2014**

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: April 12, 2016

Subject: Approving Change Order No. 1 for Hall County SID No. 2 Sanitary Sewer Improvements - 2014

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

Background

The City Council awarded the bid for construction of Sanitary Improvement District No. 2 to Myers Construction, Inc. of Broken Bow, Nebraska on May 12, 2015 in the amount of \$2,180,806.00.

This project will continue the extension of sanitary sewer to the south side of Interstate 80 along US Highway 281.

Any changes to the contract require council approval.

Discussion

This change order has five (5) main components. First, Myers Construction, Inc. encountered large amounts of unknown debris on Bosselman Oil, Inc.'s site near Lift Station No. 25. This caused increased boring expenses, debris disposal, and additional work days. Second, exploration was performed by the drilling subcontractor in order to locate buried concrete slab at the Bosselman Travel Center. Third, explosion proof junction boxes were added at the request of the City to the lift station electrical buildings. Fourth, the City is receiving a staking credit for staking provided to the contractor. Fifth, the contractor is requesting a thirty (30) day time extension. Itemized costs are included in the Change Order No. 1 document from Olsson Associates.

In summary, an additional \$47,018.75 is requested to address the large amounts of debris handled, changes in conditions, as well as extra work encountered. A final completion extension is also being requested from April 15, 2016 to May 15, 2016.

Funds are available in Account No. 53030055-85213-53002.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Change Order No. 1 for Hall County SID No. 2 Sanitary Sewer Improvements – 2014 with Myers Construction, Inc. of Broken Bow, Nebraska in the amount of \$47,018.75.

Sample Motion

Move to approve Change Order No. 1.

Date of Issuance: April 12, 2016

Effective Date: April 13, 2016

Project: Hall County SID #2 Sanitary Sewer Improvements – 2014 District 534

Owner: City of Grand Island

Owner's Contract No.:

Contract:

Date of Contract: May 27, 2015

Contractor: Myers Construction Inc.

Engineer's Project No.: 012-1867

The Contract Documents are modified as follows upon execution of this Change Order:

Description: The contractor encountered large amounts of unknown debris on a portion of the project which caused increased boring expenses and debris disposal.

Attachments: (List documents supporting change):

Itemized break down is attached

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 2,180,806.00

[Increase] [Decrease] from previously approved Change Orders
No. N/A to No. N/A :

\$ N/A

Contract Price prior to this Change Order:

\$ 2,180,806.00

Increase of this Change Order:

\$ 47,018.75

Contract Price incorporating this Change Order:

\$ 2,227,824.75

CHANGE IN CONTRACT TIMES:

Original ☐ Working days ☐ Calendar days

Substantial completion (days or date): N/A

Ready for final payment (days or date): April 15, 2016

[Increase] [Decrease] from previously approved Change Orders
No. 0 to No. 0 :

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

Contract Times prior to this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): April 15, 2016

Increase of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): May 15, 2016

Contract Times with all approved Change Orders:

Substantial completion (days or date): N/A

Ready for final payment (days or date): May 15, 2016

RECOMMENDED:

By: Joe Barber
Engineer (Authorized Signature)

Date: 4/4/2016

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: Chitgarh A. Meyer
Contractor (Authorized Signature)

Date: 4-4-2016

Approved by Funding Agency (if applicable):

Date: _____

Myers Construction, Inc.

79849 Hwy 2
Broken Bow NE 68822

Proposal**Proposal Date:** 3/18/2016**Proposal #:** 1041**Project:** Sanitary Sewer I...**Bill To:**

City of Grand Island
WW Treatment Plant
3013 E Swift Rd
PO Box 1968
Grand Island NE 68802

Description	Est. Hours/Qty.	Rate	Total
Grand Island SID project			
We had some problems with concrete, asphalt and stumps by lift station 25. This entire area from the river up around the new lift station and above the gravity lines had a lot of buried concrete, asphalt and trees. This caused us some extra expenses that are listed below.			
The list includes some extra hourly expenses that we incurred digging through what must have been an old trash hole of some kind. There was a large amount of cable that we had to remove very slowly that was intertwined around the phone lines behind USA INNs.			
Also included in the cost below is the extra work that had to be done in front of Bosselmans to find an under ground slab. We had to bore under the sign footing but had to make sure we came up fast enough to miss said slab that was unknown to us during the bid process. Van Kirt found this slab and stopped approximately 140 feet short of there bid. When we found this out, we needed to find the perimeter of the buried slab so we could adjust our bore accordingly.			
Sand (65 loads times 13.5 cubic yards per load)	877.5	10.00	8,775.00
Ditchwitch JT 100 Boring Machine per day	2	4,750.00	9,500.00
Material (Bore mud) per bag	550	12.00	6,600.00
Material (Polymer) per 5 gal	35	168.50	5,897.50
Man Hours HR	288	22.50	6,480.00
Roll Off Truck 40 yard drop offs	2	195.00	390.00
Roll Off Truck 40 yard pick ups	2	195.00	390.00

Total

Myers Construction, Inc.

79849 Hwy 2
Broken Bow NE 68822

Proposal**Proposal Date:** 3/18/2016**Proposal #:** 1041**Project:** Sanitary Sewer I...**Bill To:**

City of Grand Island
WW Treatment Plant
3013 E Swift Rd
PO Box 1968
Grand Island NE 68802

Description	Est. Hours/Qty.	Rate	Total
Roll Off Truck tree fees per cubic yard for tree stumps (80 yards)	80	5.00	400.00
Trucking HR This is to haul off the large chunks of concrete off site	7	95.00	665.00
Trucking to haul load of junk and metal braided cable to dump HR	3	95.00	285.00
Fees for getting rid of the junk and cable at the dump	1	150.00	150.00
Komatsu 290 Excavator	22	97.50	2,145.00
Loader 320 Komatsu	11.5	92.50	1,063.75
T770 Bobcat Skidsteer HR	25	57.50	1,437.50
Sargent Drilling - Holes by Bosselmans to locate buried 16" concrete slab	1	3,500.00	3,500.00
Ensley Electric Junction Box (Qty 8)	1	2,040.00	2,040.00
We would request an extra 30 working days to our contract time due to this extra work			
Staking Credit		-2,700.00	-2,700.00
NE Sales Tax		5.50%	0.00
Total			\$47,018.75

RESOLUTION 2016-83

WHEREAS, on May 12, 2015, by Resolution 2015-125, the City Council of the City of Grand Island approved the bid of Myers Construction, Inc. of Broken Bow, Nebraska for construction of Hall County SID No. 2 Sanitary Sewer Improvements - 2014; and

