
City of Grand Island



Tuesday, April 23, 2013
Council Session Packet

City Council:

Linna Dee Donaldson
Scott Dugan
John Gericke
Peg Gilbert
Chuck Haase
Julie Hehnke
Vaughn Minton
Mitchell Nickerson
Bob Niemann
Mike Paulick

Mayor:

Jay Vavricek

City Administrator:

Mary Lou Brown

City Clerk:

RaNae Edwards

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

Call to Order

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

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

Invocation - Pastor Dan Bremer, Grace Lutheran Church, 545 East Memorial Drive

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 23, 2013

Council Session

Item C-1

Proclamation “Public Health Month” April, 2013

The public health system in Central Nebraska encompasses many agencies and organizations that protect and promote the health of every resident in Grand Island. Public health services result in healthy citizens in healthy communities. The Mayor has proclaimed the month of April, 2013 as "Public Health Month". See attached PROCLAMATION.

Staff Contact: Mayor Jay Vavricek

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

PROCLAMATION

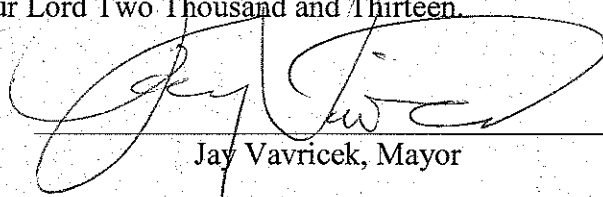
- WHEREAS, the public health system in Central Nebraska includes all agencies and organizations that protect and promote the health of residents in Grand Island; and
- WHEREAS, the public health system includes the public health department, as well as fire and rescue, law enforcement, government, schools, health care providers and hospitals, social service agencies, and others who work to protect our health; and
- WHEREAS, our health is continually threatened by unhealthy behaviors that lead to obesity, heart disease, diabetes and arthritis; and
- WHEREAS, public health efforts are credited with the majority of improvements in our health status; and
- WHEREAS, public health succeeds by identifying and addressing patterns of disease, illness and injury in populations; and
- WHEREAS, public health is about ensuring healthy living and working environments; and
- WHEREAS, public health efforts prepare our community for disasters such as those caused by violent weather; and
- WHEREAS, public health services benefit each and every resident of Grand Island, regardless of age, culture or race; and
- WHEREAS, public health services result in healthy citizens in healthy communities; and
- WHEREAS, it is important that we do not take public health for granted and that we recognize the need to maintain and improve our current public health efforts.

NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the month of April, 2013 as

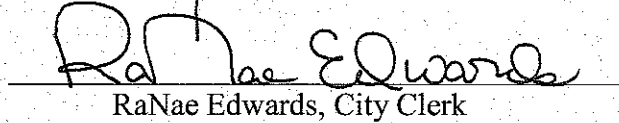
“PUBLIC HEALTH MONTH”

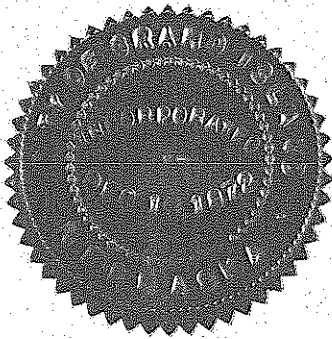
in the City of Grand Island.

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


Jay Vavricek, Mayor

Attest:


RaNae Edwards, City Clerk





City of Grand Island

Tuesday, April 23, 2013

Council Session

Item C-2

Proclamation “Stand Against Racism” April 26, 2013

The YWCA is dedicated to eliminating racism, empowering women, and promoting peace, justice, freedom, and dignity for all. Building strong relationships with persons from many races and cultural backgrounds in our community is the strength of our community. The Mayor has proclaimed April 26, 2013 as "Stand Against Racism". See attached PROCLAMATION.

Staff Contact: Mayor Jay Vavricek

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

PROCLAMATION

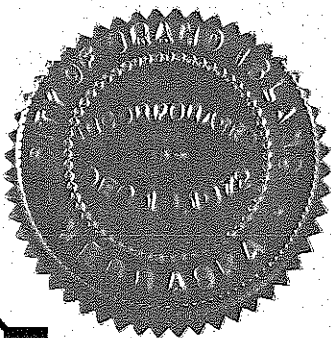
- WHEREAS, the motto of the YWCA is “eliminating racism and empowering women”; and
- WHEREAS, the YWCA is dedicated to eliminating racism, empowering women, and promoting peace, justice, freedom, and dignity for all; and
- WHEREAS, the community of Grand Island is represented by persons of many races and cultural backgrounds; and
- WHEREAS, the strength of a community is based upon strong relationships among its people; and
- WHEREAS, April 26, 2013 marks the occasion of the fourth annual “Stand Against Racism” in Grand Island; and
- WHEREAS, April 27, 2013 marks the occasion of the “Walk Against Racism” in Grand Island.

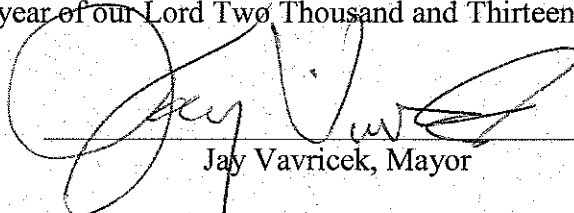
NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim April 26, 2013 as a day to

“STAND AGAINST RACISM”

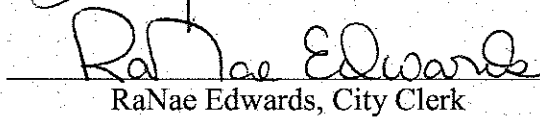
in the City of Grand Island, and encourage all citizens to treat each other with respect and dignity, regardless of race or cultural heritage.

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




Jay Vavricek, Mayor

Attest:


RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 23, 2013

Council Session

Item C-3

Recognition of Nebraska State Fair 1868 Foundation “Chillin’ at the State Fair”

Mayor Vavricek will recognize the efforts of the Nebraska State Fair 1868 Foundation to raise money to air condition the concourse beneath the grandstand at the Nebraska State Fair.

"Chillin' at the State Fair" is the goal of the foundation to bring the concourse up to the same great guest experience as other recently constructed fair buildings in time for the 2013 Nebraska State Fair.

Staff Contact: Mayor Jay Vavricek



City of Grand Island

Tuesday, April 23, 2013

Council Session

Item E-1

**Public Hearing on Acquisition of Utility Easement - 1140 S.
Lincoln Street - Goodwill Industries**

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: April 23, 2013

Subject: Acquisition of Utility Easement – 1140 S. Lincoln Street
Goodwill Industries, Inc.

Item #'s: E-1 & G-6

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Goodwill Industries, Inc., located at the Warehouse Building at 1140 S. Lincoln Street, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

During construction, it was unknown where the final conduits, cable and transformers would be placed. That location is now established. This easement will be used to provide for the actual conduit placement as constructed in addition to the easements obtained previously.

Alternatives

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

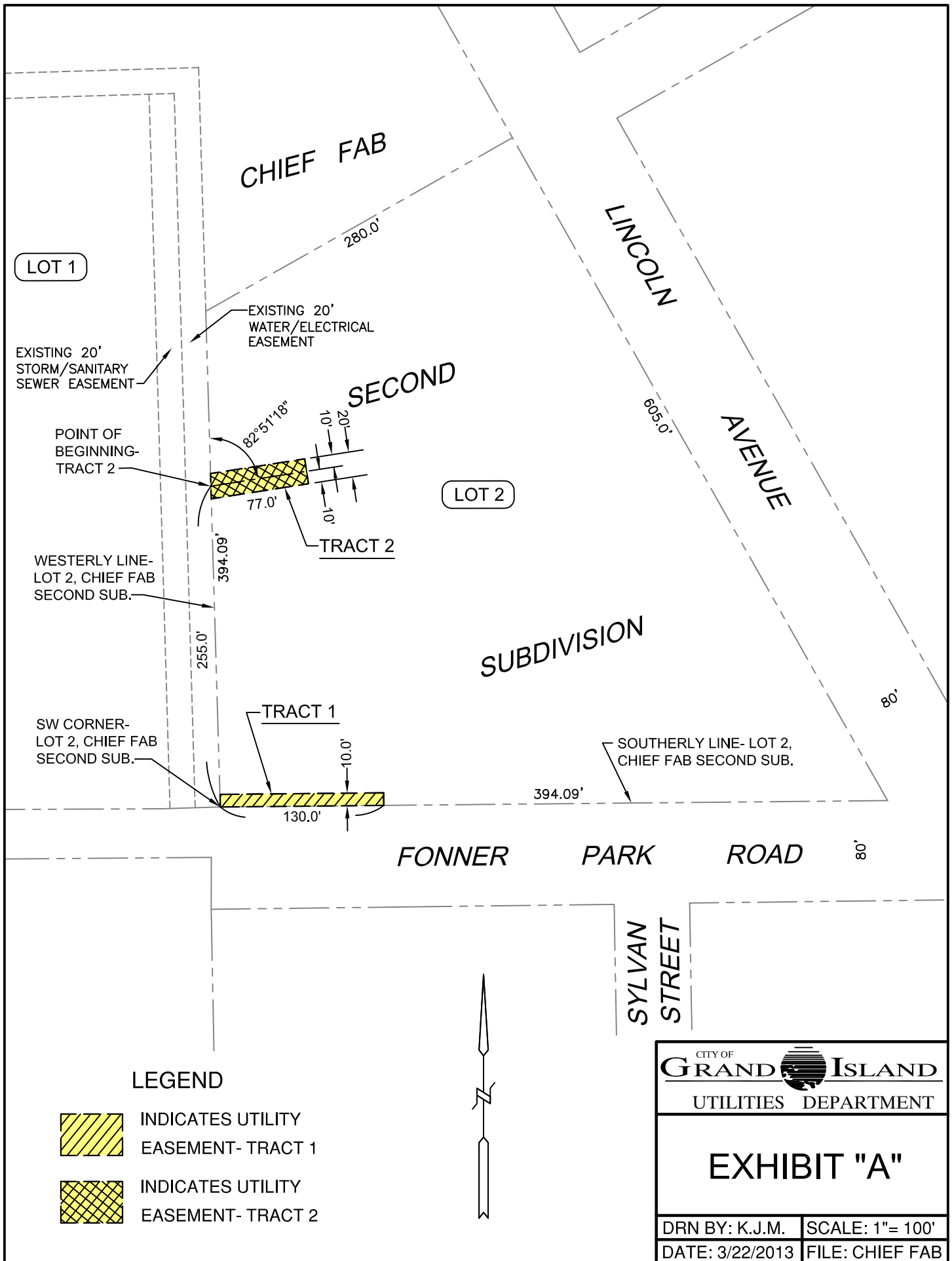
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, April 23, 2013

Council Session

Item E-2

Public Hearing on Acquisition of Utility Easement - 1/4 Mile South of Stolley Park Road and 1/4 Mile West of Gunbarrel Road - Rainy Day Farm Enterprises Preferred, LLC

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: April 23, 2013

Subject: Acquisition of Utility Easement – ¼ mile south of Stolley Park Road, and ¼ mile west of Gunbarrel Road – Part of Section 25-11-9 - Rainy Day Farm Enterprises Preferred, L.L.C.

Item #'s: E-2 & G-7

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Rainy Day Farm Enterprises Preferred, L.L.C., located ¼ mile south of Stolley Park Road, and ¼ mile west of Gunbarrel Road, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to place underground conduit, cable and a pad-mounted transformer to serve the irrigation well on the property.

Alternatives

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

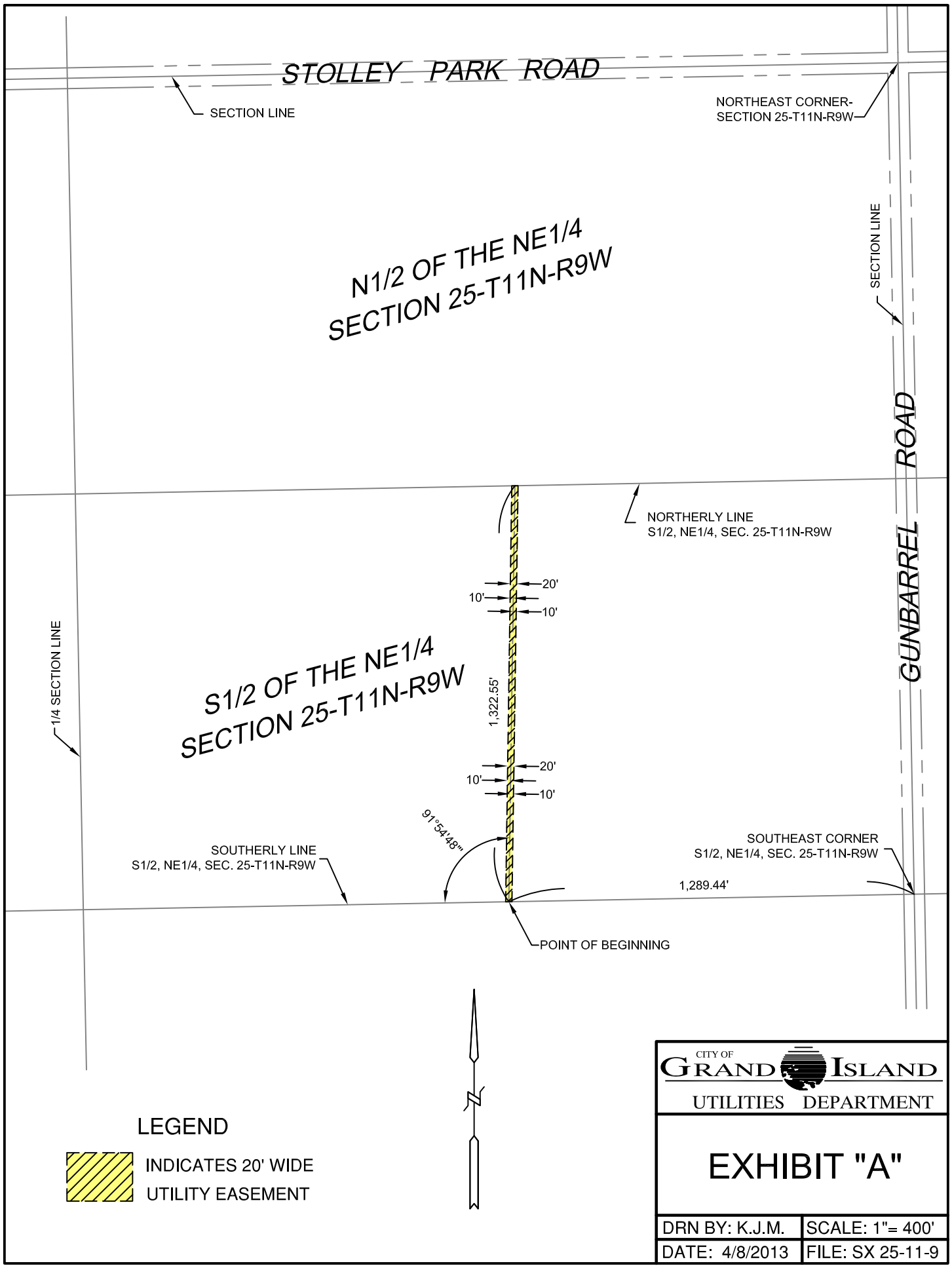
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, April 23, 2013

Council Session

Item E-3

**Public Hearing on Acquisition of Utility Easement - Between
Phoenix & Oklahoma Avenues, and Locust & Eddy Streets along
the Hike & Bike Trail - Fuller**

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: April 23, 2013

Subject: Acquisition of Utility Easement – Between Oklahoma and Phoenix Avenues, and Eddy & Locust Streets along the Hike and Bike Trail - Fuller

Item #'s: E-3 & G-8

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Steve and Barbara Fuller, located between Oklahoma and Phoenix Avenues, and Eddy and Locust Streets along the Hike and Bike Trail, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

Due to voltage drop problems and the long distance from the transformer to the customers' service, the Electric Department needs to add additional primary and secondary lines. This easement will be used to locate the new overhead primary and secondary lines and a transformer to help solve the low voltage issue. The existing secondary line crossing the Fuller's property will be removed.

Alternatives

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

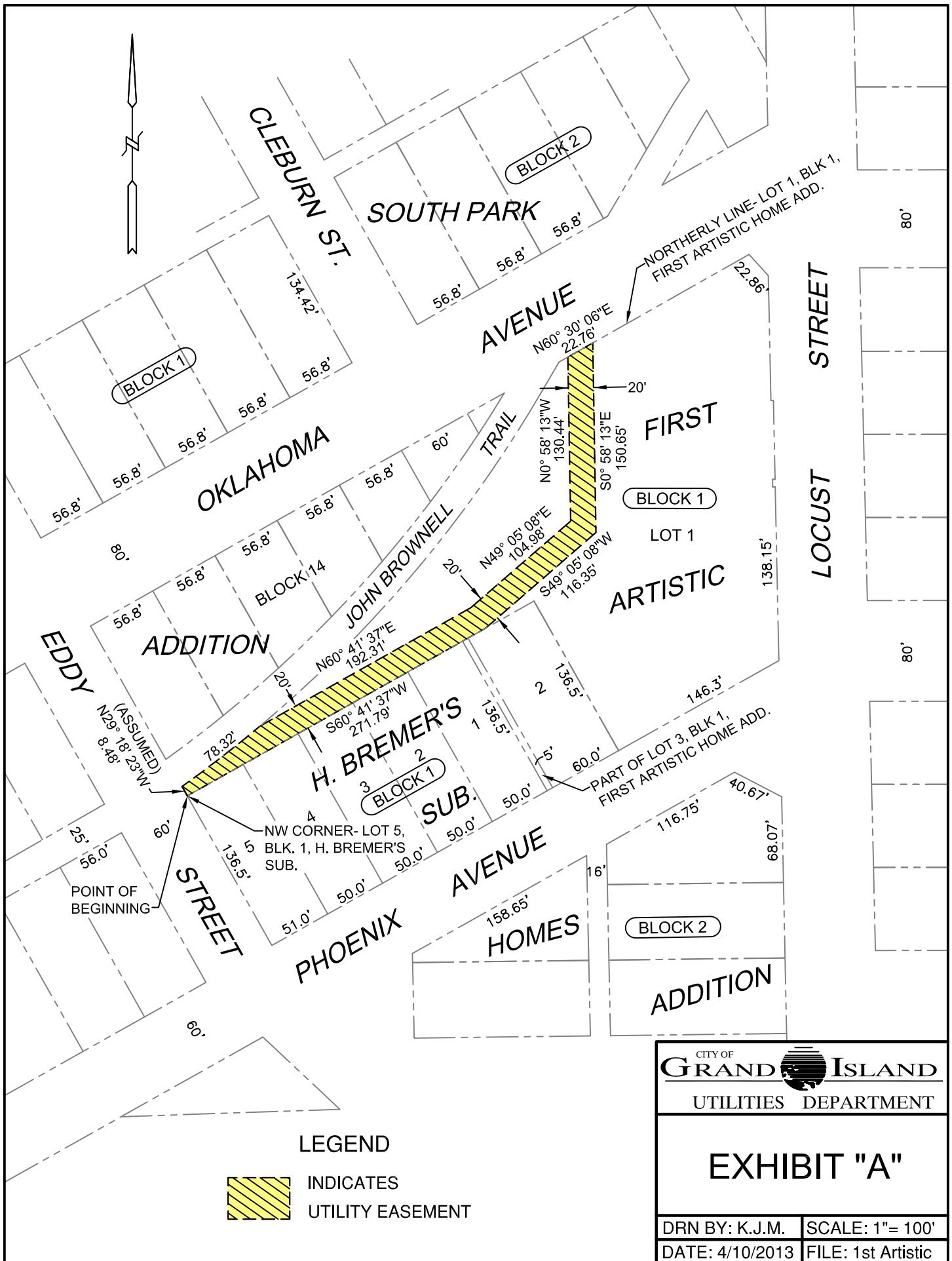
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.



LEGEND



INDICATES
UTILITY EASEMENT

CITY OF GRAND ISLAND	
UTILITIES DEPARTMENT	
EXHIBIT "A"	
DRN BY: K.J.M.	SCALE: 1"= 100'
DATE: 4/10/2013	FILE: 1st Artistic



City of Grand Island

Tuesday, April 23, 2013

Council Session

Item E-4

Public Hearing on Request to Rezone Property Located West of South Locust Street and South of US Hwy 34 from LLR (Large Lot Residential) to B2 (General Business Zone)

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: April 23, 2013

Subject: Rezone Property located West of South Locust Street and South of US Hwy 34 from LLR (Large Lot Residential) to B2 (General Business Zone)

Item #'s: E-4 & F-1

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

Background

Concerning a request to rezone property located west of South Locust Street and south of US Hwy 34. From LLR (Large Lot Residential) to B2 (General Business Zone). This property is located at 3556 South Locust and is immediately west of the Ditch Witch Dealership and part of the same parcel of property.

Discussion

At the regular meeting of the Regional Planning Commission, held April 3, 2013 the above item was considered following a public hearing.

O'Neill opened the Public Hearing.

Nabity explained this was to rezone approximately 4 acres of land west of the existing Ditch Witch Dealership on South Locust, from LLR (Large Lot Residential) to B2 (General Business Zone), in the City of Grand Island. The purpose of this rezoning request is to make the zoning consistent across the entire parcel.

O'Neill closed the Public Hearing.

A motion was made by Eriksen and seconded by Hayes to approve the rezone from LLR (Large Lot Residential) to B2 (General Business Zone).

A roll call vote was taken and the motion passed with 10 members present and 10 voting in favor (Amick, O'Neill, Ruge, Hayes, Reynolds, Connelly, Bredthauer, Haskins, Snodgrass and Eriksen,) and no one voting against.

The Planning Director's recommendation to the Planning Commission is also attached to this recommendation from the Planning Commission.

Alternatives

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

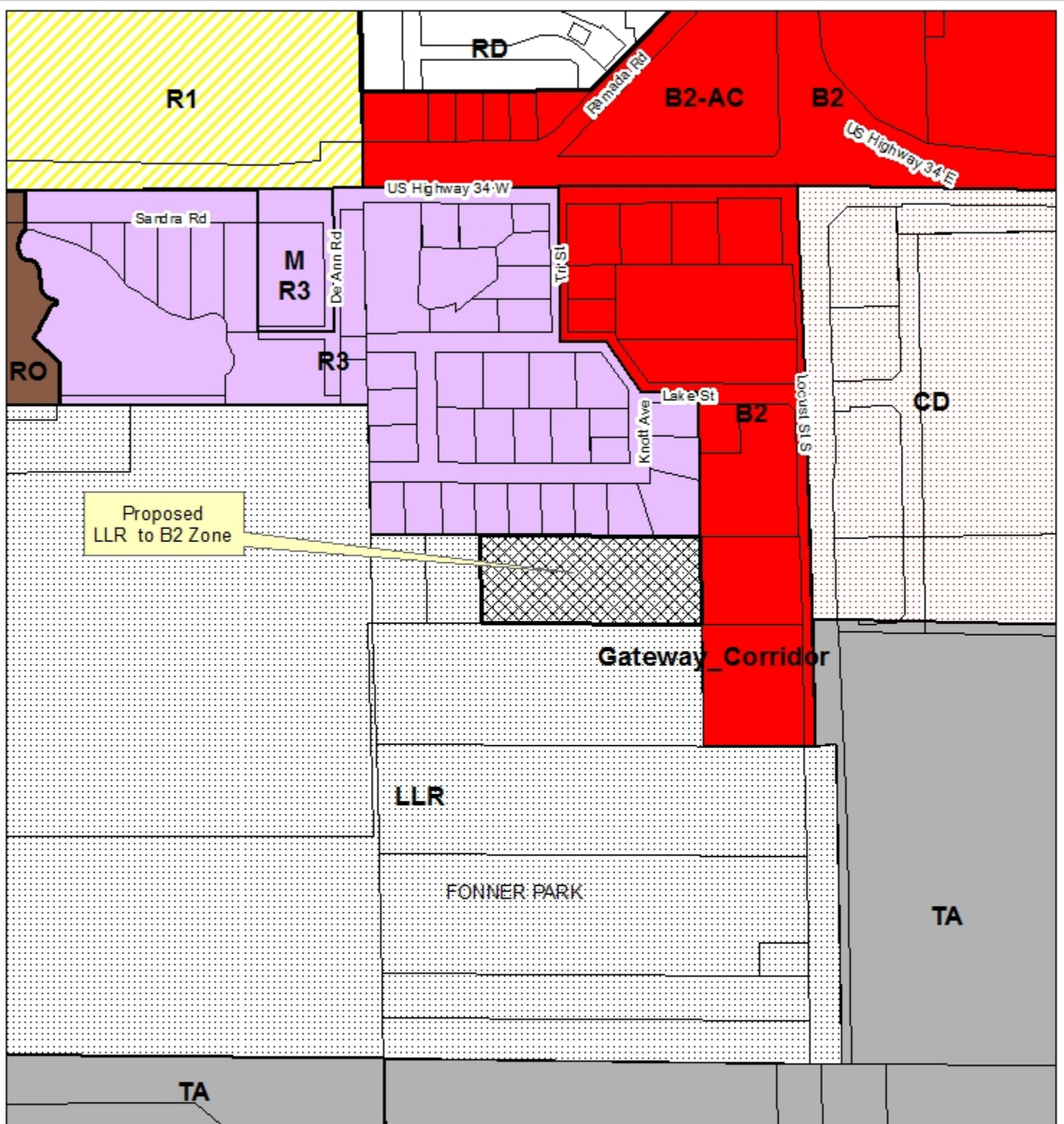
1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Postpone the issue

Recommendation

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

Sample Motion

Approve the request to rezone property as proposed.




Requested Zoning




Scale : NONE

C-10-2013GI



 From LLR : Large Lot Residential Zone

 to B2 : General Business Zone



GRAND ISLAND PLANNING COMMISSION
1000 N. 4th St., Grand Island, NE 68881
(402) 342-1000

Agenda Item #4

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

April 3, 2013

SUBJECT: *Zoning Change (C-10-2013GI)*

PROPOSAL: To rezone approximately 4 acres of land south of Lake Street and west of South Locust Street, from LLR Large Lot Residential to B2 General Business Zone, in the City of Grand Island. The purpose of this rezoning request is to make the zoning consistent across the full parcel.

OVERVIEW:

Site Analysis

Current zoning designation:

LLR-Large Lot Residential.

Permitted and conditional uses:

LLR - Agricultural uses, recreational uses and residential uses at a density of 2 dwelling units per acre.

Comprehensive Plan Designation:

Designated for commercial development.

Existing land uses.

Property fronting South Locust is zoned B2 and occupied by the Ditch Witch Dealership

Adjacent Properties Analysis

Current zoning designations:

South: B2-General Business and LLR Large Lot Residential

North: R3-Medium Density Residential

East: B2-General Business and CD Commercial Development Zone

West: LLR- Large Lot Residential

Permitted and conditional uses:

LLR - Agricultural uses, recreational uses and residential uses at a density of 2 dwelling units per acre. R2- Agricultural uses, recreational uses and residential uses at a density of 13 dwelling units per acre. B2-Residential uses at a density of up to 43 units per acre, a variety of commercial, retail, office and service uses. CD a variety of commercial, retail, office and service uses with development permitted as outlined in the development agreement, no residential uses.

Comprehensive Plan Designation:

North, South, East and West: Designated Commercial Development.

Existing land uses:

North: Vacant property

East: Commercial Property Ditch Witch and Wal Mart

South: Honda Shop Property

West: Single Family Homes

EVALUATION:

Positive Implications:

- *Consistent with the City's Comprehensive Land Use Plan:* The subject property is designated for low to Highway Commercial development (Typically B2).
- *Accessible to Existing Municipal Infrastructure:* City water and sewer services are available to service the rezoning area.
- *Consistent with the existing commercial development:* This property is already and has historically been used for commercial purposes. This proposal just extends the commercial zoning across the full property.

Negative Implications:

No Negative Consequences Foreseen

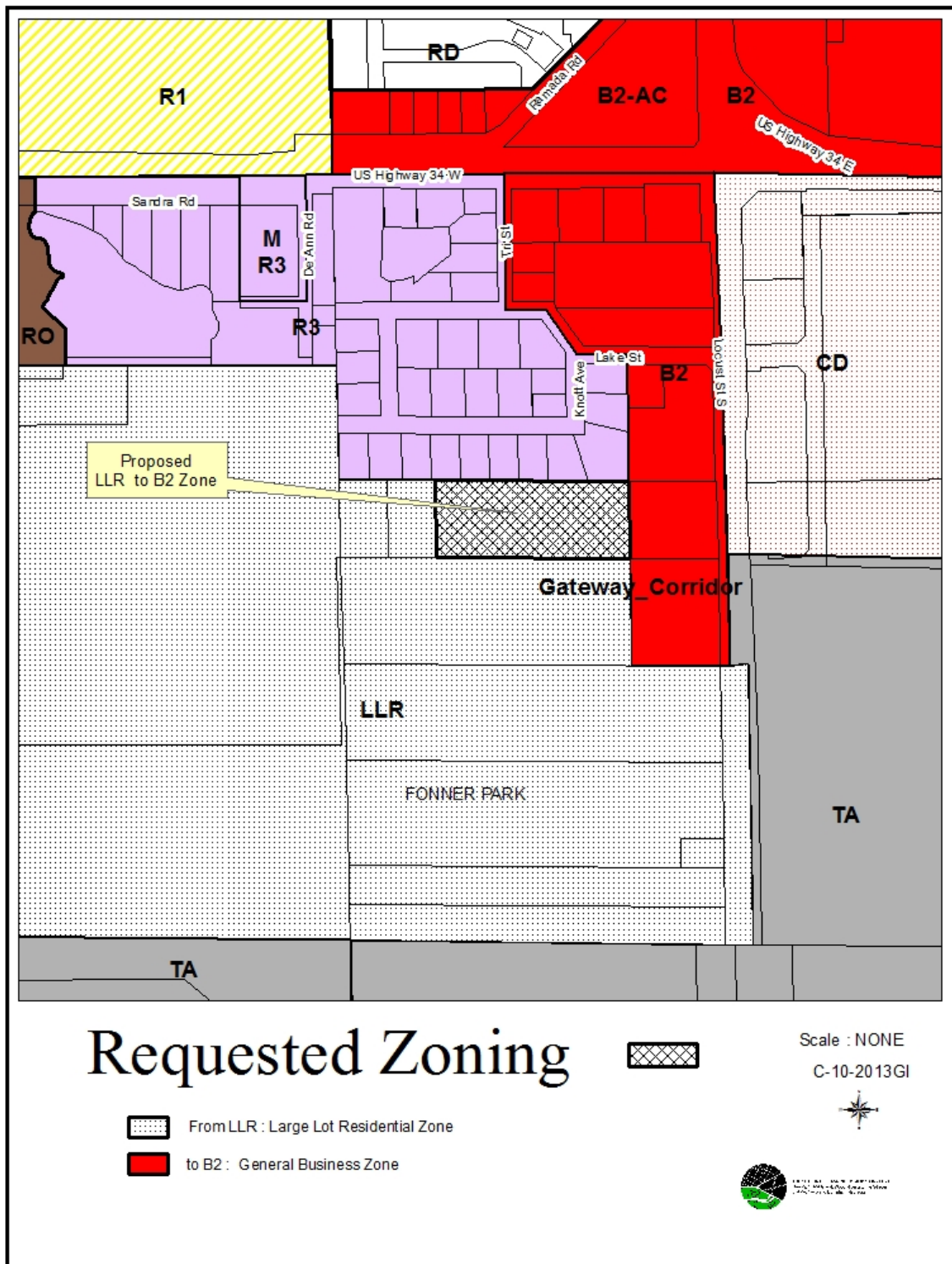
Other Considerations

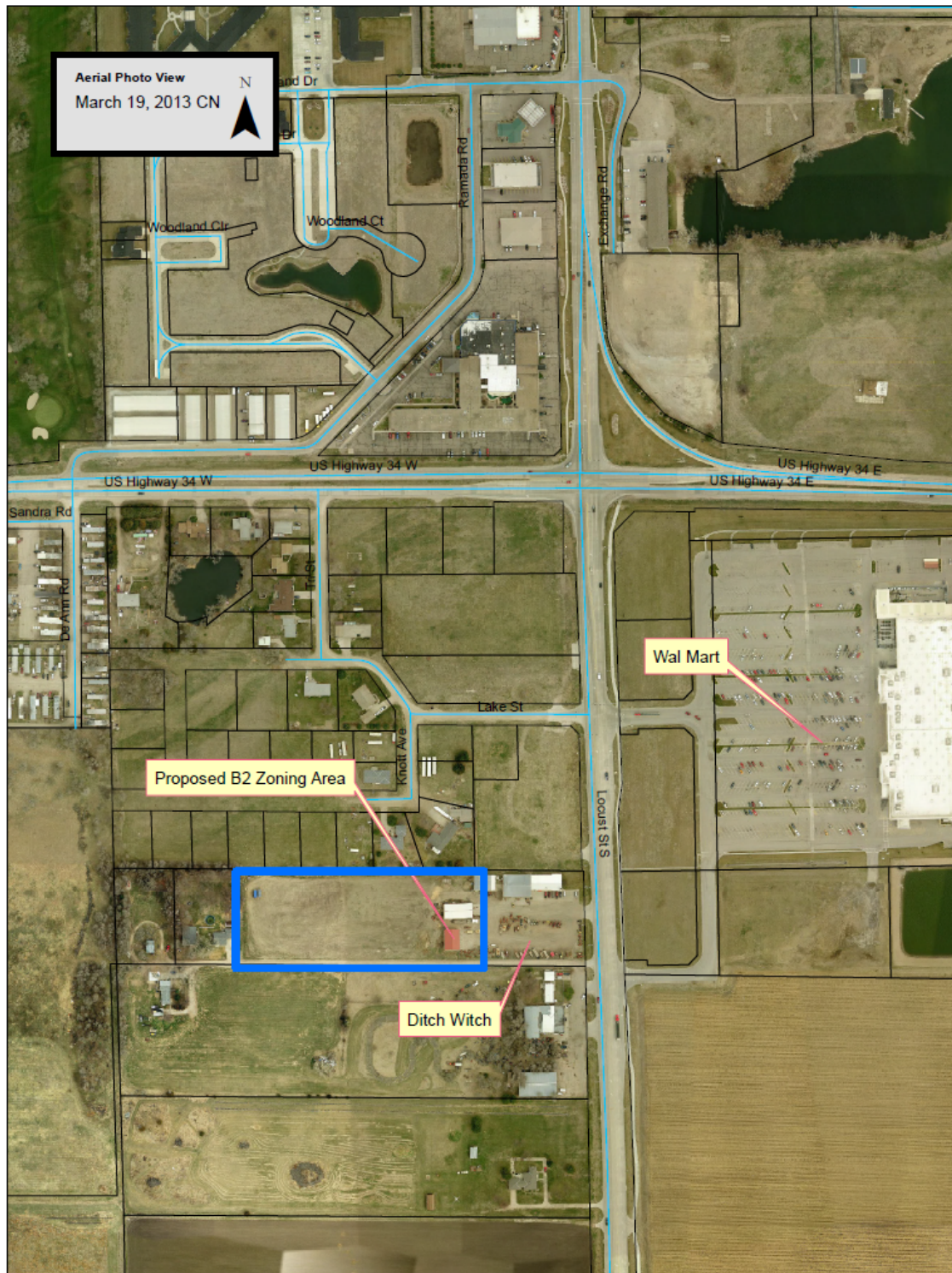
This proposal is consistent with the 2004 comprehensive plan.

RECOMMENDATION:

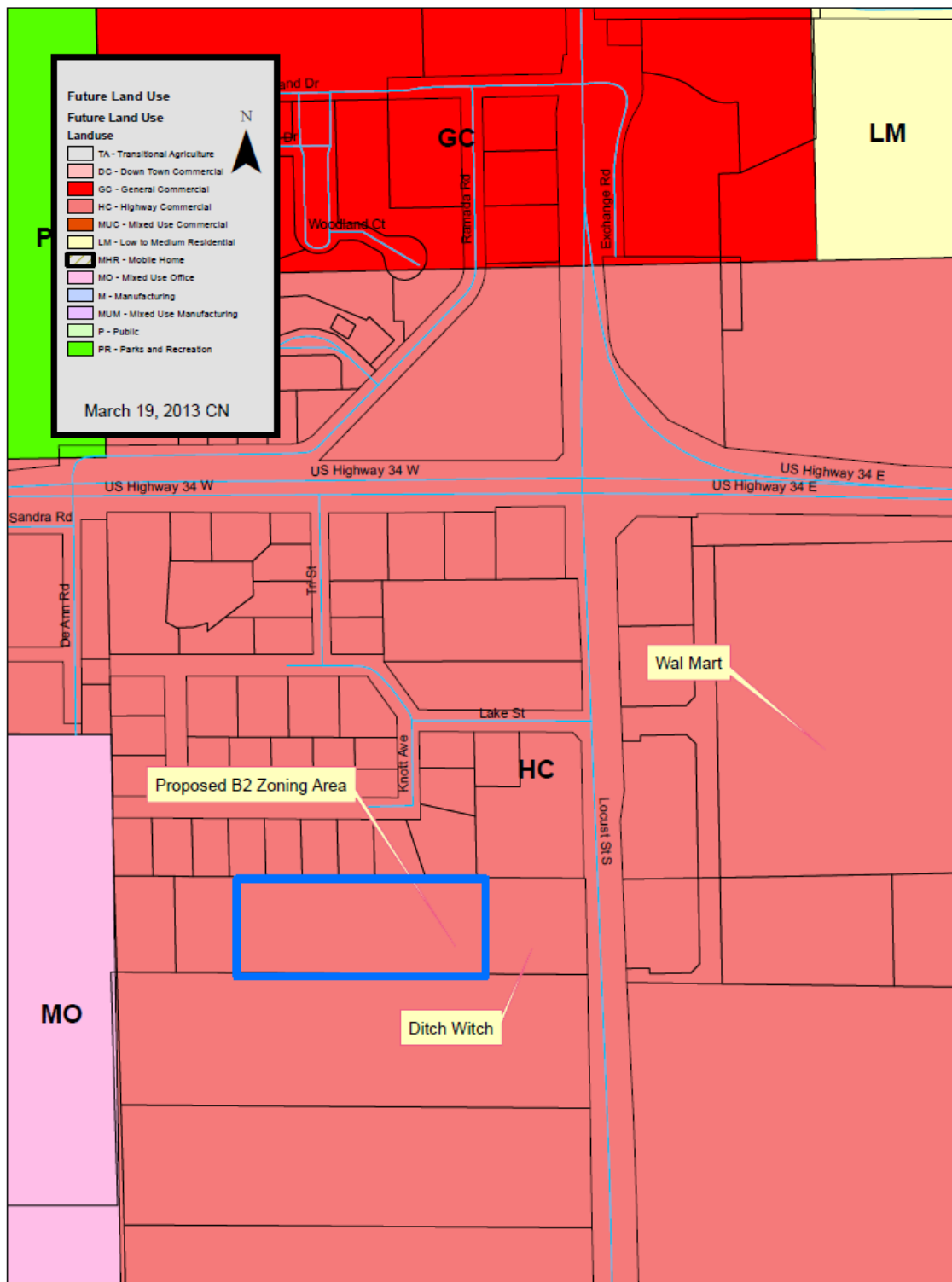
That the Regional Planning Commission recommend that the Grand Island City Council change the zoning on the this site from LLR-Large Lot Residential to B2-General Business as requested and shown on the attached map.

_____ Chad Nabity AICP, Planning Director





2011 Aerial Photos



2004 Future Land Use Map as Adopted with the Grand Island Comprehensive Plan

March 20, 2013

Dear Members of the Board:

RE: Rezoning – Change of Zoning. Rezone request changing property from LLR Large Lot Residential to B2 General Business Zone, located in the City of Grand Island.

For reasons of Section 19-923 Revised Statutes of Nebraska, as amended, there is herewith submitted a rezone request to the Grand Island Zoning Map from LLR Large Lot Residential Zone to B2 General Business Zone, A tract of land comprising a part of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 33, Township 11 North, Range 9 West of the 6th P.M. in Hall County, Nebraska, more particularly described as follows: Beginning at the southeast corner of said Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4); thence westerly along the south line of said Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4), a distance of 1,000.7 feet; thence northerly a distance of 264.8 feet; thence easterly, a distance of 1,000.9 feet to the east line of said Section 33, thence southerly along the east line of said Section 33, a distance of 266.9 feet to the place of beginning.

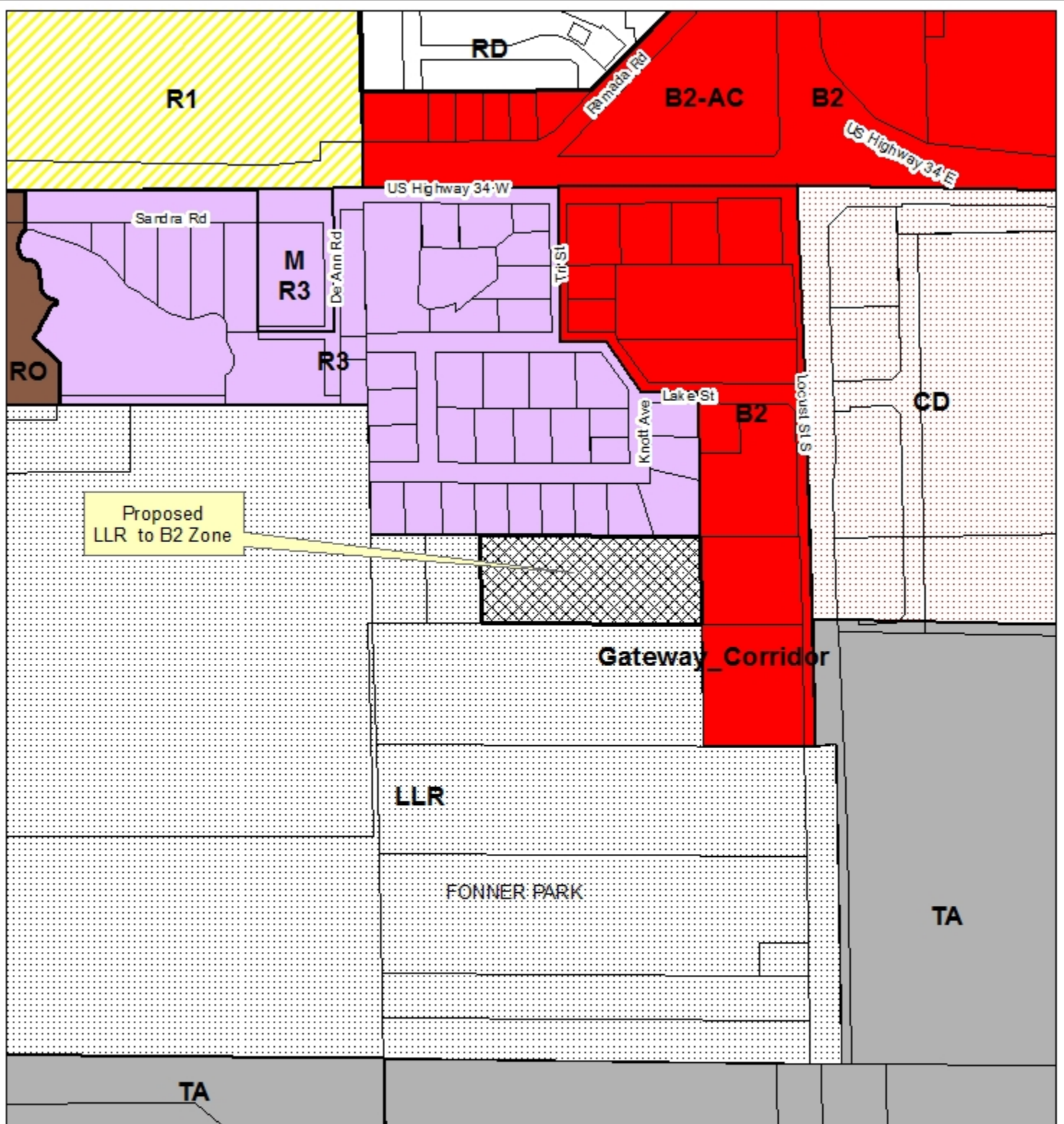
You are hereby notified that the Regional Planning Commission will consider this zoning change at the next meeting that will be held at 6:00 p.m. on April 3, 2013 in the Council Chambers located in Grand Island's City Hall.

Sincerely,

Chad Nabity, AICP
Planning Director

cc: City Clerk
City Attorney
City Public Works
City Building Department
City Utilities

This letter was sent to the following School Districts 1R, 2, 3, 8, 12, 19, 82, 83, 100, 126.