WHEREAS, large amounts of unknown debris was encountered on a portion of the project near Lift Station No. 25, which caused increased boring expenses, debris disposal, and additional work days; and

WHEREAS, such additional work has resulted in increased expense and additional work days; and

WHEREAS, Myers Construction, Inc. has requested an additional \$47,018.75 to address the large amounts of debris handled, as well as a final completion extension from April 15, 2016 to May 15, 2016; and

WEREAS, the Public Works Department supports requests.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and Myers Construction, Inc. of Broken Bow, Nebraska to provide the modifications of Hall County SID No. 2 Sanitary Sewer Improvements - 2014.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 8, 2016	☐ City Attorney



City of Grand Island

Tuesday, April 12, 2016

Council Session

Item G-10

#2016-84 - Approving Letter of Credit for Employer's Mutual Casualty Company (EMC) Insurance Reserve

Staff Contact: Renae Griffiths

Council Agenda Memo

From: Renae Griffiths, Finance Director

Meeting: April 12, 2016

Subject: Approving Letter of Credit for Employer's Mutual Casualty Company (EMC) Insurance Reserve

Presenter(s): Renae Griffiths, Finance Director

Background

EMC requires security or collateral to be provided for large deductible Workers Compensation policies. They require security or collateral to be purchased in order to cover long term workers compensation payments. We provide that security via the purchase of a letter of credit. In 2014 and 2015 that letter of credit was with Wells Fargo Bank and the cost was \$3,200 in 2014 and \$3,225 in 2015. This year the City was informed the fee would be 1% of the \$800,000 which would be \$8,000, an almost 150% increase over the prior year.

Discussion

Quotes were obtained from other banks to determine if we could get a lower rate. The results were:

- 0.50% from Cornerstone Bank
- 0.75% from Union Bank and Trust
- 0.24% and we would have to put \$800,000 in a CD that earns 0.20%, from Great Western bank
- 1.00% from Wells Fargo

Based on those results Cornerstone Bank is the best pricing alternative for the letter of credit to meet our security requirements for EMC. We have confirmed with EMC that they will accept the letter of credit from Cornerstone Bank as a replacement to the existing letter of credit with Wells Fargo Bank.

Alternatives

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

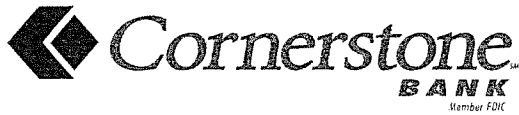
1. Approve the commitment for letter of credit with Cornerstone Bank
2. Disapprove or deny agreement
3. Refer to a committee

Recommendation

City Administration recommends that the Council approve the letter of credit with Cornerstone Bank to cover the security requirement for EMC.

Sample Motion

Move to approve the letter of credit with Cornerstone Bank.



Cornerstone Bank
840 North Diers Ave.
Grand Island, Nebraska 68803
Phone: 308-382-9059
Fax: 308-382-7347

March 21, 2016

City of Grand Island
100 E. First St. / PO Box 1968
Grand Island NE 68802-1968

RE: Letter of Credit

Dear Sirs:

This letter will serve as our commitment to the extent of \$800,000.00. Our commitment is subject to the following terms and conditions.

A. Fee

A ½% fee on the total commitment of \$800,000 will be due at issuance of the "Letter of Credit".

B. Rate

The interest rate for the commitment is 16% once letter is drawn upon.

C. Purpose

The purpose of this commitment will be for EMC Insurance Companies.

D. Security

Unsecured

E. Term

This "Letter of Credit" will expire one year from date of issue.

F. Payment of Loan


Principal and Interest will be due at maturity if the "Letter of Credit" is drawn upon.

G. Commitment

This commitment will be valid for 90 days from the date of this letter. If it is not accepted by City of Grand Island within that time frame, the terms and conditions of this commitment will be subject to renegotiation.

If you have any questions or concerns, please give me a call. Thank you for the opportunity to assist with your credit needs.

Sincerely,



Darren Sanchez, AVP
MLO #868371
Cornerstone Bank
Grand Island Branches

ACKNOWLEDGMENT

We acknowledge receipt, and we agree to the terms and conditions of your commitment letter dated March 21, 2016

By: _____ Dated: _____
City of Grand Island

RESOLUTION 2016-84

WHEREAS, Employer's Mutual Casualty Company (EMC), is an insurance company that provides Workers Compensation Insurance to the City Of Grand Island; and

WHEREAS, EMC requires security or collateral in the amount of \$800,000 for long term payments; and

WHEREAS, a Letter of Credit naming EMC as the beneficiary would be an acceptable form of security or collateral; and

WHEREAS, Cornerstone Bank can provide the necessary Letter of Credit to the City of Grand Island; and

WHEREAS, the Letter of Credit from Cornerstone will be issued for one year for a fee of 0.5% (\$4,000) of \$800,000.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to, on behalf of the City, execute the Letter of Credit between the City of Grand Island and Cornerstone Bank naming Employer's Mutual Causality Insurance as the beneficiary for the cost of \$4,000.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2016

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 8, 2016	☐ City Attorney



City of Grand Island

Tuesday, April 12, 2016

Council Session

Item G-11

#2016-85 - Approving Letter of Credit for Southwest Power Pool, Inc.

Staff Contact: Renae Griffiths

Council Agenda Memo

From: Renae Griffiths, Finance Director

Meeting: April 12, 2016

Subject: Approving Letter of Credit for Southwest Power Pool, Inc. (SPP)

Presenter(s): Renae Griffiths, Finance Director

Background

Southwest Power Pool, Inc. requires the City to put into place an approved financial assurance mechanism to cover the costs of the power transactions conducted by SPP and billed to the City. This is pursuant to Southwest Power Pool Appendix “B” – Credit and Security Agreement. The cost for this letter of credit was \$6,975 in 2015 and we received notice from Wells Fargo that the cost was increasing to a fee of 1% of the \$2 million so the cost will now be \$20,000. This isn’t due until August 1, 2016, however if we intend to increase, decrease, or cancel we must let Wells Fargo know by April 19, 2016.

Discussion

Due to this increase in cost, we tried to obtain quotes for other options. The issue we ran into was that the SPP agreement requires that the bank issuing the letter of credit have a rating from “any rating agency that is a ‘nationally recognized statistical rating organization’ as defined by the US Securities Exchanges Commission. Currently there are four – Dominion Bond Rating Service Ltd., Fitch, Inc., Moody’s Investors Service, and the Standard & Poor’s Division of the McGraw Hill Companies Inc.” Of the banks we tried here are the results:

- Wells Fargo – 1%
- Bank of America – would not bid as it wasn’t at least an \$8 million letter of credit
- Great Western Bank – did not have a rating from required agency(ies)
- Union Bank & Trust – no rating
- Cornerstone – no rating

Based on those results, Wells Fargo is the only option the City has to comply with our SPP agreement.