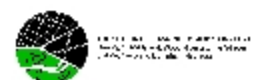
Requested Zoning



Scale : NONE
C-10-2013GI



-  From LLR : Large Lot Residential Zone
-  to B2 : General Business Zone





City of Grand Island

Tuesday, April 23, 2013

Council Session

Item E-5

**Public Hearing on Amendment to the Redevelopment Plan Area 8
Located at 1119 S Adams Street**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: April 23, 2013

Subject: Amendment to Redevelopment Plan for CRA Area #8

Item #'s: E-5 & I-1

Presenter(s): Chad Nabity, AICP CRA Director

Background

In 2012, the Grand Island City Council declared property referred to as CRA Area #8 as blighted and substandard and approved a generalized redevelopment plan for the property. The generalized redevelopment plan authorized the use of Tax Increment Financing (TIF) for the acquisition of property, redevelopment of property, site preparation including demolition, landscaping and parking. TIF can also be used for improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage.

Chief Industries, INC., as the developer has submitted a proposed site specific redevelopment plan that would provide for site acquisition, clearance and extension of utilities and subsequent construction of a duplex at 809 and 811 Kimball Avenue in Grand Island, Nebraska.

The CRA reviewed the proposed development plan on October 10, 2012 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on November 7, 2012. The CRA also sent notification to the City Clerk of their intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on November 7, 2012. The Planning Commission approved Resolution 2013-03 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island.

Discussion

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

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #10 and authorizes the CRA to execute a contract for TIF based on the plan amendment. The redevelopment plan amendment permits site acquisition, demolition, clearance and extension of utilities and subsequent construction of a duplex at 809 and 811 S Kimball Avenue in Grand Island, Nebraska. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for an eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. The total tax increment financing allowed for this project may not exceed \$38,372 during this 15 year period.

This is the culmination of the first Microblight designation in the City of Grand Island. Redevelopment Area #10 was approved specifically to allow TIF to be used to remove and redevelop this particular property.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the resolution as submitted.

Site Specific Redevelopment Plan

Grand Island CRA Area #8

March 2013

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area #8 with in the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific infrastructure related project in Area #8.

Executive Summary: Project Description

THE CONSTRUCTION OF A NEW 33,456 SQUARE FOOT STRUCTURE AS PART OF THE CHIEF FABRICATION PLANT ALONG WITH THE INSTALLATION OF NEEDED UTILITIES, DEMOLITION OF STRUCTURES, PAVING AND OTHER SITE IMPROMENTS AS NECESSARY TO SUPPORT THIS REDEVELOPMENT ON THE NORTH SIDE OF FONNER PARK ROAD BETWEEN ADAMS STREET AND LINCOLN AVENUE ON LOT 1 OF CHIEF FAB SECOND SUBDIVISION 1119 S ADAMS STREET. DEMOLITION AND UTILITY EXTESION EXPENSES WERE PREVIOUSLY DECLARED ELIGIBLE FOR TIF BY THE A MEMORANDUM OF UNDERSTANDING APPROVED BY CHIEF INDUSTRIES, THE CITY OF GRAND ISLAND AND THE GRAND ISLAND COMMUNITY REDEVELOPMENT AUTHORITY IN JULY OF 2012.

The developer intends to use Tax Increment Financing to defray the costs of land acquisition, demolition costs related to clearing the property and preparing it for redevelopment and the installation of utilities necessary to redevelop this property. This project would not be possible in an affordable manner without the use of TIF.

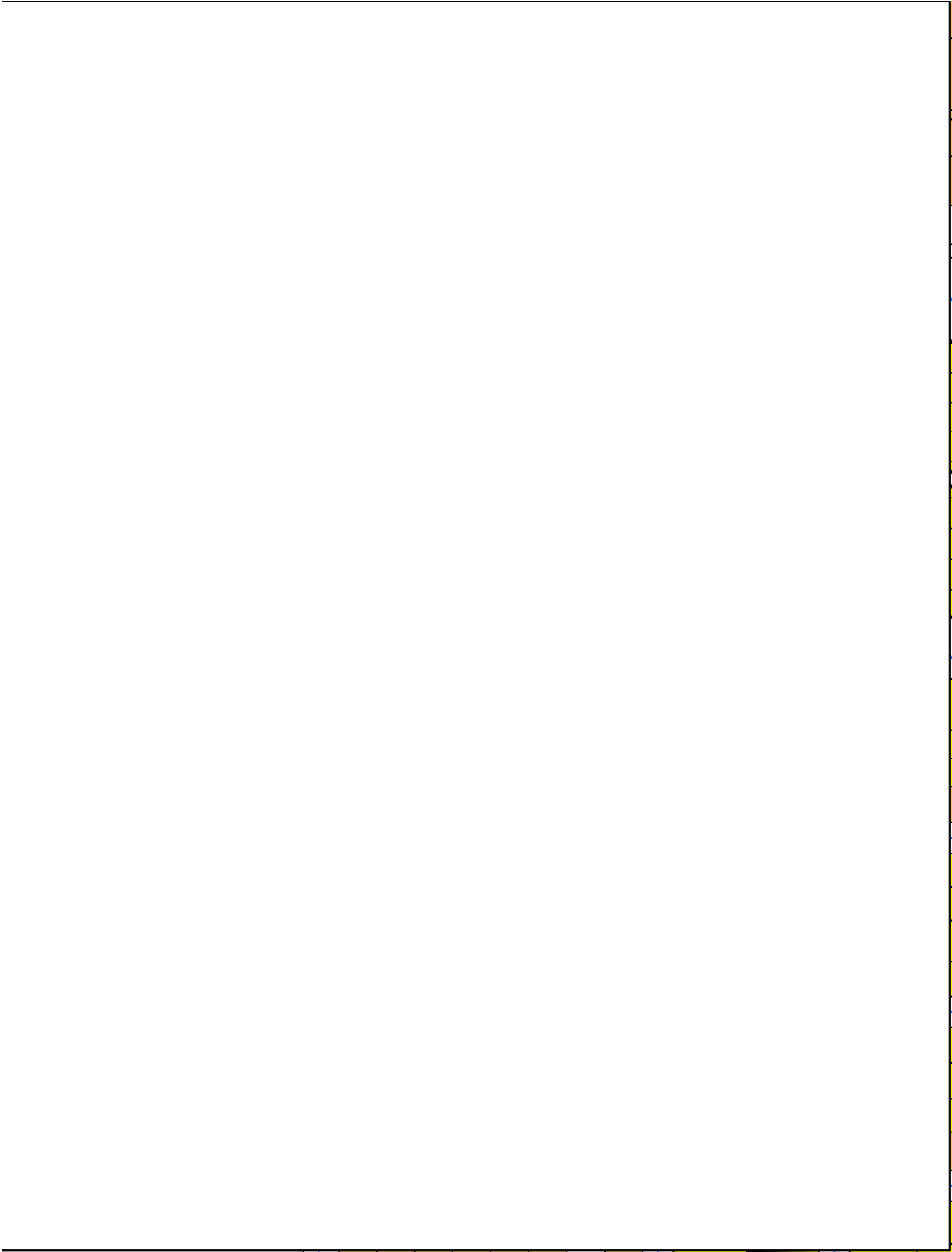
The site is owned by the developer. All site work, demolition and utilities have been paid for by the developer in accordance with the memorandum of understanding between the developer, the City and the CRA. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the acquisition, demolition and utilities work. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2014 towards the allowable costs and associated financing for the remodeling and site work.

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

Property Description (the “Redevelopment Project Area”)

This property is located north of Fonner Park Road between Lincoln Avenue and Adams Street at 1119 S Adams in southeast Grand Island. The attached map identifies the subject property and the surrounding land uses:

- **Legal Descriptions** Lot 1 of Chief Fab Second Subdivision in the City of Grand Island, Hall County, Nebraska.



The tax increment will be captured for the tax years the payments for which become delinquent in years 2015 through 2029 inclusive.

The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from construction of a 33,456 foot addition to the manufacturing facility.

Statutory Pledge of Taxes.

Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in the Redevelopment Project Area shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be January 1, 2014.

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

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

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

Redevelopment Plan Amendment Complies with the Act:

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

1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on April 24, 2012. [§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.

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

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to rehabilitate an existing conforming use on this property.

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

a. Land Acquisition:

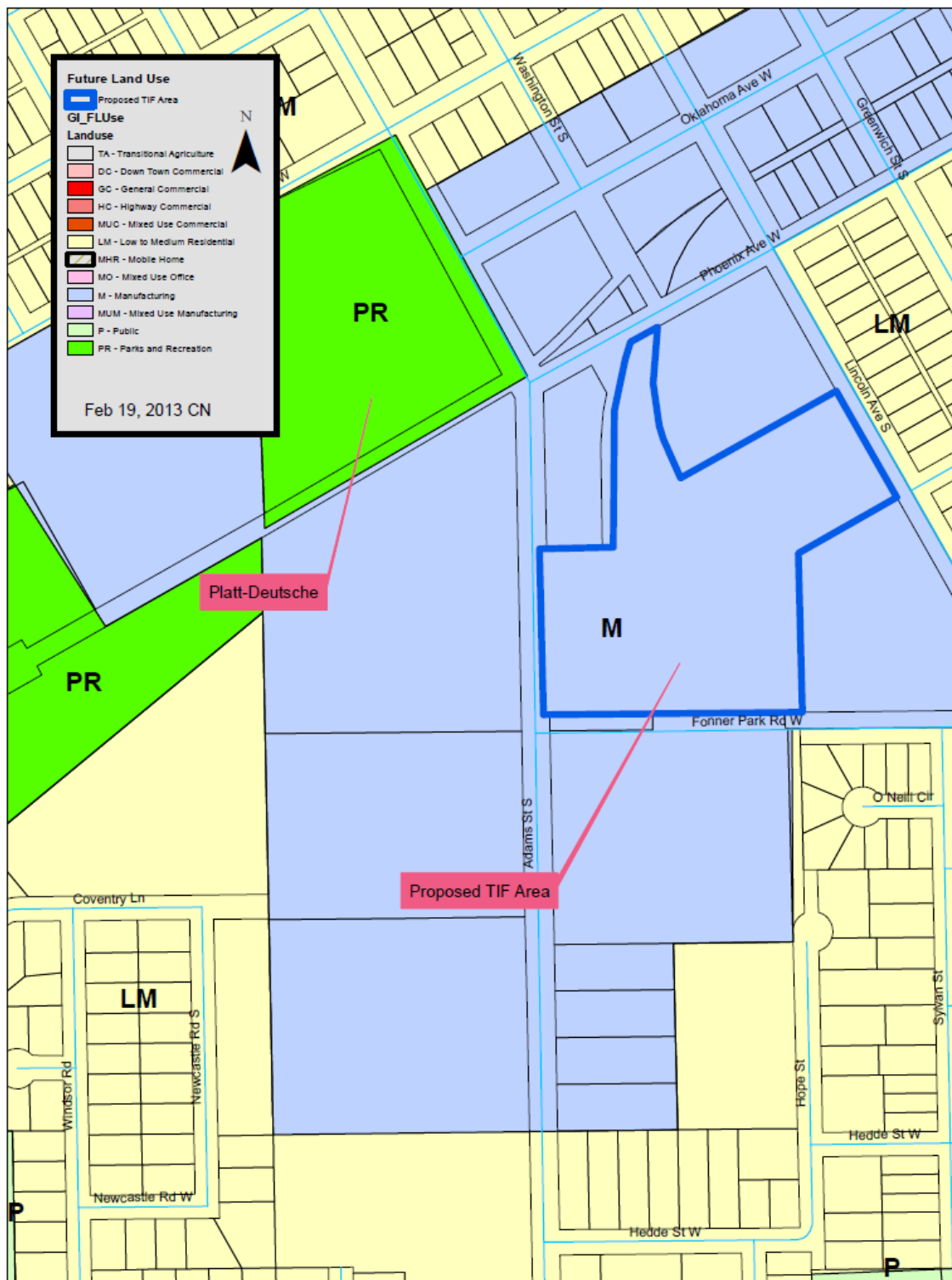
The Generalized Redevelopment Plan for Area #8 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority. The developer has already acquired the property as acknowledge by the July 2012 MOU.

b. Demolition and Removal of Structures:

The July 2012 MOU authorized expenses related to demolition as eligible for Tax Increment Financing. The Aurora Coop structures were demolished and all of the expenses were paid prior to the end of September 2012. Copies of those expenses are recorded with the CRA grant for this project.

c. Future Land Use Plan

See the attached map from the 2004 Grand Island Comprehensive Plan. The site is planned for industrial development. [§18-2103(b) and §18-2111] The attached map also is an accurate site plan of the area after redevelopment. [§18-2111(5)]



City of Grand Island Future Land Use Map

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

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

e. Site Coverage and Intensity of Use

The developer is proposing an addition to the existing manufacturing use consistent with the M2 zoning district. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

This site has full service to municipal utilities. A new water main has been constructed to serve the property and provide necessary fire protection to the site. The developer is responsible for installing the water line to City standards and specifications.

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

The Grand Island Utilities Department has sufficient capacity to serve the electrical needs of the proposed addition.

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

4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation.

This property, owned by the developer is maintained as a manufacturing facility. The proposed use of this property would continue as a manufacturing facility. No individuals or families will be relocated as a result of this project. [§18-2103.02]

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

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

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

The developer has owned the property for since 2011. The cost of property acquisition is included as a TIF eligible expense. Costs for the land, demolition of the Aurora Coop buildings, site preparation, utilities extension and construction of the addition to the existing facility are estimated at \$3,859,145 including all fees. The direct cost for purchase of the property, demolition, site preparation and utilities extensions are estimated at \$859,500. Fees and reimbursement to the City and the CRA of \$6,500 are included as a TIF eligible expense.

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

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

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$679,870 from the proceeds of the TIF Indebtedness issued by the Authority. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2014 through December 31, 2029.

c. Statement of feasible method of relocating displaced families.

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

7. Section 18-2113 of the Act requires:

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

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan, in that it will allow for the utilization of and redevelopment of manufacturing property. This will not significantly impact traffic on at the intersection along Fonner Park Road. New investment in this manufacturing area will raise property values and provide a

stimulus to keep surrounding properties properly maintained. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions.

8. Time Frame for Development

Development of this project (including demolition, site preparation and new construction) is anticipated to be completed between August 2013 and July of 2014. Excess valuation should be available for this project for 15 years beginning with the 2014 tax year.

9. Justification of Project

The Aurora Coop site was no longer in daily use and because of its proximity to residential properties and the Barr Middle School it presented a dangerous and attractive nuisance in the neighborhood. The CRA and City Council agreed that it was in the best interest of the community to remove those structures as soon as possible and approved a memorandum of understanding (MOU) to allow Chief Industries to demolish those buildings and begin utility installation prior to the approval of a final redevelopment plan for the area. This final redevelopment plan provides for additional new manufacturing development in an area of the community that is and will continue to be manufacturing in nature. This new development will provide additional skilled full time jobs in the community and allow an existing Grand Island company to expand their operations within the community.

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

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

The redevelopment project area currently has an estimated valuation of \$2,123,068. The proposed renovation of this facility will result in an estimated additional \$1,746,077 of taxable valuation based on an analysis by the Hall County Assessor's office. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off.

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

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

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

The proposed facility will provide jobs for persons employed by the contractors that will be involved with the project. Chief is also proposing to create 43 new full time positions in Grand Island at their fabrication facility.

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

The additional jobs may be filled by people in other positions around Grand Island or in jobs where they are underemployed. These new jobs will create a more competitive market for the skilled workers involved in fabrication activities.

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

This project will provide additional base employment within Grand Island. The project has already resulted in the demolition of unused buildings that could have created a nuisance and safety issue within the neighborhood. The use of tax increment financing was anticipated by the developer and approved by the CRA and City Council with a memorandum of understanding prior to the demolition of structures on this property and installation of utilities. The reinvestment in this neighborhood should lead to stabilized property values and further investment in the area.

Time Frame for Development

Development of this project is anticipated to be completed during between August 2013 and July of 2014. The base tax year should be calculated on the value of the property as of January 1, 2011. The tax increment on excess valuation should be available for this project for 15 years beginning in 2014. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years or an amount not to exceed \$679,870 the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the estimates and actual costs of the expenses for the cost of acquisition, demolition, site preparation, engineering, legal fees and fees reimbursed to the City and CRA, and financing fees the developer will spend over \$859,500 on TIF eligible activities.

See Attached Building Plans

**BACKGROUND INFORMATION RELATIVE TO
TAX INCREMENT FINANCING REQUEST**

Project Redeveloper Information

Business Name: Chief Industries, Inc.

Address: 3942 West Old Highway 30
Grand Island, NE 68803

P. O. Box 2078
Grand Island, NE 68802

Telephone No.: 308-389-7200

Fax No.: 308-389-7352

Contact: David Ostdiek

**Brief Description of
Applicant's Business:**

CHIEF FABRICATION, a division of Chief Industries, Inc., is one of the most diverse metal fabricators in the Midwest. This division offers a large staff, multiple shift operation and state-of-the-art fabrication technologies, including programmable CNC equipment. Established in 1954 and located in Grand Island, Nebraska Chief Fabrication serves an ever-widening range of manufacturers of agricultural, recreational, and construction equipment, and a variety of industrial accounts from coast to coast. The type of work offered ranges from simple, single level components and complicated weldments, to complete, contract manufactured products, ready to be marketed.

Present Ownership

Proposed Project Site: Chief Industries, Inc., 1119 South Adams Street, Grand Island, NE 68801

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

Chief is proposing a 33,456 square foot building addition. The building will be a metal building system. See attached site plan, floor plan and building elevation (Exhibit A). The project is geared towards expanding manufacturing capabilities.

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

VI. Estimated Project Costs:

Acquisition Costs:

A. Land	\$ 525,000
B. Building	\$

Construction Costs:

A. Renovation or Building Costs:	\$ 1,590,000
B. On-Site Improvements:	\$ 288,000

Soft Costs:

A. Architectural & Engineering Fees:	\$ 30,000
B. Financing Fees:	\$ -0-
C. Legal/Developer/Audit Fees:	\$ 10,000
D. Contingency Reserves:	\$ -0-
E. Other (Please Specify): CRA Fees	\$ 6,500

TOTAL \$ 2,449,500

VII. Total Estimated Market Value at Completion: \$ 3,859,145

VIII. Source of Financing:

A. Developer Equity:	\$ -0-
B. Commercial Bank Loan:	\$ 1,769,630
C. Tax Credits:	
1. N.I.F.A.	\$ -0-
2. Historic Tax Credits	\$ -0-
D. Industrial Revenue Bonds:	\$ -0-
E. Tax Increment Assistance:	\$ 579,870
F. Other – CRA Grant	\$ 100,000

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

Chief Construction Company 2107 North Road Grand Island, NE 68803 Phone: 308-389-7222 Fax: 308-389-7393	P. O. Box 2078 Grand Island, NE 68802
---	--

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

\$40,176 (See Exhibit B for detail calculations)

XI. Project Construction Schedule:

Construction Start Date:	Upon TIF application acceptance
Construction Completion Date:	270 days after acceptance

If Phased Project:

Year

% Complete

Year

% Complete

XII. Please Attach Construction Pro Forma

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

TAX INCREMENT FINANCING REQUEST INFORMATION

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

\$561,240 of tax increment financing (based on 0% lending rate) is being requested to assist in the acquisition of land, site preparation, demolition, and other necessary site preparation expenditures. Improvements to the site will include improved drainage and creation of new parking facility and fire access and the resurfacing of the existing parking area where warranted. The TIF funds will enable project completion resulting in vast improvements to the condition of the current location and making it more economically viable to expand the current manufacturing facility. The opportunity for expanded production space into the community will benefit the local economy and markets accordingly. Over a three year period it is anticipated 41 additional FTE employees will be added.

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

The proposed acquisition of land and necessary preparation of the site will result in overall improvements to the area and allow for the completion of a building addition to increase the manufacturing capabilities of the location. Tax increment financing is an integral and essential component to project completion which is contingent upon receipt of the expected \$561,240 of tax increment assistance. Feasibility is dependent on TIF funds that will enable the creation of adequate economics to acquire the land and make necessary site improvements that will enable the construction of a building addition at a competitive rate in the specified area.

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

XIV. Please Attach Applicant's Corporate/Business Annual Financial Statements for the Last Three Years.

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

Exhibit B

Chief Industries, Inc.
Tax Increment Financing Request
Estimated Real Estate Taxes on Project Site Upon Completion of Project

Existing Assessed Value and Real Estate Tax on Project Site

Parcel Number	Assessed Value (2012)			Taxes
	Improvements	Land	Total	
400206838	1,807,768	315,300	2,123,068	47,274

Estimated Real Estate Taxes on Project Site Upon Completion of Project

Total Levy as per 2012 Real Estate Tax Statement	2.226701%
Base assessed value	2,123,068
Projected increase in taxable value	<u>1,736,077</u>
Proposed assessed value	<u>3,859,145</u>
Estimated annual real estate tax after project completion	85,932
Less existing annual real estate tax	<u>47,274</u>
Estimated increase in annual real estate tax	38,658

Deanna B. Sp

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (the “**MOU**”) is made and entered into this 11th day of July, 2012, between the City of Grand Island, NE (the “**City**”), the Community Redevelopment Authority of the City of Grand Island, NE (the “**Authority**”) and Chief Industries, Inc., a Delaware corporation (the “**Company**”).

WHEREAS, the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), prescribes the requirements and procedures for the Planning and implementation of Redevelopment Projects; and

WHEREAS, the Company has acquired certain real Property in the City legally described on Exhibit A (the “**Property**”) which lies within an area declared blighted and substandard by the City; and

WHEREAS, the Property lies within an area subject to a Redevelopment Plan adopted by the Authority and approved by the City; and

WHEREAS, the Company desires to demolish and remove the blighted and substandard improvements on the Property, (the “**Preliminary Activities**”); and

WHEREAS, the Company intends to formulate and present a Redevelopment Plan for the Property to the Authority, which plan shall include demolition of blighted and substandard improvements, installation of municipal utilities including, but not limited to, a municipal water main line, and the eventual redevelopment of certain private improvements to be identified by the Company; and

WHEREAS, the Authority finds it in the public interest to consider a request for a grant to be funded in part by Tax Increment Financing (TIF) to promote the development of the Project and assist with the funding of the Preliminary Activities.

NOW THEREFORE, the parties set forth their understanding in regard to certain actions and expenditures that the Company will make for funding Preliminary Activities prior to Redevelopment Plan submission and approval but which Preliminary Activities shall remain eligible for inclusion in a subsequent Redevelopment Project and Plan:

1. *Definitions.* Capitalized items used in this MOU shall have the meanings assigned herein.
2. *Company's Obligations.* Upon execution of this MOU, the Company may proceed with the following actions:
 - a. *Preliminary Activities.* Upon presentation to the Authority of a Demolition Plan identifying the existing improvements on the Property to be demolished the Company may proceed with the demolition in accordance with the Demolition Plan.

- b. *Redevelopment Plan and Project.* The Company shall cooperate with the Authority to prepare a Redevelopment Plan identifying a Redevelopment Project for the Property. Such Redevelopment Plan shall include, at a minimum:
 - i) the demolition of the existing blighted and substandard structures;
 - ii) the installation of municipal utilities including, specifically, a city water main extension to provide service to the Property; and
 - iii) the eventual development of the Property with private improvements.
- c. *Funding.* Upon completion of the demolition pursuant to the Demolition Plan, the Company shall provide the Authority an itemized list of expenditures incurred in the demolition.
- d. *Indemnification.* The Company agrees to indemnify, and hold the Authority and the City, their employees, agents, independent contractors and consultants harmless from and against any and all suits, claims, cost of defense, damages, injuries, liabilities, costs and/or expenses resulting from, arising out of, or in any way connected with this MOU.

3. *Authority's Obligations.*

- a. *Funding.* In order to finance in part the Preliminary Activities the Authority shall grant to the Company up to the sum of \$100,000.00 ("**Grant**"), provided such amount shall not exceed the sum determined to be qualifying expenditures eligible for reimbursement pursuant to §18-2103 (12) of the Act. Such grant shall be financed by the issuance of TIF indebtedness to be repaid from a division of taxes pursuant to §18-2147 (1)(b) of the Act as provided herein. The Redevelopment Plan for the Property shall provide for the reimbursement of the Authority in an amount not to exceed the Grant solely from excess TIF Note proceeds or excess incremental tax revenue generated by the Project. The Redevelopment Plan and the Redevelopment Contract shall first provide for the payment of the Company's eligible project costs once the Authority and/or the City approve the use of TIF for the Project, pursuant to subsection (b) below.
- b. *Tax Increment Financing.* The City and Authority shall consider, after appropriate proceedings as required by law approving and implementing a Redevelopment Plan for the Property authorizing tax increment financing for the Project to pay costs eligible for reimbursement as Redevelopment Project costs as defined by §18-2103(12) of the Act. The grant for Preliminary Activity qualifying expenditures as set forth in paragraph 3a hereof, shall be payable only from Authority funds and those funds generated by the TIF revenues on the Property divided pursuant to §18-2147(1) (b) of the Act. After approval of a Redevelopment Plan dividing taxes on the Property pursuant to §18-2147(1)(b) of the Act, the Authority may consider the issuance of additional TIF indebtedness, to be purchased by the Company, the proceeds of which shall be granted to the Company to fund remaining qualifying Preliminary Activity expenditures, and other Redevelopment Project costs as defined by §18-2103(12) of the Act. The Authority and City, in entering in this MOU, do not pre approve use of TIF for the Project. The Authority and/or the City, without any liability to the Company, may ultimately decline to utilize TIF for the Project, and if either or both do so, the Company shall have no claim against the Authority or the City. The

Company knowingly accepts its own risk in site acquisition, demolition and site preparation prior to the Authority's implementation and City's approval of the TIF process.

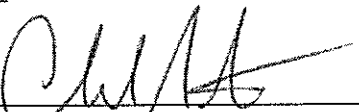
- c. *Good Faith Meeting Schedule.* The City and Authority agree to takes all reasonable steps to establish public meeting schedules, according to law, to establish and maintain the proposed schedule for Redevelopment Plan adoption and Redevelopment Contract approval and other steps required by the Project.
4. *Economic Feasibility.* The Company hereby declares to the City and the Authority that the Redevelopment Project for the Property, and specifically the Preliminary Activities are not economically feasible and the Project will not occur on the Property as designed without the use of tax increment financing as required by §18-2116(1) of the Act.. The Company's investment of costs of Preliminary Activities to begin the Project development will not alter the Company's determination, based upon its analysis of cash flow requirements, not to implement the Project in the proposed location unless tax increment financing is ultimately provided by the City and the Authority. Section 18-2116(1) of the Act requires the City to make findings as follows if a TIF application requests the use of funds as described in Section 3 above: (i) the Project would not be economically feasible without the use of tax increment financing, and (ii) the Project would not occur in the City without the use of tax increment financing. Due to the proposed schedule of the Project the Company desires to begin the Project immediately and to undertake the Preliminary Activities prior the formal submittal of a Redevelopment Plan/ Project to the Authority and the city for approval. The purpose of this MOU is to make clear the parties intentions to consider the costs of Preliminary Activities as eligible for TIF funding, if and only if, the City and Authority approve TIF funding for the Project even if the Project is commenced prior to the approval of a Redevelopment Plan or Redevelopment Project by the Authority or the City. The parties agree that if the Project is commenced prior to the approval of a Redevelopment Plan providing for TIF funding, the allowable costs for the Preliminary Activities will remain eligible for TIF funding under a Redevelopment Contract.
5. *Preliminary Activity Costs.* The Company estimates that the costs to conduct the Preliminary Activities shall be in excess of Two Hundred Thousand and No/100 Dollars (\$200,000.00). The Redevelopment Project ultimately proposed by the Company for the Redevelopment Project Site shall be eligible for payment or reimbursement as part of the Project Eligible Costs. Any sums expended by the Company in excess of the Preliminary Activity Grant are subject to reimbursement to the Company in accordance with the priority and order set forth herein and subject to the terms of the Redevelopment Contract. Further, the Preliminary Activity Grant made by the Authority is subject to reimbursement from excess incremental tax revenues generated by the Redevelopment Project to be undertaken by the Company.
6. *Counterparts.* This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this MOU and all other agreements, certificates, instruments and other documents contemplated by this MOU and exchange the

counterparts of such documents by means of facsimile transmission. The parties agree that the receipt of such executed counterparts shall be binding on such parties and shall be construed as originals.

7. *Governing Law.* The MOU shall be governed by the laws the State of Nebraska.

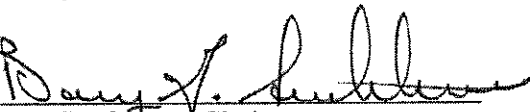
July 11th, 2012

Attest


Secretary Chad Nabity

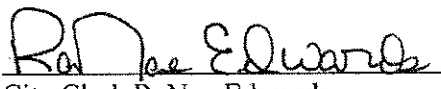
"The Authority"

Community Redevelopment Authority
of the City of Grand Island, Nebraska

By: 
Barry Sandstrom, Chair

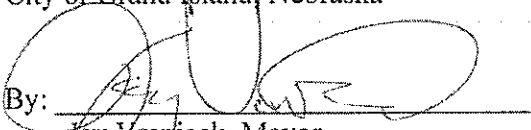
July 25, 2012

Attest


City Clerk RaNae Edwards

"The City"

City of Grand Island, Nebraska

By: 
Jay Vavricek, Mayor

July 11th, 2012

"The Company"

Chief Industries, Inc., a Delaware corporation

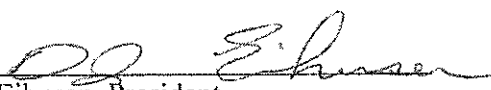
By: 
DJ Eihusen, President

Exhibit A

LEGAL DESCRIPTION OF PROJECT

Lots One (1) and Two (2), Chief Fab Second Subdivision, City of Grand Island,
Hall County, Nebraska

4813-3490-9967,v . 2

DESIGN/BUILD - GENERAL CONTRACTORS
GRAND ISLAND, NC (308) 589-2755
KEENE, NC (308) 228-2755
http://www.dbbconstruction.com

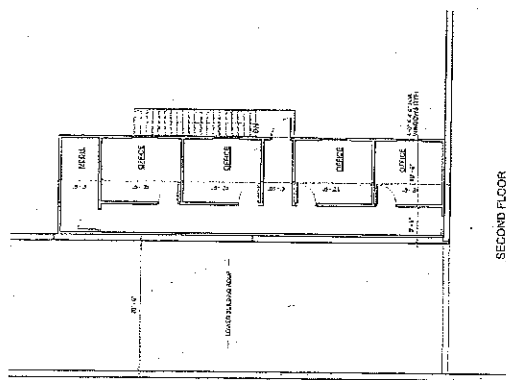


CHIEF
CONSTRUCTION COMPANY

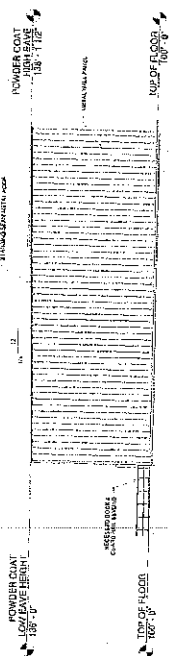
CHIEF FABRICATION
GRAND ISLAND, NE

A-1

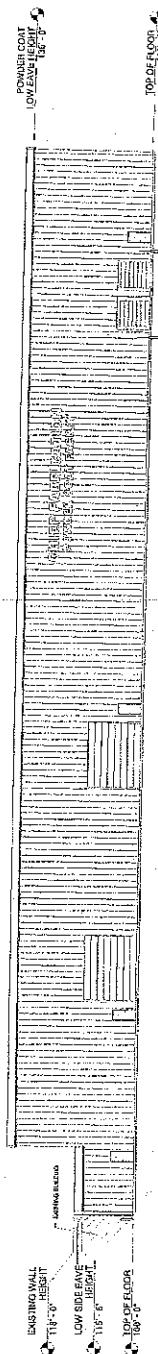




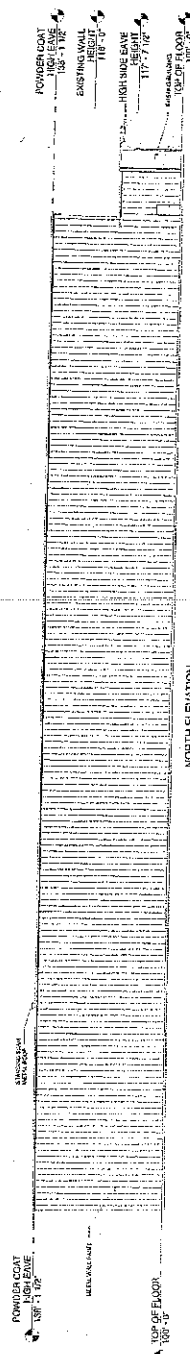
SECOND FLOOR



EAST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION

CONFIDENTIAL
These plans are the property of
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They are not to be replicated
or distributed to any other
person without the written consent of
Gulf Coast Technology.

↑ North





Nebraska Commercial Banking

MAC N8032-034
1248 'O' St
Lincoln, NE 68508

Wells Fargo Bank, N.A.

January 29, 2013

Chad Nabity, AICP
Director
Hall County Regional Planning
100 East 1st Street
P. O. Box 1968
Grand Island, NE 68802

Dear Mr. Nabity:

Chief Industries, Inc. (Chief) has adequate borrowing capacity under existing credit facilities with Wells Fargo Bank to provide the necessary financing for Chief to complete the proposed addition to its Fabrication Division located at 1119 South Adams Street, Grand Island (Project). Using such borrowing capacity in connection with this Project will be contingent upon Chief obtaining TIF from and through the City of Grand Island to the maximum amount available for this Project.

Thank you.

Sincerely,

Bill Weber

cc: David Ostdiek
Chief Industries, Inc.
P. O. Box 2078
Grand Island, NE 68802

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

RESOLUTION NO. 156

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

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Passed and approved this 13th day of March, 2013.

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

By Glenn A. Murray
Chairperson

ATTEST:

Chad A.
Secretary

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

RESOLUTION NO. 157

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

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), has received an Application for Tax Increment Financing under the Nebraska Community Development Law (the "Act") on a project within redevelopment area #8, from Chief Industries, Inc., (The "Developer") for redevelopment of an area within the city limits of the City of Grand Island as set forth in Exhibit 1 attached hereto area; and

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a project within redevelopment area #8;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

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

Passed and approved this 13th day of March, 2013.

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

By Glen A. Murray
Chairperson

ATTEST:

Chad
Secretary

Resolution Number 2013-04

HALL COUNTY REGIONAL PLANNING COMMISSION

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

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

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

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

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

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

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

DATED: April 3, 2013.

HALL COUNTY REGIONAL PLANNING
COMMISSION

ATTEST:

By: 
Chair

By: Leslie E. Ruge
Secretary

REDEVELOPMENT CONTRACT

By and Between

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

and

CHIEF INDUSTRIES, INC.

Dated April ____, 2013

REDEVELOPMENT CONTRACT

This **REDEVELOPMENT CONTRACT** (the “**Contract**”), dated April __, 2013, is made and entered into by and between the **COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA** (the “**Authority**”) and **CHIEF INDUSTRIES, INC., a Delaware corporation** (the “**Developer**”).

WITNESSETH:

WHEREAS, the City of Grand Island, Nebraska (the “**City**”), in furtherance of the purposes and pursuant to the provisions of Article VIII, Section 12 of the Nebraska Constitution and Sections 18-2101 to 18-2154, inclusive, *Neb. Rev. Stat.*, (2012), as amended (collectively the “**Act**”), and further pursuant to a Resolution duly passed and approved by the Mayor and Council of the City, has designated an area of the City as blighted and substandard and in need of redevelopment (the “**Blighted Area**”); and

WHEREAS, the parties have entered into a Memorandum of Understanding dated July 25th, 2012, (the “**MOU**”) related to the redevelopment of a portion of the Blighted Area; and

WHEREAS, the Developer desires to redevelop a portion of the Blighted Area by acquiring a site and preparing the same for redevelopment by the construction of an industrial building intended to house the Chief Industries, Inc. production facility (the “**Project**, as more fully described herein); and

WHEREAS, the construction of the Project will further the purposes of the Act by remediating certain blighted and substandard conditions existing in the Redevelopment Area; and

WHEREAS, the Authority and the Developer desire to enter into this Contract for the purpose of setting forth the general terms and conditions under which the Developer will construct the Project and receive tax increment financing assistance from the Authority in respect thereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Authority and the Developer do hereby represent, covenant, and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions of Words and Terms. In addition to words and terms defined elsewhere in this Contract, the following words and terms used herein have the following meanings:

“**Act**” means, collectively, Article VIII, Section 12 of the Nebraska Constitution and Sections 18-2101 to 18-2154, inclusive, *Neb. Rev. Stat.*, (2012), as amended, and acts amendatory thereof and supplemental thereto.

“**Authority**” means the Community Redevelopment Authority of the City of Grand Island, Nebraska.

“**TIF Resolution**” means any resolution passed and approved by the Authority authorizing the issuance of any series of TIF Indebtedness.

“City” means the City of Grand Island, Nebraska.

“Completion Certificate” means a certificate in substantially the form attached hereto as **Exhibit E**, executed by the Officer, representing and warranting that the Project is substantially complete.

“Contract” means this Redevelopment Contract between the Authority and the Developer, as supplemented or amended from time to time in accordance with its terms.

“Construction Plans” means the plans and specifications for the construction of the Project approved by the City and all other requisite governmental authorities.

“County Assessor” means the Assessor of the County of Hall, Nebraska, or such other official acting in such capacity.

“County Treasurer” means the Treasurer of the County of Hall, Nebraska, or such other official acting in such capacity.

“Developer” means Chief Industries, Inc., a Delaware corporation.

“Lender” means the original purchaser or purchasers of any series of TIF Indebtedness, including, if and when applicable, the Developer.

“Officer” means the Officer of the Developer, or such other person as is duly authorized to act on behalf of and legally bind the Developer.

“Permitted Subsequent Approvals” means the building permits and other governmental approvals customarily obtained prior to construction which have not been obtained on the date that this Contract is executed, which the City or other governmental entity has not yet determined to grant.

“Project” means the construction of the improvements described in **Exhibit B** attached hereto.

“Project Costs” means those costs or expenses identified on **Exhibit D** attached hereto incurred by the Developer in accordance with the Act to acquire, construct, equip, and furnish the Project.

“Redevelopment Area” means that certain real property legally described on **Exhibit A**, all of which has been declared blighted and substandard by the City pursuant to the Act.

“Redevelopment Plan” means the redevelopment plan amendment for Grand Island CRA Area #8 related to the Project and approved by the Grand Island City Council.

“TIF Indebtedness” means any bonds, notes, loans, advances of money or other indebtedness, including interest and premiums, if any, thereon, incurred by the Authority pursuant to the Act and **Article III** and secured in whole or in part by the TIF Revenues.

“TIF Revenues” means the incremental ad valorem taxes on real property in the Redevelopment Area described in Section 18-2147(1) (b) of the Act, which will be allocated and paid to the Authority pursuant to the Act.

Section 1.02. Rules of Interpretation.

- (a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.
- (b) Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.
- (c) All references in this Contract to designated "Articles," "Sections," and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions hereof as originally executed.
- (d) The words "herein," "hereof," "hereunder," and other words of similar import refer to this Contract as a whole and not to any particular Article, Section or subdivision.

ARTICLE II

REPRESENTATIONS

Section 2.01. Representations by the Authority. The Authority makes the following representations as the basis for the undertakings on its part herein contained:

- (a) The Authority has been duly organized and validly exists as a community Redevelopment Authority under and pursuant to the Act.
- (b) The Redevelopment Plan is feasible and in conformity with the general plan for the development of the City and the legislative declarations and determinations set forth in the Act.
- (c) The Project will achieve the public purposes of the Act by, among other things, improving public infrastructure, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Area.
- (d) Based on the representations of the Developer the Project would not be economically feasible without the use of tax-increment financing; the Project would not occur in the Redevelopment Area without the use of tax-increment financing; and the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the City, and the demand for public and private services, have been analyzed by the Authority and have been found to be in the long-term best interests of the City.
- (e) The Authority has determined that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purpose of accomplishing a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic,

vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations, or conditions of blight.

- (f) To the best of the Authority's knowledge, there is no litigation, proceeding, or investigation pending or, to the knowledge of the Authority, threatened against the Authority or the City with respect to the Project or this Contract. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the Authority, threatened against the Authority or the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Contract or which would in any manner challenge or adversely affect the existence or powers of the Authority to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Authority of the terms and provisions of this Contract.
- (g) No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the Authority of this Contract.
- (h) No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Authority under this Contract.
- (i) The Authority has no reason to believe that all permits, licenses, and approvals necessary to construct the Project, including the approval of the Construction Plans, cannot be obtained by the Developer.

Section 2.02. Representations by the Developer. The Developer makes the following representations as the basis for the undertakings on its part herein contained:

- (a) The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Contract and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Contract constitutes the legal, valid, and binding obligation of the Developer, enforceable in accordance with its terms.
- (b) The execution and delivery of this Contract, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.
- (c) No litigation, proceeding, or investigation is pending or, to the knowledge of the Developer, threatened against the Developer or any member of the Developer or the Project. In addition, no litigation, proceeding, or investigation is pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit

the approval or issuance and delivery of this Contract or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity, or performance by the Developer of the terms and provisions of this Contract.

- (d) The Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Contract (including the transactions between the Developer and its Senior Credit Facility), and there has been no material adverse change in the business, financial position, prospects or results of operations of the Developer, which could affect the Developer's ability to perform its obligations pursuant to this Contract from that shown in the financial information provided by the Developer to the City prior to the execution of this Contract.
- (e) No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Contract, or any other material agreement or material instrument to which the Developer is a party or by which the Developer is or may be bound.
- (f) Except for Permitted Subsequent Approvals, the Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate its properties as now owned or leased by it. Except for Permitted Subsequent Approvals, the Developer has obtained all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire, construct, equip, operate and maintain the Project. The Developer has no reason to believe that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will not be obtained in due course.
- (g) Except for Permitted Subsequent Approvals, all governmental permits and licenses required by applicable law to construct, occupy and operate the Project have been issued and are in full force and effect or, if the present stage of development does not allow such issuance, the Developer has no reason to believe, after due inquiry of the appropriate governmental officials, that such permits and licenses will not be issued in a timely manner in order to permit the Project to be constructed.
- (h) The Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Contract.
- (i) The information furnished to the City by the Developer in connection with the matters covered in this Contract is true and correct and does not contain any untrue statement of any material fact and does not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

- (j) The Project would not be economically feasible without the use of tax-increment financing; and the Project would not occur in the Redevelopment Area without the use of tax-increment financing.

Section 2.03. Conditions to Effective Date of this Contract. This Contract shall not become effective until each of the following has been completed: the Developer has furnished the Authority with (a) a copy of the Developer's Certificate of Authority certified by the Secretary of State of the State of Nebraska, and (b) a legal opinion from counsel to the Developer in form and substance acceptable to the Authority covering: (1) the due organization of the Developer and the power and authority of the Developer to execute this Contract; and (2) the enforceability of this Contract against the Developer.

ARTICLE III

OBLIGATIONS OF THE AUTHORITY

Section 3.01. Division of Taxes. In accordance with Section 18-2147 of the Act, the Authority hereby provides that any ad valorem tax on real property in the Redevelopment Area for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision, which shall be January 1, 2014, as follows:

- (a) That portion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the redevelopment project valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
- (b) That portion of the ad valorem tax on real property in the Redevelopment Area in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes, advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, the Authority for financing or refinancing, in whole or in part, the Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premiums due have been paid, the Authority shall so notify the County Assessor and the County Treasurer and all ad valorem taxes upon real property in the Redevelopment Area shall thereafter be paid into the funds of the respective public bodies.

Section 3.02. Issuance of TIF Indebtedness. The Authority hereby agrees to incur TIF Indebtedness, including refunding TIF Indebtedness, in one or more series in accordance with the general terms and conditions specified on **Exhibit C**, so long as the conditions precedent described in **Section 3.03** have been satisfied for such series of TIF Indebtedness. The final terms and conditions of each series of TIF Indebtedness, including, without limitation, any applicable coverage ratio, debt service reserve, or other credit enhancement for such series of TIF Indebtedness, shall be stated in the TIF Resolution authorizing such series of TIF Indebtedness, subject to the mutual acceptance of such terms by the Authority and the Developer, which acceptance shall not be unreasonably withheld. Notwithstanding the foregoing, it shall be the sole and exclusive responsibility of the Developer to find an acceptable purchaser for each series of TIF Indebtedness issued by the Authority pursuant to this Contract.