Alternatives

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

1. Approve the commitment for letter of credit with Wells Fargo
2. Disapprove or deny agreement
3. Refer to a committee

Recommendation

City Administration recommends that the Council approve the letter of credit with Wells Fargo to cover the security requirement for SPP.

Sample Motion

Move to approve the letter of credit with Wells Fargo.



PO Box 1688
304 West Third Street
Grand Island, NE 68802

City of Grand Island
Standby Letter of Credit IS00540254
\$2,000,000.00
8/1/2016 Maturity Date
4/19/2016 Notification Date
Beneficiary: Southwest Power Pool, Inc.

The above mentioned Standby Letter of Credit held by Wells Fargo Bank, N.A. is scheduled to renew on August 1, 2016. If your desire is to alter the terms of the Letter of Credit: increase, decrease, or cancel, the bank will need to be notified prior to April 19, 2016. The Letter of Credit will renew with a fee of 1.00% of the Letter of Credit amount.

Approved: _____
Date: _____

Wells Fargo Bank, N.A.

RESOLUTION 2016-85

WHEREAS, Southwest Power Pool, Inc. (SPP) is a regional transmission operator that provides a real-time energy market to the City Of Grand Island; and

WHEREAS, SPP requires the City to put into place an approved financial assurance mechanism in the amount of \$2,000,000 to cover the costs of the power transactions; and

WHEREAS, a Letter of Credit naming SPP as the beneficiary would be an acceptable form of financial assurance; and

WHEREAS, Wells Fargo Bank can provide the necessary Letter of Credit to the City of Grand Island; and

WHEREAS, the Letter of Credit from Wells Fargo will be issued for one year for a fee of 1.0% (\$20,000) of \$2,000,000.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to, on behalf of the City, execute the Letter of Credit between the City of Grand Island and Wells Fargo naming SPP as the beneficiary for the cost of \$20,000.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2016

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 8, 2016	☐ City Attorney



City of Grand Island

Tuesday, April 12, 2016

Council Session

Item G-12

**#2016-86 - Approving Addendum #1 for Website Development
with Vision Internet**

Staff Contact: Wendy Meyer-Schmidt, Public Information Officer

Council Agenda Memo

From: Wendy Meyer-Schmidt, Public Information Officer

Meeting: April 12, 2016

Subject: City Website Addendum #1 Extra Work—Redesign and Responsive Design Work and Design Theme Updates

Presenter(s): Wendy Meyer-Schmidt, Public Information Officer

Background

The current City of Grand Island website, www.grand-island.com, was rebuilt in 2009 by Vision Internet of Santa Monica, California, and is currently hosted by Vision Internet. Vision Internet was founded in 1995 and specializes in city and county government website builds and redevelopments.

In December 2013 the City signed an Addendum #3 for Scope of Service for an upgrade to the website's Content Management System (CMS) from #4 to CMS #6 or visionLive. This upgrade allowed for many website enhancements such as a page template builder, drag and drop concept for creating pages, broken link reporter, audio and video embedding, a one click social networking tool, iOS friendly editing, facilities directory, and Google translation integration.

In December 2013 the City also signed a visionLive Subscription Services Web Hosting Agreement with Vision Internet which continued Vision Internet as the entity hosting the City's website and providing support services.

Discussion

As part of the visionLive Subscription Services Web Hosting Agreement Vision Internet will provide a basic graphic redesign of the website after two years of uninterrupted subscription services of visionLive. This equates to Vision providing \$8,000 worth of services free to the City of Grand Island. Included in this will be a new concept and design of the homepage, a new homepage layout wireframe, and three interior page templates.

The scope of work related to Addendum #1 will be \$12,000 and is tied in with this general redesign mentioned above. The addendum will cover the cost of redesigns (color scheme, page layouts, and menus) for the City's four design themes—Heartland Public

Shooting Park, Island Oasis, Jackrabbit Run Golf Course, and the Grand Island Public Library.

In addition, this investment will include a sitemap consultation resulting in a new sitemap and responsive design work which will allow for the best viewing and interaction experience for a website visitor across a wide range of devices. The responsive design will make for easier reading and navigation due to a minimum amount of resizing, panning, and scrolling needed as the site will dynamically move and arrange the page elements as well as reduce the size to best accommodate the screen dimensions.

The proposed Addendum #1 has been reviewed and approved by the City's Legal Department.

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 Addendum #1 Extra Work with Vision Internet for redesign and responsive design work to www.grand-island.com and updates to the website's four design themes.

Sample Motion

Move to approve Addendum #1 Extra Work with Vision Internet for redesign and responsive design work to www.grand-island.com and updates to the website's four design themes.



Addendum #1

extra work

This Addendum is made and entered into by Vision Technology Solutions, LLC ("Contractor") and City of Grand Island, Nebraska ("Client") as of the date of full execution.

Contractor and Client hereby mutually acknowledge and agree that:

1. This Addendum is entered into pursuant to the visionLive™ Subscription Services Agreement by and between Client and Contractor. This Addendum is incorporated into the Agreement.
2. The Agreement, including all other terms and conditions therein, shall continue in effect.
3. In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control only to the extent of the services provided in this Addendum, and not any other subject matter covered by the Agreement.

Included Services

Navigation and Graphic Design with Responsive Design.

The Contractor will consult with Client on how to organize Client website content. Based on this consultation, the Contractor will create a homepage layout wireframe that shows the placement of key information and dynamic content. The Client will review the homepage layout wireframe and may provide feedback to Contractor. The Contractor will then provide Client with one draft homepage design concept via Client-accessible software or as an email attachment ("**Delivery**"). The Contractor will revise the homepage design concept. After Client reviews the final homepage design concept, the Contractor will provide three interior page designs per standard layouts available through Contractor's template builder and VCMS widget requirements. The Contractor will deliver the following:

- › One homepage layout wireframe
- › Updated sitemap
- › One homepage design concept
- › Approved homepage design
- › Up to three interior page templates
- › Responsive Design

Responsive Website Design with visionDesigner™

Client's website will be implemented with Responsive Web Design (RWD) ensuring content automatically resizes to fit mobile, tablet and monitor screens. RWD is about crafting sites to provide the best viewing and interaction experience across the wide range of devices that website visitors view your site from. This makes easy reading and navigation with a minimum of resizing, panning, and scrolling by dynamically moving and arranging the page elements as well as reducing their size to best accommodate the screen dimensions instead of being hard coded to specific devices. While RWD will make the website viewable across all devices, Client may need to adjust content for readability and to improve usability on smaller screens. visionMobile Designer™ enables Client to move, hide and reorder content to create an optimized mobile view of the website.



Design Theme Update.

Client's design themes will be updated (color scheme, page layouts, and menus) based on the graphic redesign. The following design themes will be updated:

- Heartland Public Shooting Park
- Grand Island Public Library
- Island Oasis
- Jackrabbit Run Golf Course

Extra Work Fees

Client agrees to pay Contractor as follows:

1. Price. Contractor agrees to perform work set forth in this Addendum for \$12,000.
2. Payment. Contractor will submit itemized invoices to Client for the payments required by this Section, and all invoices will be due and payable by Client within 30 days:
 - (a) An initial payment equal to 50% of the total cost; and
 - (b) A payment equal to 50% of the total cost upon completion of the work set forth in this Addendum.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be signed by their duly authorized representatives and given effect as of the last signature date below (the "**Effective Date**").

"Client"

CITY OF GRAND ISLAND

Signature: _____

Name: _____

Title: _____

Date: _____

"Contractor"

VISION TECHNOLOGY SOLUTIONS, LLC, DBA VISION
INTERNET PROVIDERS

Signature: _____

Name: Michael Hermann Truex

Title: Vice-President, Finance

Date: _____, 2016

RESOLUTION 2016-86

WHEREAS, the City of Grand Island continually works on maintaining and updating the City of Grand Island's website, www.grand-island.com with accurate and current information to be utilized by citizens; and

WHEREAS, the City of Grand Island entered into an agreement with Vision Internet of Santa Monica, California to rebuild the City's website and for hosting services on February 10, 2009; and

WHEREAS, Addendum #1 between the City of Grand Island and Vision Internet will provide a general graphic redesign of the website in the amount of \$12,000.00, and

WHEREAS, the City Attorney's office has reviewed and approved the proposed Addendum #1 redesign.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with Vision Internet to provide an update for the city of Grand Island's website, www.grand-island.com, is hereby approved and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 8, 2016	☐ City Attorney



City of Grand Island

Tuesday, April 12, 2016

Council Session

Item G-13

#2016-87 – Approving Interlocal Agreement with Hall County for Public Transportation Services

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Attorney
Meeting: April 12, 2016
Subject: Public Transportation
Presenter(s): Jerry Janulewicz, City Attorney

Background

Public transportation service within the City of Grand Island and Hall County is provided by Senior Citizens Industries, Inc., utilizing State of Nebraska Rural Transportation funds received by Hall County. Commencing July 1, 2016, public transportation originating or terminating within the urbanized area of the City of Grand Island must be funded utilizing urban transportation funds from the Federal Transit Administration.

Discussion

The proposed Interlocal Agreement with Hall County would establish a joint public transportation system funded by County's rural transportation funds received from the State and the City's urban transportation funds. Transportation services will be provided by a single transportation provider through a contract with the city. The agreement is for a three year term.

Alternatives

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

1. Approve the Interlocal Agreement through adoption of 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 approving the Interlocal Agreement with Hall County for Public Transportation Services.

Sample Motion

Move to approve the Resolution authorizing and approving the Interlocal Agreement with Hall County for Public Transportation Services.

INTERLOCAL AGREEMENT
BY AND BETWEEN THE COUNTY OF HALL, NEBRASKA AND THE CITY OF
GRAND ISLAND, NEBRASKA
FOR PUBLIC TRANSPORTATION SERVICES

WHEREAS, under the provisions of the Interlocal Cooperation Act, NEB. REV. STAT. §13-801 *et seq.*, local political subdivisions may contract with one another for the performance of any governmental service, activity or undertaking that at least one of the contracting public agencies is authorized by law to perform; and

WHEREAS, the Parties hereto desire to enter into such a contractual agreement for the County of Hall and the City of Grand Island to undertake to cooperatively provide public transportation services within the City of Grand Island and the County of Hall.

NOW THEREFORE, the County of Hall, (“County”) and the City of Grand Island (“City”) agree as follows:

1. Purpose. The purpose of this Agreement is for County and City to provide public transportation services within the County of Hall and the City of Grand Island.
2. Term. This Agreement shall be for a term of three (3) years, commencing upon approval hereof by the parties’ governing bodies. This Agreement may be terminated by either party, for cause or for no cause, upon 90 days prior written notice to the non-terminating party.
3. Funding.
 - 3.1. City shall apply for transportation funds available from the Federal Transit Administration which, together with matching City provided funding, shall provide the source of funds for operation of the public transportation system for trips originating or terminating within the urbanized area of the City of Grand Island. Funds provided for public transportation by City and the grant funds provided from Federal Transit Administration shall together be referred to as “City Transportation Funds.”
 - 3.2. County shall apply for transportation funds available from the Nebraska Department of Roads which, together with matching County provided funds, shall provide the source of funds for operation of the public transportation system for trips originating or terminating within the area of Hall County that is not included within the urbanized area of the City of Grand Island. Funds provided for public transportation by County and the

grant funds provided from Nebraska Department of Roads shall together be referred to as “County Transportation Funds.”

- 3.3. City Transportation Funds and County Transportation Funds shall be utilized to provide a funding for a single public transportation provider contracted to provide public transportation services as defined herein. The parties shall provide accounting procedures and systems necessary to ensure and provide documentation of appropriate utilization of the City Transportation Funds and the County Transportation Funds.
4. Public Transportation Services; Objectives. The basic objectives of the Public Transportation Services program include:
- a) Provide curb-to-curb/portal-to-portal public transportation in Hall County and the urbanized area of Grand Island;
 - b) Meet performance objectives established by the City;
 - c) Provide service that is safe, reliable, compliant with all service requirements, the Americans with Disabilities Act, and federal, state, and local regulations; and
 - d) Provide service in the most cost-effective and efficient manner.
5. County Buses. County’s current fleet of buses used to provide public transportation services shall be available for use by the contracted Public Transportation Services Provider to provide public transportation services within County and the urbanized area of the City of Grand Island.
- 5.1. Insurance. The Public Transportation Service Provider (“Provider”) shall be required to (i) obtain and maintain for the applicable contract term insurance on each Bus against all risks of loss or damage in an amount not less than the replacement cost of the Buses, without deductible and without co-insurance, (ii) obtain and maintain for the applicable contract term, comprehensive liability insurance covering personal injury of at least \$5,000,000 per person and property damage of at least \$5,000,000 per occurrence, and such insurance shall otherwise be in a form and with companies reasonably satisfactory to County and City. Provider shall designate County and City, as their interests may appear, as loss payee on property insurance, and shall designate County and City additional insureds on liability insurance. Provider shall pay all premiums for such insurance and cause delivery to County and City of certificates evidencing such insurance in effect through the contract term identifying the vehicle identification