Section 3.03. Conditions Precedent to TIF Indebtedness. Notwithstanding anything in this Contract to the contrary, prior to the issuance of any series of TIF Indebtedness the Developer shall

submit satisfactory evidence to the Authority (unless waived by the Authority in its sole discretion) indicating that:

- (a) private funds have been committed by the Developer in amounts sufficient to complete the construction of the proposed Project;
- (c) Project Costs have been incurred by the Developer, or the Developer has become obligated to incur such Project Costs, in an amount at least equal to the project portion of such series of TIF Indebtedness.
- (d) Developer shall pay to the city of Grand Island the sum of _____, representing reimbursement of funds expended by the city in the preparation of the redevelopment plan and issuance of the TIF indebtedness.

Section 3.04. Pledge of TIF Revenues. The Authority hereby irrevocably pledges the TIF Revenues as security for the TIF Indebtedness in accordance with the terms set forth on **Exhibit C** and the TIF Resolution.

Section 3.05. Grant of Proceeds of TIF Indebtedness. Subject to the further terms of this Contract, the Authority shall grant to the Developer the proceeds of the Series A TIF Indebtedness as described on **Exhibit C** and shall grant to the Authority the proceeds of the Series B TIF Indebtedness as described on **Exhibit C** in one or more advances. The Developer shall use the proceeds of the Series A TIF Indebtedness solely for reimbursement or payment of Project Costs incurred by the Developer, including those described in the MOU. The Authority shall use the proceeds of the Series B TIF Indebtedness to reimburse the grant made to the Developer as set forth in the MOU. Notwithstanding the foregoing, the amount of all grants made hereunder shall not exceed the amount of Project Costs certified pursuant to **Section 402**. Developer shall, on request of the Authority, provide all supporting documentation showing payment of such Project Costs.

Section 3.06. Creation of Fund. The Authority shall create a special fund to collect and hold the TIF Revenues. Such special fund shall be used for no purpose other than to pay the principal or redemption price of and interest on any TIF Indebtedness issued pursuant to **Section 3.02** and to establish such additional reserves and pay such administrative costs as determined necessary by the Authority and/or the Lender for any TIF Indebtedness.

ARTICLE IV

OBLIGATIONS OF DEVELOPER

Section 4.01. Construction of Project. The Developer shall construct the Project in accordance with the Construction Plans. The Developer shall be solely responsible for obtaining all permits, licenses, and approvals necessary to acquire, construct and equip the Project. Until construction of the Project has been completed, the Developer shall make reports in such detail and at such times as may be reasonably requested by the Authority as to the actual progress of the Developer with respect to the construction of the Project. Promptly after the Developer has completed the Project, the Developer shall furnish the Completion Certificate to the Authority, which, upon its acceptance by the Authority, shall constitute conclusive evidence of the satisfaction of the agreements and covenants in this Contract with respect to the obligations of the Developer and its successors and assigns to construct the Project. As used in this Contract, the terms “completed” and “completion” shall mean substantial completion of

the Project. The Parties agree that substantial completion may be less than complete installation of concrete flooring, as the building is intended to be finished in phases.

Section 4.02. Authority Costs. The Developer shall reimburse the Authority, on the date of the execution of this Contract, for legal fees other expenses incurred by the City and Authority to assist the Developer.

Section 4.03. No Discrimination. The Developer agrees and covenants for itself and its successors and assigns that so long as any TIF Indebtedness is outstanding it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. The Developer, for itself and its successors and assigns, agrees that during the construction of the Project, the Developer will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance. The Developer will comply with all applicable federal, state and local laws related to the Project.

Section 4.04. Inspections and Audits. The Developer shall upon reasonable advance notice, allow the Authority and the Authority's agents (including the City's Engineer) access to the Project from time to time for reasonable inspection of the Project. The Authority shall have the right at its own cost and expense to audit (either through employees of the Authority or a firm engaged by the Authority) the books and records of the Developer relating to the payment of Project Costs.

Section 4.05. Required Disclosures. The Developer shall immediately notify the Authority of the occurrence of any material event which would cause any of the information furnished to the Authority by the Developer in connection with the matters covered in this Contract to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 4.06. Immigration Status. Developer agrees that any contractor providing services on the Project site will utilize the federal immigration verification system, as defined in Section 4-114, *Neb. Rev. Stat.* (2012), to determine the work eligibility status of new employees physically performing services on the Project.

Section 4.07 Purchase of Indebtedness. The Developer agrees to purchase or cause to be purchased the Series A TIF Indebtedness described on **Exhibit C**, upon issuance, at a price equal to the principal amount thereof in a private placement satisfactory to the Authority as to its terms and participants. Neither the Authority nor the City shall have any obligation to provide for the sale of the Indebtedness. It is the sole responsibility of the Developer to effect the sale of the Indebtedness in accordance with the terms of this Redevelopment Contract and the Resolution and if the Indebtedness cannot be sold in a private placement under terms acceptable to the Authority, this Redevelopment Contract shall cease to be in force and effect and the Authority and the City shall have no further obligations hereunder. Developer acknowledges that it is its understanding and the Authority's understanding that interest on the Indebtedness will be includable in gross income for federal income tax purposes and subject to Nebraska State income taxation.

Section 4.08 Penal Bond. Pursuant to Section 18-2151, *Neb. Rev. Stat.* (2012), Developer shall furnish or cause to be furnished to the City, prior to commencement of construction of the Redevelopment Project Improvements, a penal bond in an amount of Five Thousand and No/100 Dollars (\$5,000) conditioned upon the Developer at all times making payment of all amounts lawfully due to all persons supplying or furnishing the Developer, the Developer's contractor, or his or her subcontractors

who performed labor or applied materials performed or used in the Project. Proof of such penal bond shall be supplied to the City prior to the start of construction of the Redevelopment Project Improvements.

ARTICLE V

FINANCING OF PROJECT

Section 5.01. Financing. The Developer shall pay all Project Costs and any and all other costs related to the Project that are in excess of the amounts paid from the proceeds of the TIF Indebtedness granted to the Developer. The Developer shall timely pay all costs, expenses, fees, charges and other amounts associated with the Project.

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01. General Remedies of the Authority and the Developer. Subject to the further provisions of this **Article VI**, in the event of any failure to perform or breach of this Contract or any of its terms or conditions, by any party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Contract shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Contract, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations or exercise any other remedies that may be provided in this Contract or by applicable law; provided, however, that the default shall not give rise to a right of rescission or termination of this Contract.

Section 6.02. Forced Delay Beyond Party's Control. For the purposes of any of the provisions of this Contract, neither the Authority nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Redevelopment Area for redevelopment, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Authority or of the Developer with respect to construction of the Project, as the case may be, shall be extended for the period of the forced delay: provided, that the party seeking the benefit of the provisions of this Section shall, within 30 days after the beginning of any such forced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the forced delay.

Section 6.03. Limitation of Liability; Indemnification. Notwithstanding anything in this **Article VI** or this Contract to the contrary, neither the City nor the Authority, nor their officers, directors, employees, agents, nor governing bodies shall have any pecuniary obligation or monetary liability under this Contract. The sole obligation of the Authority under this Contract shall be the issuance of the TIF

Indebtedness and the granting of a portion of the proceeds thereof to the Developer, as specifically set forth in **Sections 3.02 and 3.05**. The obligation of the Authority on any TIF Indebtedness shall be limited solely to the TIF Revenues pledged as security for such TIF Indebtedness. Specifically, but without limitation, neither the City nor the Authority shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. The Developer will indemnify and hold each of the City and the Authority and their directors, officers, agents, employees and members of their governing bodies free and harmless from any loss, claim, damage, demand, tax, penalty, liability, disbursement, expense, including litigation expenses, attorneys' fees and expenses, or court costs arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about the Project during the term of this Contract or arising out of any action or inaction of the Developer in connection with its activities conducted pursuant to this Contract (whether or not in any way related to the enforcement of this Contract) and/or in connection with the ownership, use or occupancy and development or redevelopment of the Redevelopment Area (whether or not in any way related to the Project).

ARTICLE VII

GENERAL COVENANTS

Section 7.01. Obligation to Restore. So long as the TIF Indebtedness remains outstanding, the Developer hereby agrees that if any portion of the Project owned by it shall be damaged or destroyed, in whole or in part, by fire or other casualty, or by any taking in condemnation proceedings or the exercise of any right of eminent domain, the Developer, to the extent of the net proceeds of insurance (including any deductible) or condemnation award received by or made available to the Developer but subject to the rights of any Lender, shall promptly restore, replace or rebuild the same (or shall promptly cause the same to be restored, replaced or rebuilt) to as nearly as possible the value, quality and condition it was in immediately prior to such fire or other casualty or taking, with such alterations or changes as may be approved in writing by the Authority, which approval shall not be unreasonably withheld. The Developer shall give prompt written notice to the Authority of any damage or destruction to the Project by fire or other casualty, irrespective of the amount of such damage or destruction, but in such circumstances the Developer shall make the property safe and in compliance with all applicable laws as provided herein. If lender consent is required for the application of the insurance proceeds or condemnation award to the restoration, replacement or rebuilding of the Project under any loan documents to which the Developer or the Project is subject, the Developer shall request such lender consent in accordance with the terms of such loan documents. To the extent the net proceeds of insurance are deposited into any project fund established under the terms of any TIF Resolution relating to any series of TIF Indebtedness, the Developer may use such moneys in the restoration, replacement and rebuilding of the Project.

Section 7.02. Assignment of Developer's Obligations. The Developer shall not assign any of its rights hereunder nor shall it permit any of its members to assign or to dispose of any interest in the Developer prior to the completion of the Project without the prior written consent of the Authority. Following completion of the Project, this Contract and the rights, duties and obligations hereunder as they relate to the Project may be fully and freely assigned by the Developer provided, however, every assignee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the Authority, assume all of the obligations of the Developer under this Contract and agree to be subject to all of the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to a portion of the Redevelopment Area, such obligations, conditions and restrictions to the extent that they relate to such portion). In the event this Contract is assigned in whole or part the

Developer shall be released from any further obligations set forth herein accruing after the date of such assignment. The Developer shall notify the Authority of any such Assignment including presentation of the assumption of obligation instrument within 10 days of closing on such assignment.

Section 7.03. Sale of Project.

- (a) No sale, transfer, or other conveyance of the Project may be made without the prior written approval of the Authority, which approval shall not be unreasonably withheld. The Authority's right of prior approval of any transferee shall be in force as long as there is outstanding TIF Indebtedness associated with the Project. The Authority shall require that any transferee demonstrate to the Authority's reasonable satisfaction that the transferee has sufficient financial, management, property ownership and operation capabilities and that it is committed to the long-term viability of the Project and the land uses on the property to be sold or transferred (the "**Transferee Qualifications**").
- (b) The Authority shall be notified by the Developer in writing of the proposed sale of the Project prior to the proposed effective date of the sale, which notification shall include a copy of the instrument affecting such sale along with a statement and sufficient documentation to demonstrate that the Transferee Qualifications have been satisfied with respect to the proposed transferee. The Authority shall exercise its right to approve or deny any proposed sale or transfer within 20 days (the "**Response Period**") from the date of receipt of notice from the Developer, or within two business days after the next regularly scheduled Council meeting if a regularly scheduled Council meeting will not occur within the Response Period or is scheduled to occur on day 19 or 20 of the Response Period, which notice shall specify the land proposed to be sold or transferred, the identity of the proposed transferee and the Transferee Qualifications. Written approval may be provided by the Authority after approval of the sale or transfer by the City Council.
- (c) The Developer shall require each transferee to enter into a transferee agreement with the Authority in a form prepared by Authority counsel and reviewed and approved by Developer counsel, certifying, without limitation, that the transferee has been fully advised of and is obligated to fully comply with the Redevelopment Plan and this Contract. Upon execution of a transferee agreement between the Authority and a transferee, the Developer shall be released from its obligations in this Contract relating to the transferred property.

Section 7.04. Mutual Assistance. The Authority and the Developer agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate to carry out the terms, provisions and intent of this Contract and to aid and assist each other in carrying out said terms, provisions and intent.

Section 7.05. Time of the Essence. Time is of the essence. The Authority and the Developer will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Contract requires their continued cooperation.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Conflict of Interest. No member of the Authority's governing body or of any branch of the City's government that has any power of review or approval of any of the Developer's undertakings shall participate in any decisions relating thereto which affect such person's personal interests or the interests of any corporation, partnership, or company in which such person is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the Authority the nature of such interest and seek a determination with respect to such interest by the Authority and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

Section 8.02. Authorized Parties. Whenever under the provisions of this Contract and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the Authority or the Developer is required, or the Authority or the Developer is required to agree or to take some action at the request of the other party, such approval or such consent or such request shall be given for the Authority, unless otherwise provided herein, by the Mayor of the City or his or her designee and for the Developer by its Officer; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither party shall have any complaint against the other as a result of any such action taken. The Mayor of the City may seek the advice, consent or approval of the City Council before providing any supplemental agreement, a request, demand, approval, notice or consent for the Authority pursuant to this Section.

Section 8.03. No Other Agreement. Except as otherwise expressly provided herein, this Contract supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties hereto. In the event of a conflict between this Contract and any prior agreement or understanding of the parties, this Contract shall control.

Section 8.04. Severability. If any provision, covenant, agreement or portion of this Contract, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Contract and, to that end, any provisions, covenants, agreements or portions of this Contract are declared to be severable.

Section 8.05. Nebraska Law. This Contract shall be construed in accordance with the laws of the State of Nebraska.

Section 8.06. Counterparts. This Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 8.07. Recordation of Agreement. The Authority and the Developer agree to execute and deliver the original of this Contract, or a notice recording thereof, in proper form for recording and/or indexing in the appropriate land or governmental records. This Contract shall be recorded by the Developer, and proof of recording shall be provided to the Authority.

Section 8.08. Binding Effect; Amendment. This Contract shall be binding on the parties hereto and their respective successors and assigns. This Contract shall run with the Redevelopment Area. This Contract shall not be amended except by a writing signed by the parties bound hereto.

IN WITNESS WHEREOF, the Authority and the Developer have signed this Redevelopment Contract as of the date and year first above written.

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

[S E A L]

By: _____
Chair

ATTEST:

By: _____
Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this _____ day of April, 2013, by _____ and _____, the Chair and Secretary, respectively, of the Community Redevelopment Authority of the City of Grand Island, Nebraska.

[S E A L]

Notary Public

CHIEF INDUSTRIES, INC.

By: _____
Its _____

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this ____ day of April, 2013, by _____, the _____ of Chief Industries, Inc.

[S E A L]

Notary Public

EXHIBIT A

**LEGAL DESCRIPTION
OF BLIGHTED AREA/REDEVELOPMENT AREA**

- Lot 1 of Chief Fab Second Subdivision in the City of Grand Island, Hall County, Nebraska.

EXHIBIT B

DESCRIPTION OF PROJECT

Acquisition of the real property on **Exhibit A**, demolition of structures and site preparation pursuant to the MOU; prepare the same for development, install drives, streets, curb and gutter, foundations, pipe and underground electrical infrastructure, and related appurtenances to serve the property constituting the Project, including reimbursement of such expenses, related to the construction and installation of a 33,456 square foot manufacturing plant.

Exhibit C

TIF Indebtedness

Aggregate Principal and Interest Amount payable from TIF Revenues:

Not to exceed \$679,870.00 to be issued in two series as follows: Series A, \$579,870.00
Series B, \$100,000.00

Interest Rate:

Not to exceed 0% per annum, as determined by the TIF Resolution authorizing each series of TIF Indebtedness.

Maturity Date:

Not later than December 31, 2028.

Security:

The first pledge of TIF Revenues in the aggregate amount of Five Hundred Seventy-Nine Thousand Eight Hundred Seventy and 00/100 dollars (\$579,870.00), shall be allocated to the Series A TIF Indebtedness until paid in full, or until maturity, whichever is the earlier.

The second pledge of TIF Revenues in the aggregate amount of One Hundred Thousand and 00/100 dollars (\$100,000.00), shall be allocated to the Series B TIF Indebtedness until paid in full, or until maturity, whichever is the earlier. Payment on the Series B TIF Indebtedness shall not commence until payment in full of the Series A TIF Indebtedness.

Payment Schedule:

As determined by the TIF Resolution authorizing such TIF Indebtedness.

EXHIBIT D
PROJECT COSTS

For purposes of this Redevelopment Contract, the term “Project Costs” is limited solely to the those costs necessary to acquire the real property, prepare the same for development, install drives, foundations, pipe and underground electrical infrastructure, and related appurtenances to serve the property constituting the Project, including reimbursement of such expenses.

EXHIBIT E

**FORM OF COMPLETION CERTIFICATE
OF
CHIEF INDUSTRIES, INC.**

The undersigned, **Chief Industries, Inc.** (the “**Developer**”), pursuant to that certain Redevelopment Contract dated APRIL __, 2013, between the **COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA** (the “**Authority**”) and the Developer (the “**Contract**”), hereby certifies to the Authority as follows:

1. As of _____, 20__, the construction, renovation, repairing, equipping and constructing of the Project (as such term is defined in the Contract) has been substantially completed in accordance with the Contract.

2. The Project has been completed in a workmanlike manner and in accordance with the plans and specifications for the Project submitted to the City of Grand Island, Nebraska to obtain all building permits related to the Project.

3. Lien waivers for applicable portions of the Project have been obtained.

4. This Completion Certificate is being issued by the Developer to the Authority in accordance with the Contract to evidence the Developer’s satisfaction of all obligations and covenants with respect to the Project.

5. The Authority’s acceptance (below) or the Authority’s failure to object in writing to this Certificate within 30 days of the date of delivery of this Certificate to the Authority (which written objection, if any, must be delivered to the Developer prior to the end of such 30-day period), and the recordation of this Certificate with the Hall County Register of Deeds, shall evidence the satisfaction of the Developer’s agreements and covenants to construct the Project. The Authority’s acceptance of the Completion Certificate shall release the Developer from any further obligation or liability for construction of the Project under the terms of the Contract in regard to the portion of the Redevelopment Area for which the Completion Certificate is furnished.

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Contract.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ____ day of _____, 20__.

CHIEF INDUSTRIES, INC.

By: _____
Printed Name: _____
Title: _____

ACCEPTED:

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

By: _____
Printed Name: _____
Title: _____



City of Grand Island

Tuesday, April 23, 2013

Council Session

Item E-6

**Public Hearing on Annexation of Ummel Second Subdivision
Located North of Bronco Road and East of Shady Bend Road**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, Regional Planning Director

Meeting: April 23, 2013

Subject: An Ordinance to Annex Ummel Second Subdivision an Addition to the City of Grand Island, Nebraska and the Adjoining Right-of -Way

Item #'s: E-6 & F-2

Presenter(s): Chad Nabity, Regional Planning Director

Background

The Annexation Component of the Grand Island Comprehensive Development Plan as adopted by the Grand Island City Council on July 13, 2004 sets as the policy of Grand Island that any and all property subdivided adjacent to the Corporate Limit of the City of Grand Island be annexed into the City at the time of subdivision approval.

Tommy L. Ummel Sr, Tommy L Ummel Jr. and Cary Ummel, as the owners of the property, submitted Ummel Second Subdivision as an Addition to the City of Grand Island. The Hall County Regional Planning Commission recommended approval of the subdivision at their meeting on April 3, 2013.

Discussion

Staff has prepared an ordinance in accordance with the requirements of Nebraska Revised Statute §16-117. Annexation ordinances must be read on three separate occasions. This is the first reading of the ordinance. This ordinance includes exhibits showing the property to be considered for annexation and the legal descriptions of those properties.

City staff is not suggesting extension of the zoning jurisdiction as a result of this annexation. Council could request that planning commission consider extension of the zoning jurisdiction. Changes to the zoning jurisdiction cannot be made without a recommendation from the Regional Planning Commission.

Two existing residences would be added to the City as a result of this annexation.

Alternatives

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

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

Recommendation

City Administration recommends that the Council pass the annexation ordinance.

Sample Motion

Move to approve the annexation ordinance on second reading.



City of Grand Island

Tuesday, April 23, 2013

Council Session

Item E-7

Public Hearing on Acquisition of Permanent Easements for the North Interceptor Phase I Project No. 2012-S-6

Staff Contact: John Collins PE, Public Works Director

Council Agenda Memo

From: Terry Brown PE, Manager of Engineering Services

Meeting: April 23, 2013

Subject: Public Hearing on Acquisition of Permanent Easements for the North Interceptor Phase I Project No. 2012-S-6

Item #'s: E-7 & G-12

Presenter(s): Terry Brown, Interim Public Works Director

Background

A new north interceptor is planned to replace the existing north interceptor, which will be abandoned. The new 54" north interceptor is to be located north of Swift Road and routed south to the new pumping station. A new junction box will be located in Swift Road to facilitate rehabilitation of the existing 42" line to the existing pumping station, and for connection of a new 54" line from the west. This project is between 7th Street and the Wastewater Treatment Plant.

Phase I – 7th Street to the Wastewater Treatment Plant (WWTP)

- Replacement of both the existing 30" and 36" diameter concrete pipe. The existing pipe between 7th Street and the WWTP will be abandoned;
- Approximately 8,200 feet of 54" diameter interceptor sewer to increase capacity and condition of the sewer;
- Removal and replacement of an existing section of interceptor along Seedling Mile Road between Museum Drive and Villa Mar Dee Avenue;
- A 670 foot service lateral south of Seedling Mile Road to connect to the south end of Villa Mar Dee Avenue;
- Interceptor sewer for one railroad crossing and a Highway 30 crossing

Permanent easements are necessary for this project to be completed, which must be approved by City Council.

Discussion

The planned work, as stated in the background will allow for much needed improvements within the north interceptor sanitary sewer line. A permanent easement is needed from 4 property owners in this project area. All documents have been signed and returned by the

property owners. Authorization of the documents is contingent upon City Council approval. Following is a summary of the payments, totaling \$18,176.00, for each of the 4 properties.