number of each Bus, as applicable, along with, if requested by County or City, evidence satisfactory to County and City, of the payment of the premiums for such insurance. All insurance shall provide for at least thirty (30) days advance written notice to County and City before any cancellation, expiration or material modification thereof. No act or default of Provider, its officers, agents and employees, will affect County's or City's right to recover under such policy or policies in case of loss. Provider shall deliver prompt written notice to County and City of (1) loss, theft, or destruction of any Bus, (2) any damage to any Bus exceeding one thousand dollars (\$1,000), and (3) any claim arising out of the ownership, operation, maintenance, or use of any Bus. In the event of damage to or loss or destruction of a Bus (or any component thereof), Provider shall, at the option of County and City, (a) promptly place such Bus in good repair, condition and working order, or (b) replace the Bus with a bus in good repair, condition and working order, acceptable to County and City, and shall transfer clear title to such Bus to the entity, County or City, holding title to the bus damaged, lost, or destroyed, whereupon such bus shall be subject to the applicable contract term. Liability coverage shall include coverage for loading and unloading passengers.

- 5.2. Indemnification. The Public Transportation Service Provider shall be required to indemnify, defend, and hold harmless County and City, and their officers, agents and employees, from any claim, suit, or cause of action, including claims for court costs and attorney fees, arising out of or related to the operation of the public transportation system and the operation of the buses pursuant to the approved public transportation services agreement.
- 5.3. Maintenance. The Public Transportation Services Provider shall be required to maintain County's bus fleet in a state of good repair.
- 5.4. Workers Compensation. The Public Transportation Services Provider shall maintain workers compensation coverage as required by law.
6. Grant Administration. County shall designate City as the grant administrator for purposes of preparing and submitting grant application requests and required periodic and special reports to County's transportation grant funding agency.
7. Procurement of Transportation Service Provider. City, on behalf of itself and as purchasing agent for County, shall take all necessary action for the solicitation of proposals, selection,

and contracting with a transportation services provider to provide the public transportation services within the boundaries of County and the urbanized area of the City of Grand Island. Provided, however, City shall submit the request for proposals to County Attorney for approval prior to publication. Copies of transportation services proposals received by City shall be provided to the County Attorney prior to selection thereof. A member of County's County Board of Supervisors shall participate in the selection of the successful transportation service provider.

8. Public Transportation Services Provider; Scope of Work; Minimum Requirements. In addition to the requirements set forth herein, the Public Transportation Services provided hereunder and the Public Transportation Services Provider shall meet or exceed the requirements as set forth in "Attachment A," attached hereto.
9. Records. City and County shall each maintain such periodic and special reports as required by the party's respective governing body and by the party's transportation grant funding agency.
10. Amendment. This Agreement may be modified only by written amendment, duly executed by authorized representatives of the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective.
11. Assignment. No Party may assign its rights under this Agreement without the express prior written consent of the other Party.
12. Captions. Captions used in this Agreement are for convenience and not to be used in the construction of this Agreement.
13. Waiver. Failure or delay by any Party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by either Party which it is not obligated to do hereunder shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.
14. Notice. In further consideration of the mutual covenants contained herein, the Parties hereto

expressly agree that for the purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following designated officers shall be the authorized representatives of the Parties:

For City: City of Grand Island, Attn: Mayor, PO Box 1968, Grand Island, NE 68802.

For County: County Clerk, 117 South Pine Street, Grand Island, NE 68801

Notice shall be in writing and shall be effective upon receipt. Delivery may be by hand, in which case a signed and dated receipt shall be obtained, or by United States mail, registered or certified, return receipt requested or by electronic means with a signed return receipt.

15. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.
16. Nondiscrimination. The Parties agree that in accordance with the Nebraska Fair Employment Act, NEB. REV. STAT. §48-1122 *et seq.*, they will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment because of the race, color, religion, sex, disability or national origin of the employee or applicant, nor will they knowingly permit the selected public transportation service provider to do so. None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.
17. No Third Party Rights. This Agreement is not intended to, nor shall it provide third Parties, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege, except that this Agreement's indemnification provision shall also inure to the benefit of a Party's employees, officers, agents and servants.
18. Independent Contractors. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that a Party or a Party's personnel, employees, agents, contractors or servants perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of another Party. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to

be the employee or agent of the other for any purpose whatsoever.

19. Acquisition, Ownership And Disposal Of Personal Property. All personal property 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.
20. Separate Entity. The parties agree that no separate entity is created by this Agreement.
21. 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.
22. Entire Agreement. This Agreement shall constitute the entire agreement between the City and County relating to the public transportation services provided by and through this agreement. This agreement may be amended only in writing, duly approved, adopted and executed by the respective governing bodies of each Party. Neither Party is empowered to alter any of the terms hereof except as provided herein.
23. Execution. This Agreement of the Parties hereto is expressed by the approval in open meeting by the City Council and County Board, and the following execution by the respective authorized representatives.

City of Grand Island, Nebraska

County of Hall

By: _____
Mayor Jeremy Jensen

By: _____
Scott Arnold, Chairman
Hall County Board of Supervisors

Dated: _____

Dated: _____

[attest]

[attest]

RaNae Edwards, City Clerk

Marla Conley, County Clerk

Approved as to form:

Jack Zitterkopf
Hall County Attorney

Approved as to form:

Jerom E. Janulewicz
Grand Island City Attorney

RESOLUTION 2016-87

WHEREAS, due to restrictions on the use of Rural Transportation funds, beginning July 1, 2016, Hall County can no longer provide public transportation services for trips originating or terminating within the urbanized area of the City of Grand Island, and

WHEREAS, Hall County and the City of Grand Island desire to cooperatively provide transportation services within Hall County and the urbanized area of the City of Grand Island through an Interlocal Agreement, and

WHEREAS, the cooperative public transportation service will be funded by Hall County utilizing Rural Transportation funds it will receive from the State of Nebraska and by the City utilizing urban transportation funds it will receive from the Federal Transit Administration.

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 Interlocal Agreement with Hall County for Public Transportation Services.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 12, 2016

Council Session

Item G-14

#2016-88 - Approving Award for Professional Services for Geotechnical Evaluation of Downtown Parking Lots

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: April 12, 2016

Subject: Approving Award for Professional Services for
Geotechnical Evaluation of Downtown Parking Lots

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

Background

On February 23, 2016 the Engineering Division of the Public Works Department advertised for Professional Consulting Services for Geotechnical Evaluation of Downtown Parking Lots.

A geotechnical evaluation involves coring samples of base (ie. soil) material to determine its ability to support pavement. Poor base material is a common cause of early pavement failure.

The solicitation was mailed to fourteen (14) firms.

The scope of services for this project involves geotechnical design services required to produce resurfacing recommendations for ten (10) Parking District No. 1 parking lots within the downtown area, as well as four (4) City parking lots. The attached sketch notes the Parking District No. 1 boundary (outlined in red) and the lots within it.

Discussion

On March 10, 2016 submittals were opened from the four (4) responding firms. Such submittals were evaluated based on the factors in the solicitation with Olsson Associates being ranked as the best firm to complete the required work. The agreement is for time and materials in an amount not to exceed \$38,900.00.

The Purchasing Division of the City Attorney's Office reviewed the submittal and concurs with awarding an agreement for such services.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve awarding the agreement for Professional Services for Geotechnical Evaluation of Downtown Parking Lots to Olsson Associates of Grand Island, Nebraska and authorize the Mayor to execute an agreement for the services.

Sample Motion

Move to approve awarding the agreement.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR QUALIFICATIONS
FOR
GEOTECHNICAL EVALUATION OF DOWNTOWN PARKING LOTS**

RFP DUE DATE: March 10, 2016 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: February 23, 2016

NO. POTENTIAL BIDDERS: 14

SUMMARY OF PROPOSALS RECEIVED

Alfred Benesch & Company
Lincoln, NE

Olsson Associates
Grand Island, NE

Mid-State Engineering & Testing, Inc.
Kearney, NE

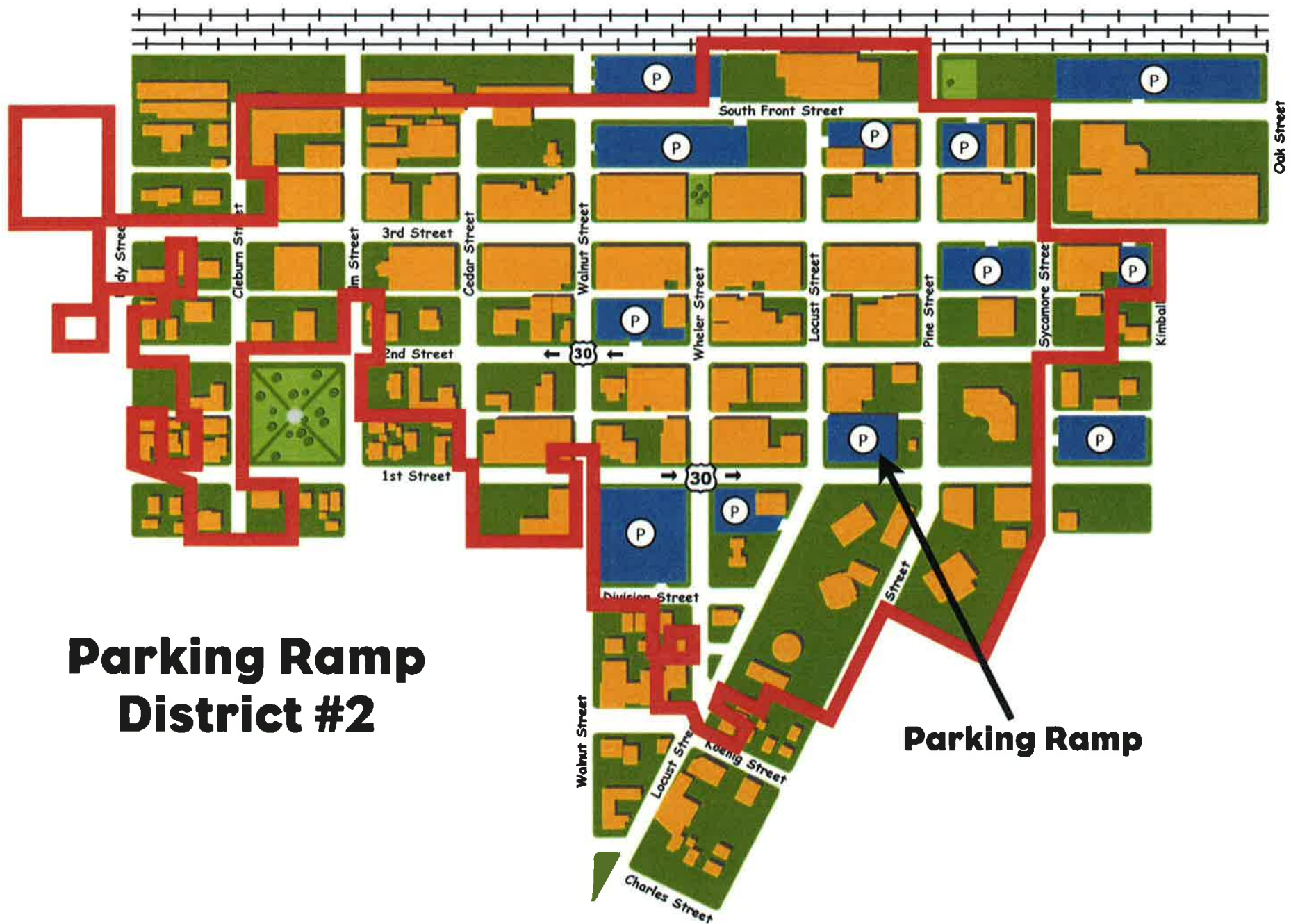
Speece/Lewis Engineering
Lincoln, NE

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

Catrina DeLosh, PW Admin. Assist.
Renae Griffiths, Finance Director
Tim Golka, Project Manager