No.	Property Owner	Legal Description	Easement Payment	Total
1	Ervin L & Sharon L Luth	The E 30' of a tract of land located in the W 1/2 of the SW 1/4 of Section 11, Township 11 N, Range 9 W of the 6th P.M., Hall County, Nebraska, described in Instrument No. 200703251 recorded in the Register of Deeds Office of Hall County, Nebraska.	0.199 acres @ \$5,000.00/acre	\$1,000.00
2	Harold Schmader	Commencing at the NE corner of said Lot 2, Schmader 2nd Subdivision; thence S89 44'09"W (assumed bearing) along the N line of said Lot 2, a distance of 381.02 feet to the true point of beginning; thence S27 06'37"E a distance of 192.56 feet to the southeasterly line of said Lot 2 and northwesterly right-of-way line of the Union Pacific Railroad; thence S62 53'23"W along said southeasterly line of said Lot 2, and northwesterly right-of-way line of the Union Pacific Railroad a distance of 30.00 feet; thence N27 06'37"W a distance of 174.12 feet; thence S89 44'09"W parallel with and 30.00 feet S of the N line of said lot 2, a distance of 421.77 feet; thence N01 14'59"W a distance of 30.00 feet to the N line of said Lot 2; thence N89 44'09"E along said N line of Lot 2, a distance of 440.73 feet to the point of beginning. Said tract contains a calculated area of 18,438 square feet or 0.423 acres more or less.	0.423 acres @ \$6,250.00/acre	\$2,650.00
3	Bosselman Carriers, Inc.	The W 30' of the E 55' of Lot 5, Bosselman Brothers Subdivision in the City of Grand Island, Hall County, Nebraska, except the N 16' and the S 30' thereof. Said tract contains a calculated area of 11,607 square feet or 0.266 acres more or less.	0.266 acres @ \$56,627/acre	\$7,531.00
4	Wilbeth, Inc.	Commencing at the SE corner of said Lot 4, Bosselman Brothers Subdivision; thence S63 19'58"W (assumed bearing) along the S line of said Lot 4, and N line of US Highway No. 30 a distance of 7.88 feet to the true point of beginning; thence continuing S63 19'58"W along the S line of said Lot 4 and N line of US Highway No. 30 a distance of 47.92 feet; thence N40 17'22"W a distance of 22.50 feet; thence N00 45'25"E a distance of 276.25 feet; thence N01 13'37"W parallel with and 55 feet W of the E line of said Lot 4, a distance of 100.40 feet to the S line of an existing utility and access easement; thence N58 59'30"E along the S line of said utility and access easement, parallel with and 30' S of the N line of said Lot 4, a distance of 34.57 feet; thence S01 13'37"E parallel with and 25 feet W of the E line of said Lot 4 a distance of 368.50 feet; thence S40 17'22"E a distance of 28.38 feet to the point of beginning. Said tract contains a calculated area of 13,560 square feet or 0.305 acres more or less.	0.305 acres @ \$22,950.00/acre	\$6,995.00
				\$18,176.00

Alternatives

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

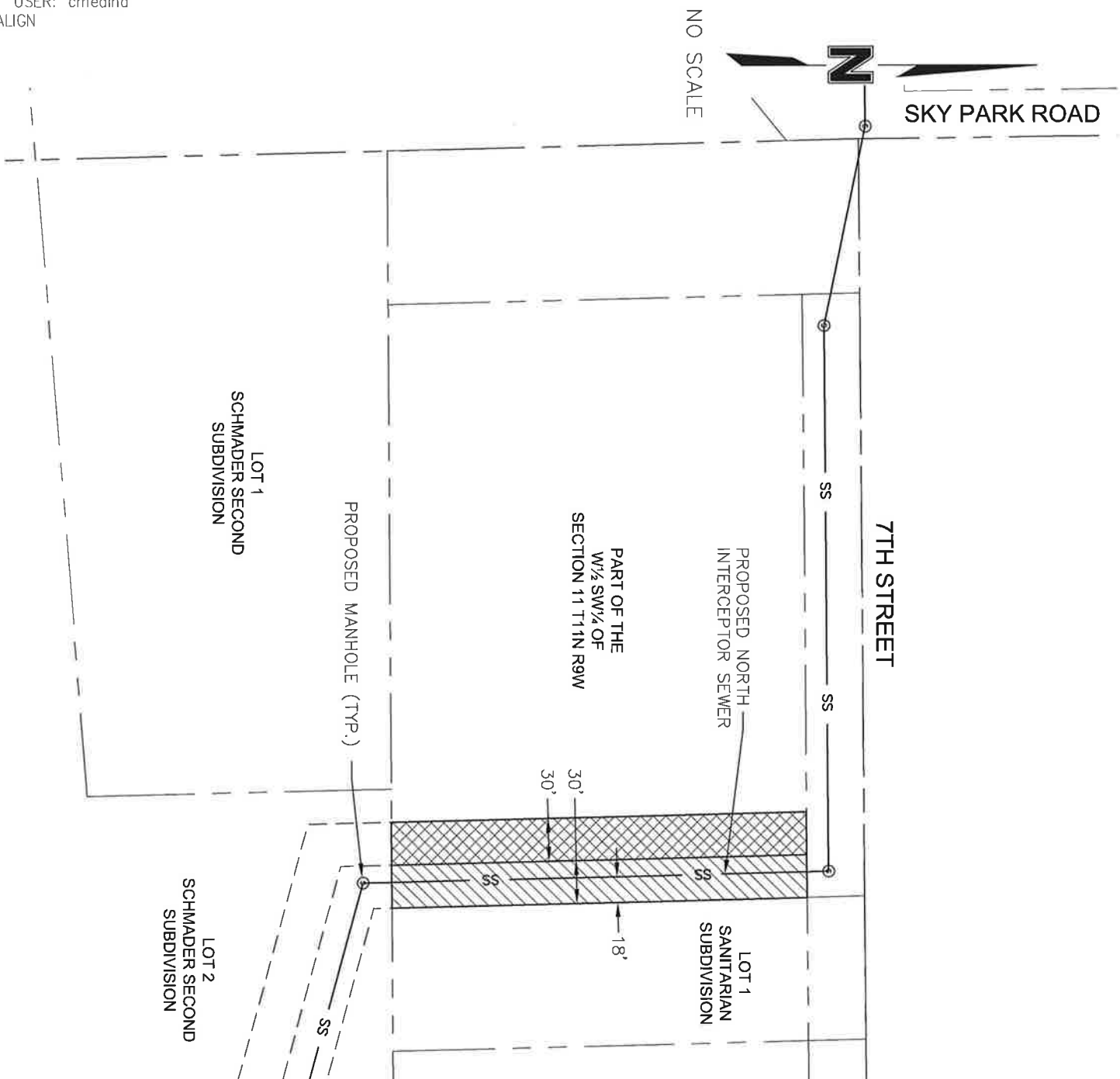
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the Agreement for Permanent Easements between the City of Grand Island, Public Works Department and the affected property owners in the North Interceptor-Phase I Project.

Sample Motion

Move to approve the Permanent Easement Agreements.



LEGAL DESCRIPTION OF PERMANENT EASEMENT.
THE EAST 30 FEET OF A TRACT OF LAND AS DESCRIBED IN INSTRUMENT NUMBER 200703251 OF THE REGISTER OF DEEDS OFFICE OF HALL COUNTY, NEBRASKA.
SAID TRACT CONTAINS A CALCULATED AREA OF 8,684 SQUARE FEET OR 0.199 ACRES MORE OR LESS.

LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT
THE WEST 30 FEET OF THE EAST 60 FEET OF A TRACT OF LAND AS DESCRIBED IN INSTRUMENT NUMBER 200703251 OF THE REGISTER OF DEEDS OFFICE OF HALL COUNTY, NEBRASKA.
SAID TRACT CONTAINS A CALCULATED AREA OF 8,683 SQUARE FEET OR 0.199 ACRES MORE OR LESS.

DWG:	C:\Users\cmedina\Desktop\Projects\011-2347\Exhibits\0112347_ESM01.dwg	USER:	cmedina
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PROJECT NO:	011-2347
DRAWN BY:	LH
DATE:	12/11/2012

CITY OF GRAND ISLAND
EASEMENT

OLSSON
ASSOCIATES

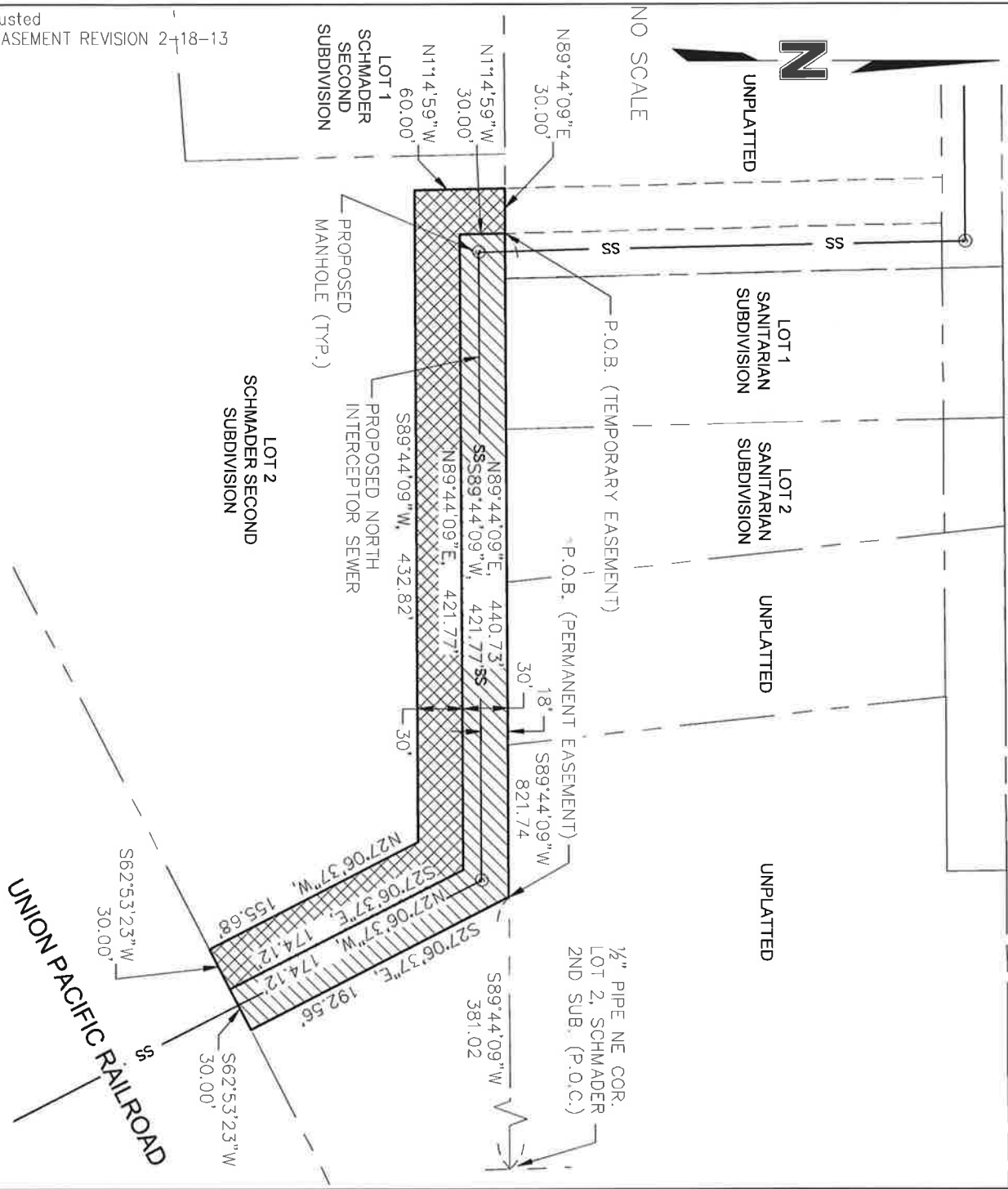
2727 W. 2ND STREET
SUITE 105
HASTINGS, NE 68901
TEL 402.463.0240
FAX 402.463.0187

EXHIBIT
A

Page 92 / 279

HAROLD SCHMADER

7TH STREET



LEGAL DESCRIPTION OF PERMANENT EASEMENT

THAT PART OF LOT TWO (2) SCHMADER SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND HALL COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT TWO (2), SCHMADER SECOND SUBDIVISION; THENCE S89°44'09"W (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID LOT TWO (2) A DISTANCE OF 381.02 FEET TO THE TRUE POINT OF BEGINNING; THENCE S27°06'37"E A DISTANCE OF 192.56 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT TWO (2) AND NORTHWESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE S62°53'23"W ALONG SAID SOUTHEASTERLY LINE OF SAID LOT TWO (2) AND NORTHWESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD A DISTANCE OF 30.00 FEET; THENCE N27°06'37"W A DISTANCE OF 174.12 FEET; THENCE S89°44'09"W PARALLEL WITH AND 30.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT TWO (2) A DISTANCE OF 421.77 FEET; THENCE N01°14'59"W A DISTANCE OF 30.00 FEET TO THE NORTH LINE OF SAID LOT TWO (2); THENCE N89°44'09"E ALONG SAID NORTH LINE OF LOT TWO (2) A DISTANCE OF 440.73 FEET TO THE POINT OF BEGINNING.
SAID TRACT CONTAINS A CALCULATED AREA OF 18.438 SQUARE FEET OR 0.423 ACRES MORE OR LESS.

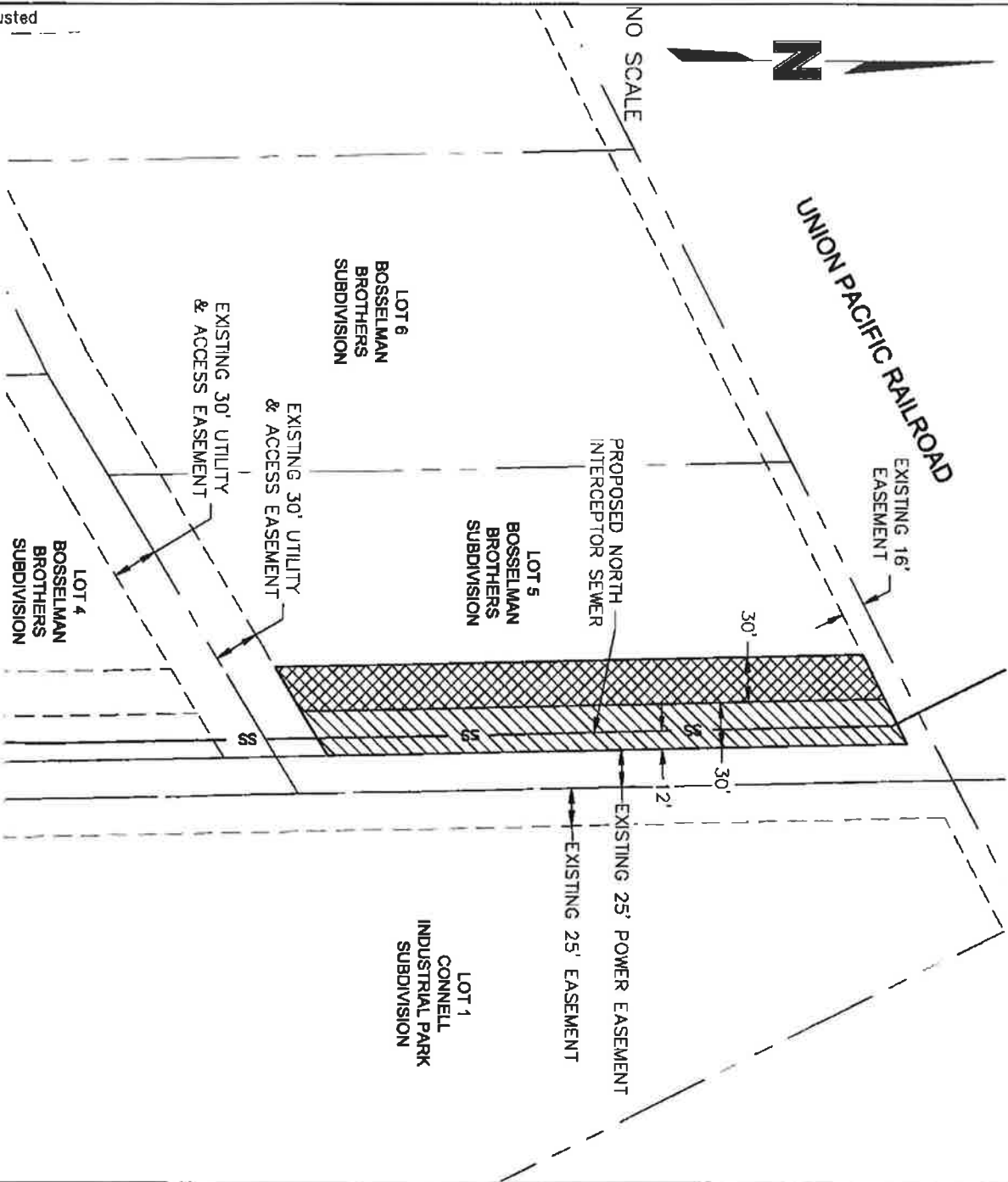
LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT

THAT PART OF LOT TWO (2) SCHMADER SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND HALL COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT TWO (2), SCHMADER SECOND SUBDIVISION; THENCE S89°44'09"W (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID LOT TWO (2) A DISTANCE OF 821.74 FEET TO THE TRUE POINT OF BEGINNING; THENCE S01°14'59"E A DISTANCE OF 30.00 FEET; THENCE N89°44'09"E PARALLEL WITH AND 30.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT TWO (2) A DISTANCE OF 421.77 FEET; THENCE S27°06'37"E A DISTANCE OF 174.12 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT TWO (2) AND NORTHWESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE S62°53'23"W ALONG SAID SOUTHEASTERLY LINE OF SAID LOT TWO (2) AND NORTHWESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE S89°44'09"W PARALLEL WITH AND 30.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT TWO (2) A DISTANCE OF 432.82 FEET; THENCE N01°14'59"W A DISTANCE OF 60.00 FEET TO THE NORTH LINE OF SAID LOT TWO (2); THENCE N89°44'09"E ALONG SAID NORTH LINE OF LOT TWO (2) A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.
SAID TRACT CONTAINS A CALCULATED AREA OF 19,116 SQUARE FEET OR 0.439 ACRES MORE OR LESS.

PROJECT NO:	011-2347	CITY OF GRAND ISLAND	EXHIBIT
DRAWN BY:	LH	EASEMENT	A
DATE:	02/18/2013		

DWG: F:\Projects\011-2347\MUNI North Interceptor\Exhibits\0112347_ESM02.dwg USER: lhusted
DATE: Feb 18, 2013 1:01pm XREFS: 3D-C-PIPE-BASE ACAD-3D-C-PIPE-ALIGN EASEMENT REVISION 2-18-13

BOSSELMAN CARRIERS INC.

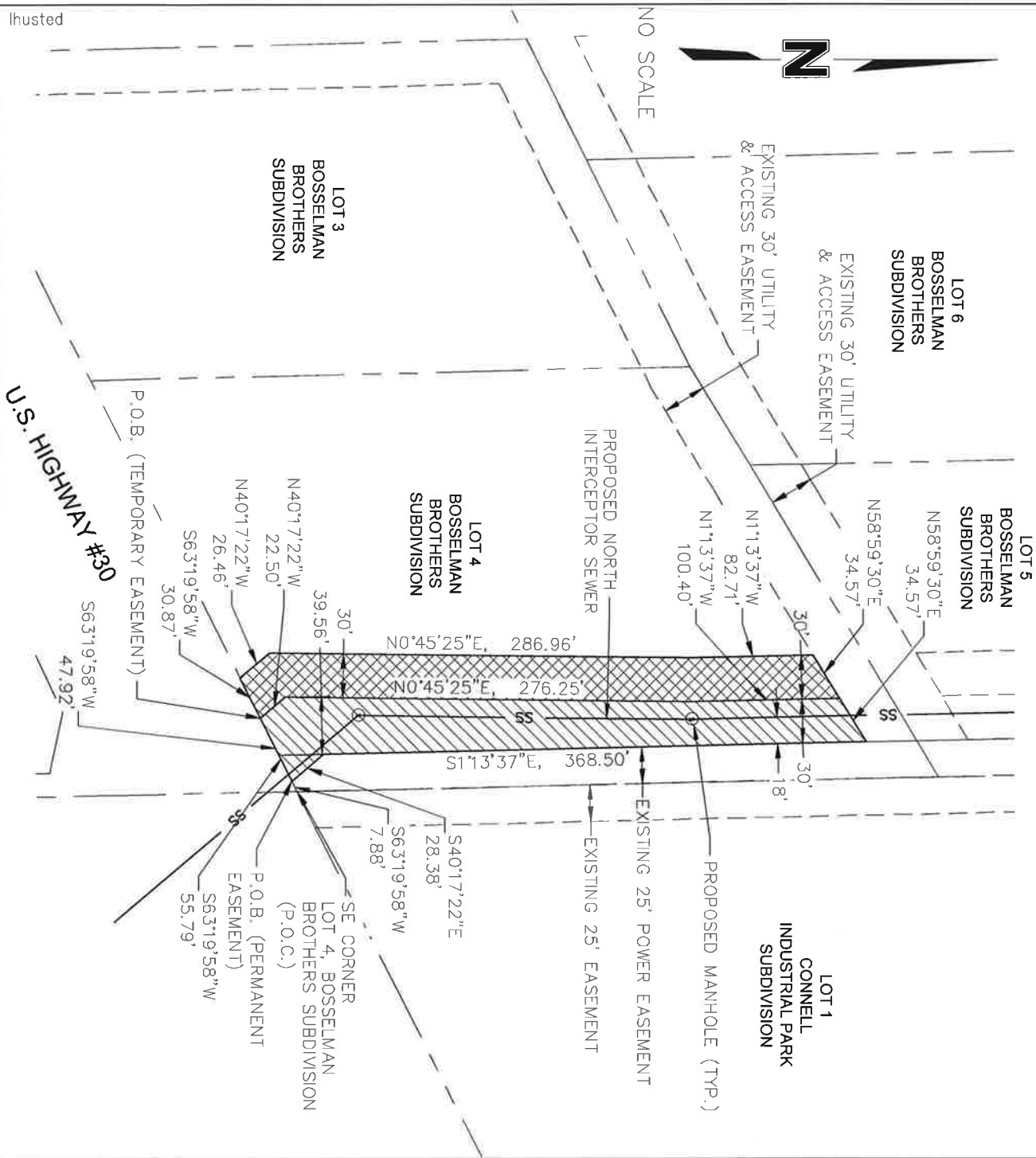


LEGAL DESCRIPTION OF PERMANENT EASEMENT
 THE WEST 30 FEET OF THE EAST 55 FEET OF LOT FIVE (5), BOSSELMAN BROTHERS SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, EXCEPT THE NORTH 16 FEET AND THE SOUTH 30 FEET THEREOF.
 SAID TRACT CONTAINS A CALCULATED AREA OF 11,607 SQUARE FEET OR 0.266 ACRES MORE OR LESS.

LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT
 THE WEST 30 FEET OF THE EAST 85 FEET OF LOT FIVE (5), BOSSELMAN BROTHERS SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, EXCEPT THE NORTH 16 FEET AND THE SOUTH 30 FEET THEREOF.
 SAID TRACT CONTAINS A CALCULATED AREA OF 11,665 SQUARE FEET OR 0.268 ACRES MORE OR LESS.

DWG: F:\Projects\011-2347\MUNI North Interceptor\Exhibits\0112347_ESM03.dwg USER: lhusted
 DATE: Sep 20, 2012 3:36pm XREFS: 3D-C-PIPE-BASE ACAD-3D-C-PIPE-ALIGN

PROJECT NO: 011-2347	CITY OF GRAND ISLAND	PERMANENT EASEMENT TEMPORARY CONSTRUCTION EASEMENT	EXHIBIT A
DRAWN BY: LH	EASEMENT		
DATE: 09/21/2012	OLSSON ASSOCIATES 2727 W. 2ND STREET SUITE 105 HASTINGS, NE 68801 TEL. 402.463.0240 FAX 402.463.0167		



LEGAL DESCRIPTION OF PERMANENT EASEMENT

THAT PART OF LOT FOUR (4), BOSSELMAN BROTHERS SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT FOUR (4), BOSSELMAN BROTHERS SUBDIVISION; THENCE S63°19'58"W (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID LOT FOUR (4) AND NORTH LINE OF U.S. HIGHWAY NUMBER 30 A DISTANCE OF 7.88 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S63°19'58"W ALONG THE SOUTH LINE OF SAID LOT FOUR (4) AND NORTH LINE OF U.S. HIGHWAY NUMBER 30 A DISTANCE OF 47.92 FEET; THENCE N40°17'22"W A DISTANCE OF 22.50 FEET; THENCE N00°45'25"E A DISTANCE OF 276.25 FEET; THENCE N01°13'37"W PARALLEL WITH AND 55 FEET WEST OF THE EAST LINE OF SAID LOT FOUR (4) A DISTANCE OF 100.40 FEET TO THE SOUTH LINE OF AN EXISTING UTILITY AND ACCESS EASEMENT; THENCE N58°59'30"E ALONG THE SOUTH LINE OF SAID UTILITY AND ACCESS EASEMENT, PARALLEL WITH AND 30 FEET SOUTH OF THE NORTH LINE OF SAID LOT FOUR (4) A DISTANCE OF 34.57 FEET; THENCE S01°13'37"E PARALLEL WITH AND 25 FEET WEST OF THE EAST LINE OF SAID LOT FOUR (4) A DISTANCE OF 368.50 FEET; THENCE S40°17'22"E A DISTANCE OF 28.38 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 13,560 SQUARE FEET OR 0.305 ACRES MORE OR LESS.

LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT

THAT PART OF LOT FOUR (4), BOSSELMAN BROTHERS SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT FOUR (4), BOSSELMAN BROTHERS SUBDIVISION; THENCE S63°19'58"W (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID LOT FOUR (4) AND NORTH LINE OF U.S. HIGHWAY NUMBER 30 A DISTANCE OF 55.79 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S63°19'58"W ALONG THE SOUTH LINE OF SAID LOT FOUR (4) AND NORTH LINE OF U.S. HIGHWAY NUMBER 30 A DISTANCE OF 30.87 FEET; THENCE N40°17'22"W A DISTANCE OF 26.46 FEET; THENCE N00°45'25"E A DISTANCE OF 286.96 FEET; THENCE N01°13'37"W PARALLEL WITH AND 85 FEET WEST OF THE EAST LINE OF SAID LOT FOUR (4) A DISTANCE OF 82.71 FEET TO THE SOUTH LINE OF AN EXISTING UTILITY AND ACCESS EASEMENT; THENCE N58°59'30"E ALONG THE SOUTH LINE OF SAID UTILITY AND ACCESS EASEMENT, PARALLEL WITH AND 30 FEET SOUTH OF THE NORTH LINE OF SAID LOT FOUR (4) A DISTANCE OF 34.57 FEET; THENCE S01°13'37"E PARALLEL WITH AND 55 FEET WEST OF THE EAST LINE OF SAID LOT FOUR (4) A DISTANCE OF 100.40 FEET; THENCE S00°45'25"W A DISTANCE OF 276.25 FEET; THENCE S40°17'22"E A DISTANCE OF 22.50 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 11,929 SQUARE FEET OR 0.274 ACRES MORE OR LESS.

PROJECT NO:	011-2347	CITY OF GRAND ISLAND EASEMENT	 OLSSON ASSOCIATES	2727 W. 2ND STREET SUITE 105 HASTINGS, NE 68901 TEL 402.463.0240 FAX 402.463.0187	EXHIBIT
DRAWN BY:	LH				A
DATE:	03/01/2013				

 PERMANENT EASEMENT
 TEMPORARY CONSTRUCTION EASEMENT



City of Grand Island

Tuesday, April 23, 2013

Council Session

Item E-8

Public Hearing on Acquisition of Right-of-Way for the Various Locations 2013 Federal Aid Resurfacing Project

Staff Contact: John Collins PE, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: April 23, 2013

Subject: Public Hearing Approving Acquisition of Right-of-Way for the Various Locations 2013 Federal Aid Resurfacing Project

Item #'s: E-8 & G-13

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

Background

The City of Grand Island Public Works Department sought federal Surface Transportation Program (STP) funds for the Various Locations in Grand Island Resurfacing project. This proposed project consists of removing 2" of existing bituminous surfacing (i.e. asphalt) by cold milling and placement of 2" new Asphaltic Concrete in the following locations.

- Blaine Street – Garland Street to Stolley Park Road
- Blaine Street – Stolley Park Road to the Beltline Trail
- First Street – Walnut Street to Sycamore Street
- North Road - 13th Street to State Street
- Independence Avenue – Capital Avenue to Nebraska Highway 2
- Broadwell Avenue - Anna Street to Second Street
- Broadwell Avenue – Second Street to State Street

This project is coordinated with and supplements the Grand Island Streets Division Pavement Preservation Plan. This project will relieve the City of funding these improvements solely with Capital Improvement Program funds.

Right-of-Way is necessary for this project to be completed, which must be approved by City Council.

Discussion

Right-of-Way will be needed from 4 property owners in this project area. All documents have been signed and returned by the property owners. Authorization of the documents is contingent upon City Council approval. Following is a summary of the payments, totaling \$620.00, for each of the properties.

No.	Property Owner	Legal Description	Right-of-Way Payment (minimum \$100.00)	Payment of Damages	Total
14	Julio Minjarez-Torres and Nicolasa Minjarez	Part of Lot 2, Block 1 of Packer and Barr's Addition, located in the Northeast Quarter of the Southeast Quarter (NE 1/4, SE 1/4) of Section 17, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the northeast corner of said Lot 2, Block 1 of Packer and Barr's Addition, said point also being the point of intersection of the west right-of-way (R.O.W.) line of Broadwell Avenue and the south R.O.W. line of Faidley Avenue, said point also being the point of beginning; thence S00 54'46"E along said west R.O.W. line a distance of 10.00 feet; thence N51 28'53"W a distance of 15.97 feet to a point on the north line of said Lot 2, said point also being on the south R.O.W. line of Faidley Avenue; thence N89 45'09"E along said south R.O.W. line a distance of 12.34 feet to the point of beginning. Said tract contains a calculated area of 61.65 square feet more or less.	61.65 s.f. @ \$2.00/s.f.	None	\$130.00

15	Lorraine S Tagge	Part of Lot 10, Block 1 of Bonnie Brae Addition, located in the Northwest Quarter of the Southwest Quarter (NW 1/4, SW 1/4) of Section 16, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the southwest corner of Lot 4, Block 2 of Bonnie Brae Addition, said point also being on the east right-of-way (R.O.W.) line of Broadwell Avenue; thence on an assumed bearing of N01 00'7"W along said east R.O.W. line a distance of 241.52 feet to the southwest corner of said Lot 10, said point also being the intersection of the east R.O.W. line of Broadwell Avenue and the north R.O.W. line of 6th Street, said point also being the point of beginning; thence continuing N01 00'7"W along said east R.O.W. line of Broadwell Avenue and the west line of said Lot 10 a distance of 6.09 feet; thence N88 59'45"E a distance of 11.30 feet to a point on the south line of said Lot 10, said point also being on the north R.O.W. line of 6th Street; thence S60 41'19"W along said north R.O.W. line a distance of 12.84 feet to the point of beginning. Said tract contains a calculated area of 34.39 square feet more or less.	34.39 s.f. @ \$2.00/s.f.	None	\$100.00
20	J & B Rentals, LLC	Part of Lot 1, Block 1 of Boggs and Hill's Addition, located in the Northeast Quarter of the Northeast Quarter (NE 1/4, NE 1/4) of Section 17, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the southeast corner of Lot 16, Block 1 of Boggs and Hill's Addition, said point also being the point of intersection of the west right-of-way (R.O.W.) line of Broadwell Avenue and the north R.O.W. line of 12th Street; thence on an assumed bearing of N01 01'21"W along said west R.O.W. line a distance of 120.32 feet to the southeast corner of said Lot 1, Block 1; thence continuing N01 01'21"W along said west R.O.W. line a distance of 103.17 feet to the point of beginning; thence N45 38'36"W a distance of 24.37 feet to a point on the north line of said Lot 1, said point also being on the south R.O.W. line of 13th Street; thence N89 44'08"E along said south R.O.W. line a distance of 7.12; thence S45 38'36"E a distance of 14.24 feet to a point on said west R.O.W. line; thence	96.51 s.f. @ \$2.00/s.f.	none	\$200.00

		S01 01'21"E along said west R.O.W. line a distance of 7.12 feet to the point of beginning. Said tract contains a calculated area of 96.51 square feet more or less.			
21	James D and Colleen M Goodwin	Part of Lot 276 of West Lawn Addition, located in the Southeast Quarter of the Southeast Quarter (SE 1/4, SE 1/4) of Section 8, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the southeast corner of said Section 8; thence on an assumed bearing of N00 53'38"W along the east line of said Section 8 a distance of 44.20 feet; thence N89 06'22"W a distance of 33.42 feet to a southeasterly corner of said Lot 276 described in Document No. 93-101561. Said point also being on the west right-of-way (R.O.W.) line of Broadwell Avenue and the point of beginning; thence S43 43'33"W along a southeasterly line of said Lot 276 a distance of 14.02 feet to a point on the south line of said Lot 276, said point also being on the north R.O.W. line of 13th Street; thence S89 51'35"W along said north R.O.W. line a distance of 6.94 feet; thence N43 43'33"E a distance of 23.94 feet to a point on said west R.O.W. line; thence S00 39'44"E along said west R.O.W. line a distance of 7.15 feet to the point of beginning. Said tract contains a calculated area of 94.91 square feet more or less.	94.91 s.f. @ \$2.00/s.f.	None	\$190.00
					\$ 620.00

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 acquisition of Right-of-Way between the City of Grand Island, Public Works Department and the affected property owners/lessees in the Various Locations 2013 Federal Aid Resurfacing Project.

Sample Motion

Move to approve the acquisition of Right-of-Way.



City of Grand Island

Tuesday, April 23, 2013

Council Session

Item F-1

#9425 - Consideration of Request to Rezone Property Located West of South Locust Street and South of US Hwy 34 from LLR (Large Lot Residential) to B2 (General Business Zone)

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9425

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land described as properties on a tract of land comprising a part of the Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼) of Section 33, Township 11 North, Range 9 West of the 6th P.M. in the City of Grand Island, from LLR Large Lot Residential Zone to B2 General Business Zone, directing the such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the zoning map pursuant to Chapter 36; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on April 3, 2013, held a public hearing and made a recommendation on the proposed zoning of such area; and

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

WHEREAS, the requested change is found to be in compliance with the Comprehensive Development Plan of the City of Grand Island as adopted July 13, 2004 and subsequently amended; and

WHEREAS, after public hearing on April 23, 2013, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tracts of land are hereby rezoned, reclassified and changed from LLR Large Lot Residential Zone to B2 General Business Zone:

In a tract of land comprising a part of the Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼) of Section 33, Township 11 North, Range 9 West of the 6th

Approved as to Form	▣ _____
April 22, 2013	▣ City Attorney

ORDINANCE NO. 9425 (Cont.)

P.M. in the City of Grand Island, Hall County Nebraska, contained specifically within a tract more particularly described as follows: Beginning at the southeast corner of the south line of said Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$); thence westerly along the south line of said Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$), a distance of 1000.7 feet; thence northerly a distance of 264.8 feet; thence easterly, a distance of 1000.09 feet to the east line of said Section 33; thence southerly along the east line of said Section 33, a distance of 266.9 feet to the place of beginning.

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

SECTION 3. That this ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in pamphlet format as provided by law.

Enacted: April 23, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 23, 2013

Council Session

Item F-2

#9426 - Consideration of Annexation of Ummel Second Subdivision Located North of Bronco Road and East of Shady Bend Road (First Reading)

This item relates to the aforementioned Public Hearing item E-6.

Staff Contact: Chad Nabity

* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9426

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land comprised of Ummel Second Subdivision and the adjoining Right-Of-Way Shady Bend Road in Hall County, Nebraska as more particularly described hereinafter and as shown on Exhibit "A" attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, after Tommy L. Ummel Sr., a single person and Tommy L. Ummel Jr. and Cary Ummel, husband and wife as owners of the property submitted a plat of Ummel Second Subdivision an Addition to the City of Grand Island for approval; and

WHEREAS, the Annexation Component of the Comprehensive Development Plan for the City of Grand Island requires that owners of property proposed for subdivision adjacent to the Corporate Limits submit such subdivisions as additions to the City; and

Approved as to Form	☐ _____
April 19, 2013	☐ City Attorney

ORDINANCE NO. 9426 (Cont.)

WHEREAS, according to NRSS §16-177 the City of Grand Island can upon petition of the property owner(s) of property contiguous and adjacent to the City Limits annex said property by ordinance; and

WHEREAS, on April 23, 2013, the City Council of the City of Grand Island approved such annexation on first reading.

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

SECTION 1. It is hereby found and determined that:

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

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

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that this annexation does not extend the extraterritorial zoning jurisdiction.

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

ORDINANCE NO. 9426 (Cont.)

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

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

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

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

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

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

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

ORDINANCE NO. 9426 (Cont.)

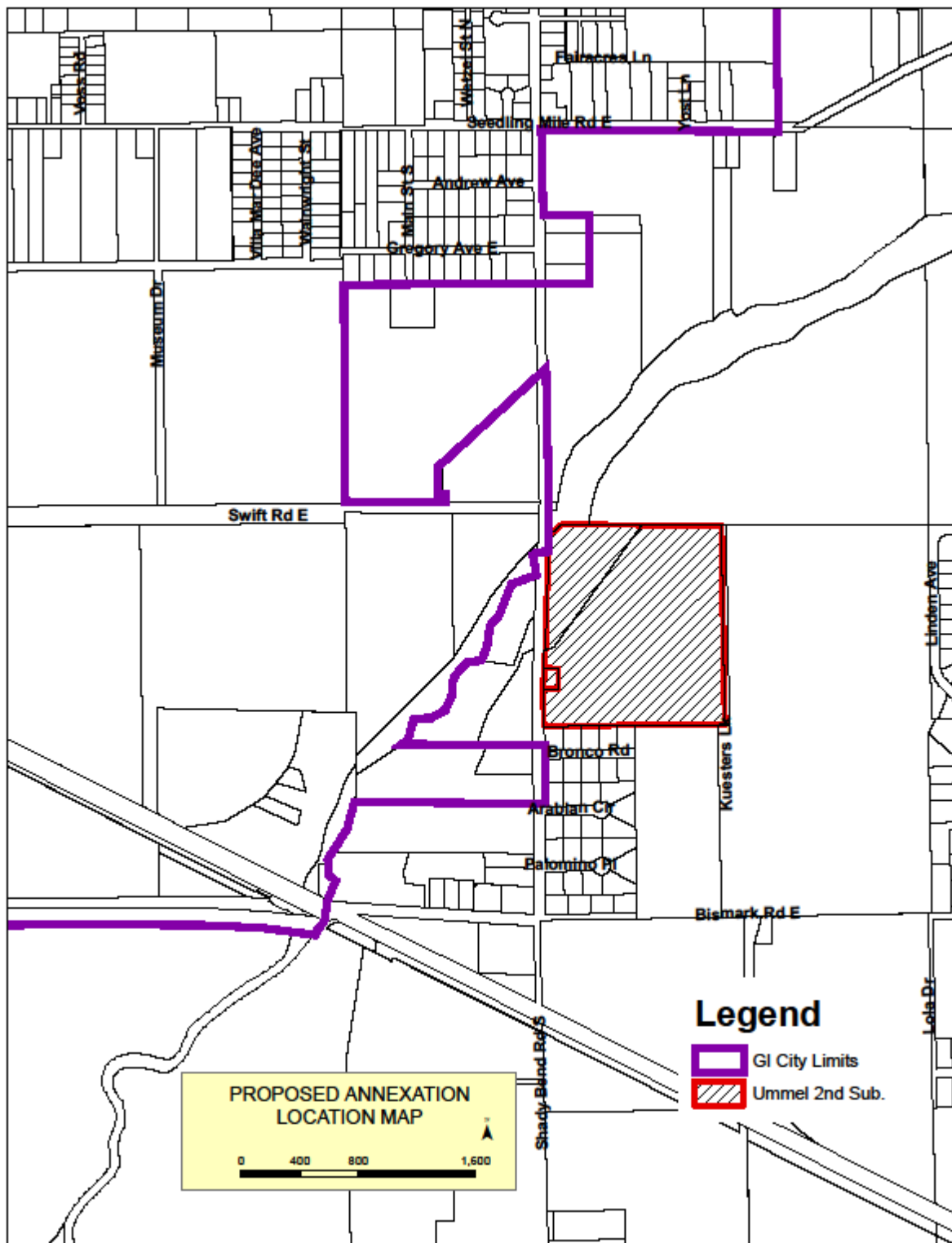
Enacted: April 23, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

ORDINANCE NO. 9426 (Cont.)





City of Grand Island

Tuesday, April 23, 2013

Council Session

Item F-3

#9427 - Consideration of Creation of Street Improvement District No. 1261; Westgate Road - North Road East to Paved Section of Westgate Road

Staff Contact: John Collins PE - Public Works Director

Council Agenda Memo

From: Terry Brown PE, Manager of Engineering Services

Meeting: April 23, 2013

Subject: Consideration of Creation of Street Improvement District No. 1261; Westgate Road – North Road East to Paved Section of Westgate Road

Item #'s: F-3

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

Background

Council action is needed to create a Street Improvement District. If the District is created, a notice will be mailed to all affected property owners and a 20-day protest period will begin. If the district passes the protest and the Council continues the district, plans will be prepared. The City will then bid, construct, and levy special assessments for the work.

Discussion

The District will consist of Westgate Road extending east from North Road to the existing hard surface portion of Westgate Road. This area was platted in November 1987. The project would consist of paving, as well as connecting the initial phase of the Moores Creek Drainway to this area and eliminating the ditch section. This project is currently estimated at \$500,000.00 and would be assessed to adjacent property owners. All property owners in this proposed district have signed the district creation petition form.

Alternatives

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

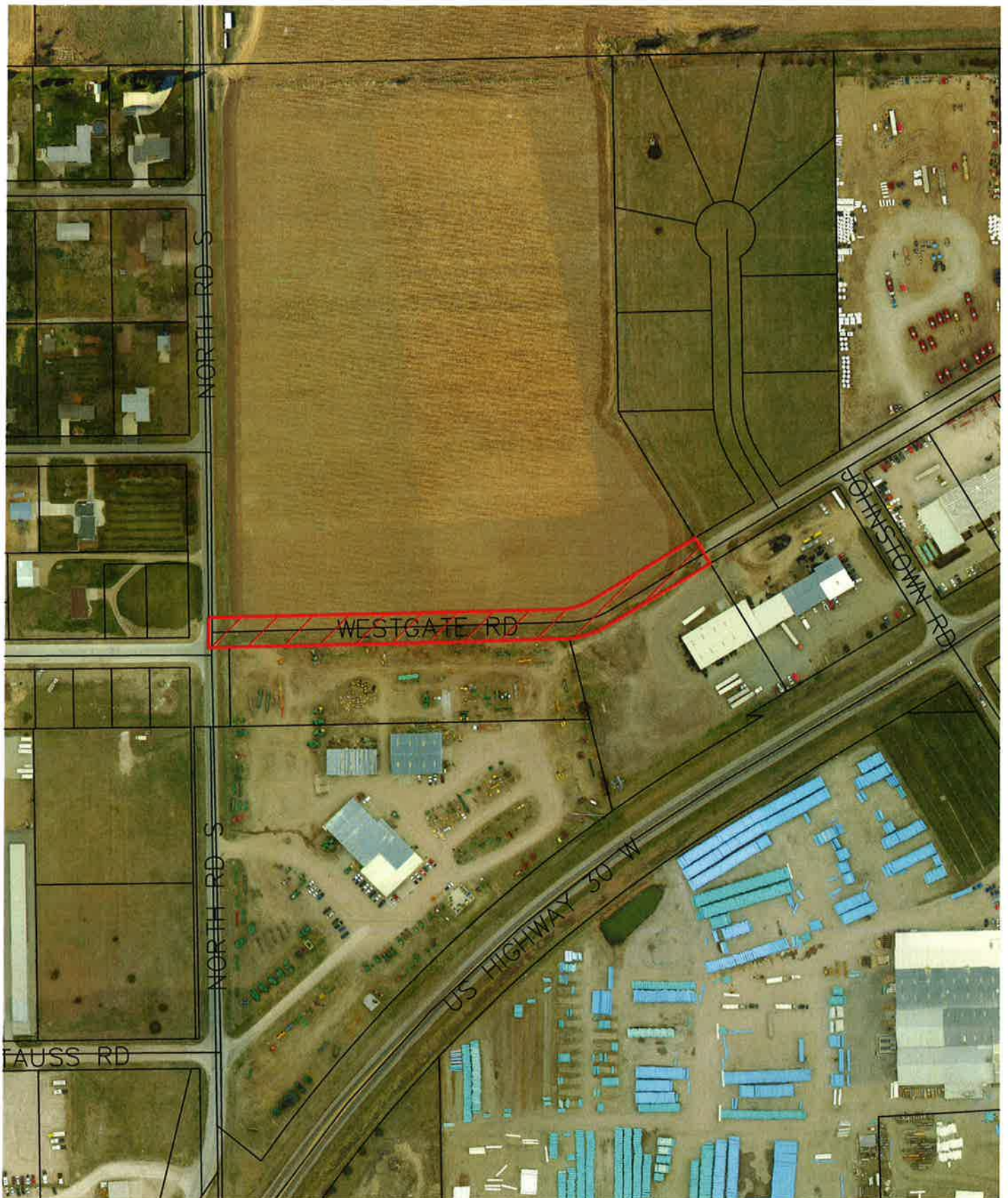
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the creation of Street Improvement District No. 1261; Westgate Road – North Road east to paved section of Westgate Road.