P1871

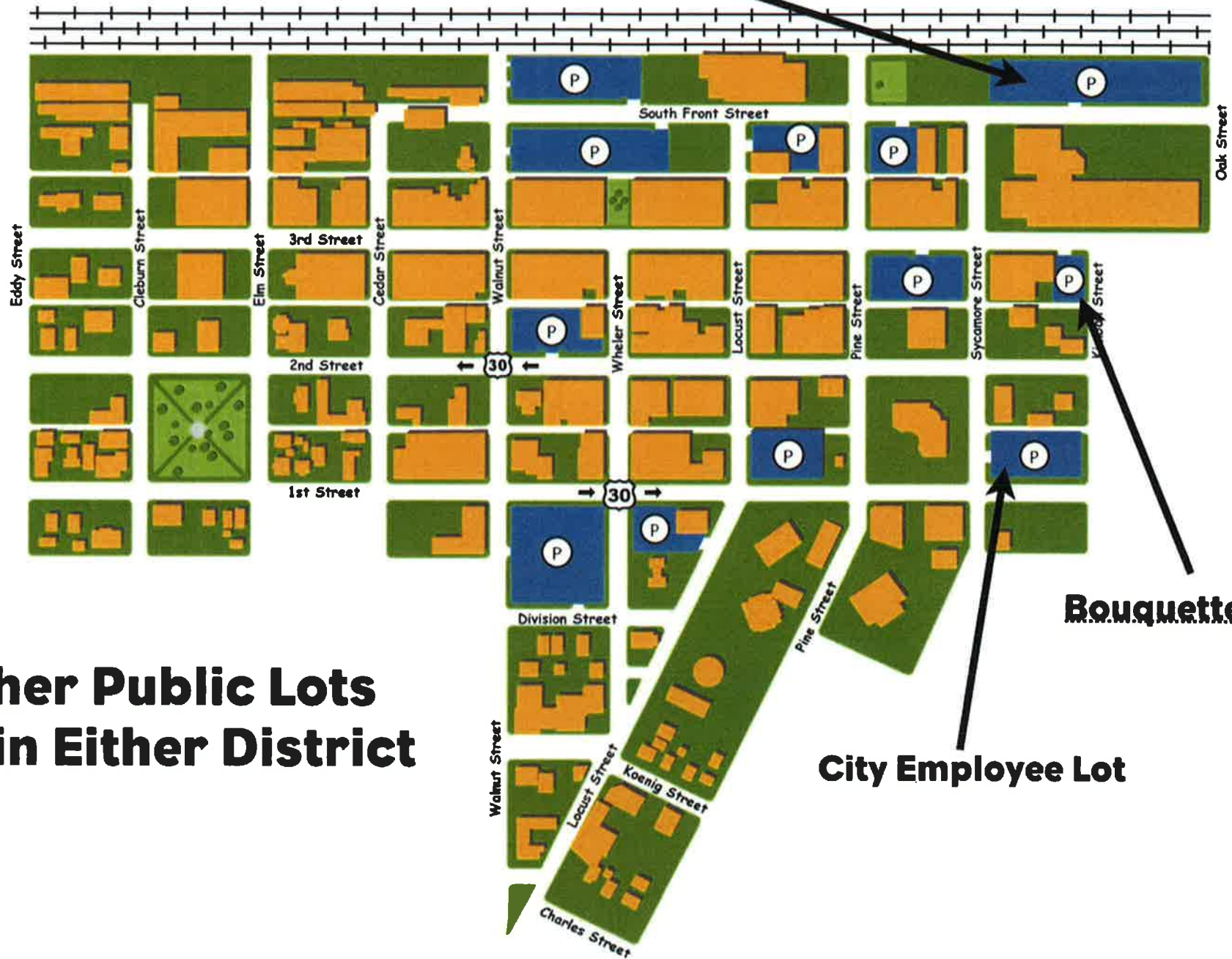




Parking Ramp District #2

Parking Ramp

Freight Depot Lot



**Other Public Lots
Not in Either District**

Bouquette Lot

City Employee Lot

LETTER AGREEMENT FOR PROFESSIONAL SERVICES

April 5, 2016

City of Grand Island, Nebraska
Tim Golka
100 E. First Street
Grand Island, NE 68801

Re: **AGREEMENT FOR PROFESSIONAL SERVICES**
Multi-Lot Parking Evaluation (the "Project")
Grand Island, Nebraska

Dear Mr. Golka:

It is our understanding that City of Grand Island, Nebraska ("Client") requests Olsson Associates, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services to Client ("Scope of Services") for the Project: Geotechnical analysis with a written report for an evaluation of the existing pavement at fourteen (14) parking lots located in downtown Grand Island, Nebraska. Should Client request work in addition to the Scope of Services (Optional Additional Services), Olsson shall invoice Client for such services at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson would expect to begin performing its services under the Agreement promptly upon your signing.

Anticipated Start Date: April 18, 2016

Anticipated Completion Date: June 14, 2016

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a **time and material not to exceed** fee of Thirty-Eight Thousand Nine Hundred Dollars and No 100's (\$38,900.00). Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE


We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project representative shall be _____.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 60 days from the date set forth above, unless changed by us in writing.

OLSSON ASSOCIATES, INC.

By 
Andrew Phillips

By 
Jeff Palik

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

City of Grand Island, Nebraska

By _____
Signature

Print Name _____

Title _____

Dated _____

If different from above,

Client's Designated Project Representative

Attachments
General Provisions
Scope of Services

\\fnts-fs4\general data\Lincoln\Admin\LETPROP\CSgeotech\Proposals\Roadways & RailRoads & Paving\Grand Island Parking Multi-lot Eval\1_Letter Agreement.doc

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated April 5, 2016 between City of Grand Island, Nebraska ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive

number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or

equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

3.11 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work

may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Construction Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner,

in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or

products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than

Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Construction Cost Estimate

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Construction Cost Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's

services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Confidentiality

In performing this Agreement, the parties may disclose to each other written or oral non-public, confidential or proprietary information, including but not limited to, information of a business, planning, marketing or technical nature and models, tools, hardware and software, and any documents, reports, memoranda, notes, files or analyses that contain, summarize or are based upon any proprietary or confidential information (hereafter referred to as the "Information").

7.8.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.8.2 The existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.8.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.8.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.8.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.8.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.8.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.8.3.5 is received from a third party not subject to any confidentiality obligations.

7.8.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.8.5 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.8.6 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.8.7 The obligations of confidentiality set forth herein shall survive termination of this Agreement, but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.9 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.9.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.9.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous

Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.9.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.9.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.9.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.9.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.9.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.10 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.11 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.12 Assignment

7.12.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.12.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.12.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.13 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.14 Limitation on Damages

7.14.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.14.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential

damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.14.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.15 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated April 5, 2016 between City of Grand Island, Nebraska ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Grand Island, Nebraska

Project Description: Multi-Lot Parking Evaluation
Geotechnical Analysis

SCHEDULE OF FEES

Project Background

Olsson understands that this project will include geotechnical analysis with a written report for an evaluation of the existing pavement at fourteen (14) parking lots located in downtown Grand Island, Nebraska.

Upon reviewing soil logs in the area, Olsson has prepared this proposal with the understanding that the subsoil profile will likely consist of lean clays and alluvial sands. The proposed depths were determined from this information to provide the best delineation of the sub-surface strata for this project and provide the necessary recommendations.

Olsson shall perform professional services as requested by Client pursuant to the provisions provided herein. These services will include Professional Consultation Services incidental thereto.

GENERAL

Olsson shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto.

TASK I. – DRILLING SERVICES

1. Field Exploration

- a. Olsson proposes to use a truck-mounted drill rig to complete the following soil test borings.
 - Forty-five (45) soil test borings to a depth of 5 feet.
 - Forty-four (44) pavement cores.
 - Forty-four (44) dynamic cone penetration tests (DCP) to a depth of 4 feet.

The soil borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a total drilling footage of 225 linear feet and approximately 176 linear feet of DCP.

- b. Contact Diggers Hotline of Nebraska to locate underground utilities. To insure the safety of the crew on site, Owner must inform Olsson the location of all private utilities and private utility service connections. Cost of locating private utility lines and private service connections shall be

- Owner's responsibility. Olsson is not responsible or liable for damage to any private utility or private service connection.
- c. All boring locations must be readily accessible. Any cost of making boring locations accessible is Owner's responsibility. Olsson will not perform work until boring locations are accessible and acceptable to Olsson's satisfaction.
 - d. Drilling rigs are heavy equipment. Disturbance of natural surroundings including but not limited to soil indentations, concrete cracking and damage to underground sprinkler systems, may occur. Olsson shall not be liable or responsible for any site disturbance that may occur as a result of bringing equipment on site. Owner accepts full responsibility for site disturbance.
 - e. Sampling of soils in general accordance with ASTM D-1586 and ATSM D-1587.
 - f. Obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations.

TASK II. – GEOTECHNICAL SERVICES

1. Laboratory Services

- a. As soil conditions dictate, laboratory testing may include visual soil classification (ASTM D-2488), unconfined compression tests (ASTM D-2166), thin-walled tube density tests (ASTM D-2937), moisture content tests (ASTM D-2216), Atterberg limit tests (ASTM D4318), a Standard Proctor test (ASTM D-698), and a California Bearing Ratio test (ASTM D-1883).

2. Engineering Analysis and Report Preparation

- a. Conduct a site visit to determine the structural coefficient of the existing pavement within different zones of the parking lots and determine the remaining design life of the parking lots.
- b. Pavement analysis for the parking lots and provide recommendations for asphalt overlay, white topping or full depth replacement. Estimated life cycles and estimated construction costs will be provided for the different options. A table will be created illustrating project prioritization, cost estimates, and recommended improvements.
- c. Each parking lot will be evaluated for other construction related items including the need for parking lot lighting, sidewalk replacement, and drainage improvements. Cost estimates will be provided for these additional improvements.
- d. Recommendations regarding the thickness, moisture, and compaction criteria for backfill or structural fill. Soil excavation criteria in accordance with OSHA Standards will be included or referenced.
- e. Discussion of anticipated groundwater concerns, along with recommendations for addressing these concerns during construction, if required.
- f. Analysis of the on-site soils encountered regarding shrink/swell characteristics and the potential for reuse as structural fill.
- g. Recommendations regarding the preparation of subgrade soils supporting full depth pavement replacement.
- h. Olsson Associates will attend one City Council Study Session to present the findings of the report.

TASK I. - The fees for Drilling Services listed above will be invoiced on a time and material not to exceed fee of \$16,300.00.

TASK II. - The fees for the Geotechnical Report and Laboratory Services listed above will be invoiced on a time and material not to exceed fee of \$22,600.00.

If we receive the notice to proceed by April 12th, 2016, we would drill by April 18th, laboratory testing beginning by April 26th, and a draft geotechnical report by May 27th, barring circumstances beyond our control.

Olsson Associates is committed to providing quality service to its clients, commensurate with their wants, needs and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Olsson stands ready to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. If you have any questions or concerns, please call Andrew Phillips at 402-474-6311 (office). We look forward to hearing from you and working with you on this project.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

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Grand Island, Nebraska

Lot



RESOLUTION 2016-88

WHEREAS, the City Of Grand Island invited sealed submittals for Professional Services for Geotechnical Evaluation of Downtown Parking Lots, according to specifications on file in the office of the Public Works Department; and

WHEREAS, on March 10, 2016 submittals were received, reviewed and evaluated in accordance with the established criteria in the RFQ; and

WHEREAS, Olsson Associates of Grand Island, Nebraska submitted qualifications in accordance with the terms of the Request of Qualifications and all statutory requirements contained therein and the City Procurement Code with the services performed at a time and materials cost not to exceed \$38,900.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the submittal from Olsson Associates of Grand Island, Nebraska for Professional Service for Geotechnical Evaluation of Downtown Parking Lots is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 8, 2016	☐ City Attorney



City of Grand Island

Tuesday, April 12, 2016

Council Session

Item H-1

Consideration of Request from Chloe Aguilar for a Conditional Use Permit for a Towing/Salvage Lot located at 4852 and 4820 East Capital Avenue

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, April 12, 2016

Council Session

Item I-1

#2016-89 - Consideration of Approving the Semi-Annual Report by the Grand Island Area Economic Development Corporation/Citizens Advisory Review Committee on the Economic Development Program Plan

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

Staff Contact: Dave Taylor - EDC President

RESOLUTION 2016-89

WHEREAS, Neb. Rev. Stat. §18-2715(3) and Grand Island City Code §38-5 requires a report by the Citizens Advisory Review Committee to the City Council at least once every six months on its findings and suggestions on the administration of the Economic Development Plan; and

WHEREAS, a public hearing on the report submitted by the Citizens' Advisory Review Committee was held at a regular session of the Grand Island City Council on April 12, 2016; and

WHEREAS, said report gave information about the activities of the past six months that have taken place pursuant to the Economic Development Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the semi-annual report of the Citizens Advisory Review Committee is hereby accepted and approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 8, 2016	☐ City Attorney



City of Grand Island

Tuesday, April 12, 2016

Council Session

Item I-2

#2016-90 - Approving the Request from La Mexicana, Inc. dba La Mexicana Market, 385 North Pine Street for a Class “D” Liquor License and Liquor Manager Designation for Veronica Alvarez, 609 S. Stuhr Road

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

Staff Contact: RaNae Edwards

RESOLUTION 2016-90

WHEREAS, an application was filed by La Mexicana, Inc. doing business as La Mexicana Market, 385 North Pine Street for a Class "D" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on April 2, 2016; such publication cost being \$16.77; and

WHEREAS, a public hearing was held on April 12, 2016 for the purpose of discussing such liquor license application.

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

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

_____ The City of Grand Island hereby recommends approval of Veronica Alvarez, 609 S. Stuhr Road as liquor manager of such business contingent upon completion of a state approved alcohol server/seller training program..

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 8, 2016	☐ City Attorney



City of Grand Island

Tuesday, April 12, 2016

Council Session

Item J-1

Approving Payment of Claims for the Period of March 23, 2016 through April 12, 2016

The Claims for the period of March 23, 2016 through April 12, 2016 for a total amount of \$4,900,707.77. A MOTION is in order.

Staff Contact: Renae Griffiths