Sample Motion

Move to approve creation of Street Improvement District No. 1261.



CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT

DATE: 04/02/13

DRAWN BY: TJY

APPVD. BY:

SCALE: NONE

WESTGATE RD POTENTIAL

STREET IMPROVEMENT

PLAN





PETITION FOR CREATION OF STREET IMPROVEMENT DISTRICT

RETURN TO: PUBLIC WORKS DEPARTMENT
PO BOX 1968
GRAND ISLAND, NE 68802-1968

LOCATION: Extend Westgate Road from North Road
east to connect with existing hard surface portion
of Westgate Road

We, the undersigned, being the owners of property abutting the above street, hereby petition the Mayor and the Council to create a street improvement district for the purpose of improving said street by paving, curbing, guttering, and all incidental work in connection therewith in the City of Grand Island. We also agree to pay the costs for the improvement requested to the extent of benefit to our property, based upon standard assessment methods.

In case the construction of such improvement will require working to a grade established by the Mayor and City Council or change of grade in any street, avenue, or alley, we WAIVE claim for damages allowable under Section 16-615, R.R.S. 1943; the ascertainment of damage to our property; and the tender to us of any damages accruing to our property for reason of such Section 16-615, R.R.S. 1943.

NAME

ADDRESS

DJ EIHUSEN 3990 West US Hwy 30
Grand Island, NE 68803

GREG BAXTER 4444 E. 13th Street
Grand Island, NE 68803

Fred A Bosselman
DBA Bosselman Three & Cross Dillon Tire 3904 West Hwy 30
Grand Island, NE
68803

• THIS SPACE RESERVED FOR REGISTER OF DEEDS •

ORDINANCE NO. 9427

An ordinance to create Street Improvement District No. 1261; to define the boundaries of the district; to provide for the improvement of a street within the district by paving, curbing, guttering, storm drainage, sidewalks, and other incidental work in connection therewith; to provide for the filing of this ordinance with the Hall County Register of Deeds; and to provide the publication and effective date of this ordinance.

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

SECTION 1. Street Improvement District No. 1260 in the City of Grand Island, Nebraska, is hereby created.

SECTION 2. The properties included in such district shall be as follows:

Parcel No.	Owner	Legal Description
400150670	LITTLE B'S CORPORATION	MISCELLANEOUS TRACTS 24-11-10 XC 6.18 AC HWY PT S ½ NW ¼ 22.49 AC
400166860	CHIEF INDUSTRIES, INC.	LOT 1, WESTGATE FOURTH SUBDIVISION
400150700	CHIEF INDUSTRIES, INC.	MISCELLANEOUS TRACTS 24-11-10 PT SW ¼ 10.78 AC
400293447	BOSSELMAN FOUR INVESTMENT CO., LP	PART OF LOT 2, WESTGATE FOURTH SUBDIVISION

Approved as to Form ☐ _____
April 19, 2013 ☐ City Attorney

ORDINANCE NO. 9247 (Cont.)

SECTION 3. The following street in the district shall be improved by paving and other incidental work in connection therewith:

Westgate Road in the City of Grand Island, Hall County, Nebraska.

Said Improvements shall be made in accordance with plans and specifications approved by the Engineer for the City of Grand Island.

SECTION 4. All improvements shall be made at public cost, but the cost thereof shall be assessed upon the lots and lands in the district specially benefited thereby as provided by law.

SECTION 5. This ordinance, with the plat, is hereby directed to be filed in the office of the Register of Deeds, Hall County, Nebraska.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication, without the plate, as provided by law.

SECTION 7. After passage, approval and publication of this ordinance, without the plate, notice of the creation of said district shall be published in the Grand Island Independent, a legal newspaper published and of general circulation in said City, as provided by law.

Enacted: April 23, 2013

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 23, 2013

Council Session

Item G-1

Approving Minutes of April 9, 2013 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

April 9, 2013

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 April 9, 2013. Notice of the meeting was given in *The Grand Island Independent* on April 3, 2013.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following City Council members were present: Bob Niemann, Linna Dee Donaldson, Julie Hehnke, Mitch Nickerson, Peg Gilbert, John Gericke, Scott Dugan, Mike Paulick, and Vaughn Minton. Councilmember Chuck Haase was absent. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, City Attorney Robert Sivick, Public Works Director John Collins and Finance Director Jaye Monter.

INVOCATION was given by Pastor Rene Lopez, Iglesia de Dios, 2325 West State Street followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Miranda Wieczorek and board member Maria Lopez.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of the Donald Jelinek, Senior Engineering Technician with the Utilities Department for 40 Years with the City of Grand Island. The Mayor and City Council recognized Donald Jelinek for 40 Years of service with the city as a Senior Engineering Technician with the Utilities Department. Utilities Director Tim Luchsinger said a few words regarding Mr. Jelinek's service. Mr. Jelinek was present for the recognition.

Proclamation "Equal Pay Day" April 9, 2013. Mayor Vavricek proclaimed April 9, 2013 as "Equal Pay Day".

Proclamation "Be Kind to Animals Week" May 4-11, 2013. Mayor Vavricek proclaimed the week of May 4-11, 2013 as "Be Kind to Animals Week". Curt Ratliff, Laurie Dethloff, and Anita Kreifels with the Central NE Humane Society were present to receive the Proclamation.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement Located at 3524 Farmstead Road (Oseka Homes, LLC). Utilities Director Tim Luchsinger reported that a utility easement located at 3524 Farmstead Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers for the purpose of placing a single phase pad-mounted transformer to provide electrical service to a new home being constructed on the property. Staff recommended approval. No public testimony was heard.

RESOLUTIONS:

#2013-105 – Consideration of Approving FTE Amendment for the Wastewater Treatment Plant. Public Works Director John Collins stated the memo in the council packet had an error on the wages but the Ordinance had the correct amounts.

Marvin Strong, Wastewater Plant Engineer gave a PowerPoint presentation. Mr. Strong reported that the FTE Amendment would allow the addition of a Wastewater Project Manager and a Wastewater Regulatory Compliance Manager to replace the elimination of the Wastewater Engineering/Operations Superintendent, Wastewater Process Supervisor, and Wastewater Equipment Operator.

Paul Wicht, 1708 Jerry Drive spoke in opposition. Comments were made regarding the changes made over the past few months and the improvements being made at the Wastewater Treatment Plant. Mentioned was that qualified staff was important.

Motion by Dugan, second by Nickerson to approve Resolution #2013-105. Upon roll call vote, all voted aye. Motion adopted.

#2013-106 – Consideration of Approving FTE Amendment for the Fire Department. Fire Chief Cory Schmidt gave a PowerPoint presentation and recommended the reclassification of three captain positions to three shift commander positions, eliminate one division chief position, and add one life safety inspector position.

Discussion was held concerning the number of days the Captains were off, the number of Captains at each station, and the number of vacancies currently. Chief Schmidt stated they were down three positions. He explained vacation time, inspections, and shift commander duties.

Motion by Donaldson, second by Niemann to approve Resolution #2013-106. Upon roll call vote, all voted aye. Motion adopted.

ORDINANCE:

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

#9424 – Consideration of Amending Salary Ordinance

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

Human Resources Director Brenda Sutherland reported Ordinance #9424 was the action item for Resolutions #2013-105 and #2013-106. Discussion was held regarding the non-union positions for the Fire Department. Ms. Sutherland stated a survey for non-union employees would be conducted this year.

Motion by Dugan, second by Minton to approve Ordinance #9424.

City Clerk: Ordinance #9424 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 #9424 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9424 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda items G-2, G-6, and G-15 were removed for further discussion. Motion by Donaldson, second by Niemann to approve the Consent Agenda excluding items G-2, G-6, and G-15. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of March, 26, 2013 City Council Regular Meeting.

Approving Appointment of Mitchell Stehlik to the Community Development Advisory Board. Mr. Stehlik introduced himself and asked for councils approval.

Motion by Gilbert, second by Nickerson to approve the appointment of Mithcell Stehlik to the Community Development Advisory Board. Upon roll call vote, all voted aye. Motion adopted.

#2013-92 – Approving Acquisition of Utility Easement Located at 3524 Farmstead Road (Oseka Homes, LLC).

#2013-93 – Approving Bid Award for Burdick Units 1 & 3 Battery System Replacements with Storage Battery Systems, Inc. of Menomonee Falls, WI in an Amount of \$64,509.64.

#2013-94 – Approving Bid Award for Feedwater Heater #5 Installation at Platte Generating Station with Hayes Mechanical of Omaha, NE in an Amount of \$84,150.00.

#2013-95 – Approving Purchase of Dell Tablets for Patrol Fleet from State Contract in an Amount of \$49,791.76. Police Chief Steve Lamken answered questions regarding the state bid contract. Mr. Sivick explained the state bid process.

Motion by Gericke, second by Minton to approve Resolution #2013-95. Upon roll call vote, all voted aye. Motion adopted.

#2013-96 – Approving 2013 VOCA Victim/Witness Grant Application.

#2013-97 – Approving Bid Award for Root Foaming Chemical for Sewer Infrastructure within the Public Works Department with Nebraska Environmental Products of Lincoln, NE in an Amount not-to-exceed \$25,000.00.

#2013-98 – Approving Bid Award for Concrete Pavement and Storm Sewer Repairs for 2013 with OK Paving of Hordville, NE in an Amount of \$834,960.00.

#2013-99 – Approving Bid Award for One (1) New Asphalt Reclaiming/Trenching Machine for the Streets Division of the Public Works Department with Asphalt Zipper, Inc. of American Fork, UT in an Amount of \$103,490.00 under a Lease Agreement.

#2013-100 – Approving Bid Award for Hot-Mix Asphalt for 2013 with J.I.L. Asphalt Paving Co. of Grand Island, NE in an Amount of: \$48.20 per ton for Type “A”; \$38.55 per ton for Type “B”; \$48.40 per ton for Type “C”; \$50.40 per ton for Type “SPL-A”; \$51.15 per ton for Type “SPL-B”; and \$45.65 per ton for Type SPR”.

#2013-101 – Approving Bid Award for Concrete Ready-Mix for 2013 with Gerhold Concrete Co., Inc. of Grand Island, NE in an Amount of \$81.00 per cubic yard - estimated at \$121,500.00.

#2013-102 – Approving Bid Award for One (1) 70’ Heavy Duty Truck Scale for the Solid Waste Division of the Public Works Department with Central Scale & Material Handling of Omaha, NE in an Amount of \$40,300.00.

#2013-103 – Approving Amendment No. 3 for Engineering Services for Aeration Basin Improvements at the Wastewater Treatment Plant with Black & Veatch Corporation of Kansas City, MO in an Amount of \$49,516.00.

#2013-104 – Approving Renewal of Leases at Former Cornhusker Army Ammunition Plant for Storage Buildings with Jerry Harders in an Amount of \$925.00 per year for two years and the Nebraska State Patrol in an Amount of \$765.00 per year for two years. Parks and Recreation Director Todd McCoy answered questions regarding the lease amount, reimbursement of property insurance, and signature on the contract.

Motion by Donaldson, second by Gilbert to approve Resolution #2013-104. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2013-107 – Consideration of Approving Continuation of Street Improvement District No. 1260; South Webb Road Extending North from Stolley Park Road to Union Pacific Railroad Tracks. Public Works Director John Collins reported that Street Improvement District No. 1260 was created by Council on February 12, 2013. The 20-day protest period ended on March 11, 2013 with less than 50% protests. Funding/bonding options were presented along with the six month actuals and year end forecast for the 2012-2013 Capital Improvement Projects 400 Fund.

Discussion was held regarding bonding and the cost to the City. Finance Director Jaye Monter explained the bonding process. In order to move the project forward the city would need to either bond or use cash reserves. Assessments were explained. Mr. Collins commented on the urgency of this project. Public Works Project Manager Terry Brown answered questions regarding the protests - 38% protested against the district. Mentioned was the city owned a large part of the property in the district.

Motion by Gilbert, second by Gericke to approve Resolution #2013-107. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek turned the meeting over to City Attorney Robert Sivick and recused himself from the meeting at 8:55 p.m.

#2013-108 – Consideration of Setting Hearing Date for Removal of Elected Official Pursuant to Code Section 2-24. City Attorney Robert Sivick reported that on Friday, April 5, 2013 Councilmember Mike Paulick filed misconduct charges against Mayor Vavricek according to City Code Section 2-24 for an incident of driving under the influence of alcohol. Mr. Sivick stated the next step in the process was to set a hearing date.

The following people spoke in opposition of Resolution #2013-108:

- Ken Gnadt, 1610 Gretchen Avenue
- Margaret Hornady, 2708 Arrowhead Road
- Gene Dominick, 221 East 1st Street
- Steve Mossman, Lincoln, NE - Attorney representing Mayor Vavricek,
- Ken Staab, 3143 Briarwood Blvd.
- Wendy McCarty, 2215 Del Mar Avenue
- Herb Worthington, 4262 Pennsylvania Avenue
- Clarence Stephens, 515 E. Division Street
- Glen Wilson, 3103 Brentwood Circle
- William Kelly, Attorney for the Mayor
- Jim Reed, 2511 Lakewood Drive
- Tom Pirnie, 919 E. Phoenix Avenue
- Mark Galvan, 584 East 20th Street
- Gayle Bonnes, 812 Redwood Road
- Tom O'Neill, 2017 Barbara Avenue
- Max Mader, 3850 No. Webb Road
- Jacinto Corona, 119 East 18th Street
- Jeff Vinson, 1527 Stagecoach Road
- Tom Osterbuhr, 2511 Mill River Road
- Greg Baxter, 2121 No. Monitor Road
- Connie Wilson, 3103 Brentwood Circle
- Libby Mader, 3850 No. Webb Road
- Gary Quandt, 609 West 14th Street

The following people spoke in support of Resolution #2013-108:

- Jeb Wolsleben, 715 Box Butte Avenue, Alliance, NE
- Paul Wicht, 1708 Jerry Drive

Council took a break at 10:10 p.m. and reconvened at 10:20 p.m.

The following people spoke regarding Resolution #2013-108:

- Grady Erickson, 1405 West Koenig Street – support
- Ken Gnadt, 1610 Gretchen Avenue – opposed
- Jan Vavricek, 2729 Brentwood Blvd. - opposed

Council President Niemann recused himself and turned the meeting over to Councilmember Gilbert.

A lengthy discussion was held by Council concerning the misconduct charges. Comments were made regarding separating emotion from the law, doing what's right and figuring out the cost later, does the accusation rise to the level of City Code Section 2-24, would it hold up in court and could the Mayor get a fair hearing before the Council. Mentioned was that an elected official was held to a higher standard similar to the US Constitution.

Several Councilmembers commented on the number of calls they received, both in support and against the Mayor and the distraction, negativity, and embarrassment this incident had caused the city. Past issues were brought up and the turmoil the city had been in for the last two years. Mentioned was the right to vote, if citizens didn't like what the Mayor was doing they could file a petition for a re-call election. A couple councilmembers had asked the Mayor in private if he had considered resigning. He didn't agree with that option.

Comments were made that nothing good would come of this for anybody in the city and no one wins in this situation. Council wanted to move forward and do what was best for the community.

Motion by Paulick, second by Gericke to approve Resolution #2013-108. Upon roll call vote, Councilmembers Paulick, Gericke, and Hehnke voted aye. Councilmembers Minton, Dugan, Gilbert, Nickerson, and Donaldson voted no. Motion failed.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Nickerson to approve the Claims for the period of March 27, 2013 through April 9, 2013, for a total amount of \$2,346,079.09. Unanimously approved.

ADJOURN TO EXECUTIVE SESSION: Motion by Paulick, second by Dugan to adjourn to Executive Session at 11:13 p.m. for the purpose of a strategy session with respect to pending and threatened litigation. Unanimously approved.

RETURN TO REGULAR SESSION: Motion by Gilbert, second by Donaldson to return to Regular Session at 11:23 p.m. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 11:23 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, April 23, 2013

Council Session

Item G-2

**Receipt of Official Documents – Pawnbroker’s Official Bonds for
G.I. Loan Shop, 1004 West 2nd Street and Express Pawn, 645
South Locust Street**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk
Meeting: April 23, 2013
Subject: Approving Renewal of Pawnbrokers Official Bond
Item #'s: G-2
Presenter(s): RaNae Edwards, City Clerk

Background

Chapter 25 of the Grand Island City Code requires that all persons who shall engage in the business of pawnbroker are required to make application to the Mayor and City Council. Along with the application and fee, a bond is required which is to be approved by the Mayor and City Council. Each license expires on April 30th of each year and must be renewed prior to that date.

Discussion

G.I. Loan Shop, 1004 West Second Street and Express Pawn, 645 South Locust Street has submitted their application, fee, and bond for renewal of their pawnbroker's license. (See attached)

Alternatives

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

1. Move to approve the renewals
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 application and bond for renewal of pawnbroker's license.

Sample Motion

Move to approve the renewal applications and bonds for G.I. Loan Shop, 1004 West 2nd Street and Express Pawn, 645 South Locust Street.



Pawnbroker's License Application

Business Owner Name: Darbo R Beazley
Business Owner Address: 1810 Hwy 58 Dannebrog Ne 68831
Business Manager Name: Patricia Beazley
Business Manager Address: 1810 Hwy 58 Dannebrog Ne 68831
Business Street Address: 1004 W 2nd Grand Island
Telephone: 308-382-9573

Location of storage of goods if kept at location other than business location:

List all criminal convictions (except minor traffic infractions) of owner, manager, or all officers and shareholders (if applicant is a corporation):

Offense	Location of Court	Conviction Date

If additional space is required, continue on back of the application.

Additional Documents Required:

1. All applicants must include bond to the City of Grand Island in the sum of \$5,000 with the application.
2. All corporate applicants must attach a copy of Articles of Incorporation and list of officers/shareholders.

All licenses expire on April 30th of each year. The City of Grand Island requires payment of an occupation tax in the amount of **\$100.00** when the license is issued as well as a license fee in the amount of **\$100.00**.

All licenses are subject to approval and issuance by the City Council. Be sure you are familiar with the City Code and State Statutes pertaining to pawnbrokers.

Bond Continuation Certificate

Nationwide Mutual Insurance Company, hereinafter called Company, in consideration of an Agreed Premium hereby continues in force Bond Number 7900369972

Bond Description Pawn Broker

in the sum of \$ 5,000.00

on behalf of G I Loan Shop, Inc.

1004 W 2nd

Grand Island

NE

68802

in favor of City of Grand Island

for the extended term beginning 12:00:00 a.m. May 1, 2013

and ending 11:59:59 p.m. April 30, 2014

subject to all terms, conditions and limitations contained in the original bond.

This continuation certificate is executed upon the express condition that the Company's liability under the bond and all continuation certificates issued shall not be cumulative and shall in no event exceed in the aggregate the largest single amount stated on the original bond, any rider attached thereto, of any continuation certificate.

SIGNED, SEALED AND DATED 5 / 1 / 2013

NATIONWIDE MUTUAL INSURANCE COMPANY

By: 



Stephen S. Rasmussen, President

Continuation Certificate
The Original Certificate is to be filed with the Obligee Named.

License and Permit Bond

Bond No. 7900369972

KNOW ALL MEN BY THESE PRESENTS:

That we, G I Loan Shop, Inc.,
of Grand Island, State of NE, as Principal, and Nationwide Mutual Insurance Company,
a corporation duly licensed to do business in the State of Nebraska, as Surety, are held and firmly bound unto
City of Grand Island,
State of Nebraska, Obligee, in the penal sum of Five Thousand Dollars
(\$ 5,000.00) DOLLARS, lawful money of the United States, to be paid to the said Obligee, for which payment
well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has been issued a
license or permit described as follows: Pawn Broker by
the said Obligee.

NOW THEREFORE, if the said Principal shall faithfully perform the duties and in all things comply with the laws
and ordinances, including all Amendments thereto, appertaining to the license or permit described then this
obligation to be void, otherwise to remain in full force and effect from May 1st, 2011, until
April 30th, 2012, unless extended by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, to the clerk of the Political
Subdivision with whom this bond is filed and to the Principal, at the last known address, and at the expiration of
thirty (30) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety shall thereupon
be relieved from any liability for any acts or omissions of the Principal subsequent to said date.

Dated this 6th day of April, 2011.

Shall save and keep harmless the City of Grand Island
from all loss or damage which it may sustain or for which it may become liable on account of the issuance of said
license or permit.

G I Loan Shop, Inc.

Carlo R. Brazley
Principal

Nationwide Mutual Insurance Company

By: Rosemary Johns

ROSEMARY JOHNS, Attorney-in-Fact



Bond Number 7900369972

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Farmland Mutual Insurance Company, an Iowa corporation
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

ROSEMARY JOHNS

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

Five Thousand Dollars (\$5,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the
11th day of August, 2009.



Gary A. Douglas

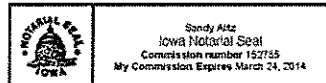
Gary A. Douglas, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company



ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 11th day of August, 2009, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.



Sandy Aitz
Notary Public
My Commission Expires
March 24, 2014

CERTIFICATE

I, Kathy R. Richards, Assistant Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Gary A. Douglas was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seals of said Companies this 6th day
of April, 2011.

Kathy R. Richards
Assistant Secretary

00000916

BDJ



Pawnbroker's License Application

Business Owner Name: Express Pawn, Inc. dba Express Pawn
 Business Owner Address: 11550 I Street, Suite 150 Omaha, NE 68137
 Business Manager Name: Brian Chaney
 Business Manager Address: 19505 Poppleton Cir Omaha, NE 68130
 Business Street Address: 645 S. Locust Grand Island, NE 68801
 Telephone: (308) 646-0878

Location of storage of goods if kept at location other than business location:

N/A

List all criminal convictions (except minor traffic infractions) of owner, manager, or all officers and shareholders (if applicant is a corporation):

Offense	Location of Court	Conviction Date

If additional space is required, continue on back of the application.

Additional Documents Required:

1. All applicants must include bond to the City of Grand Island in the sum of \$5,000 with the application.
2. All corporate applicants must attach a copy of Articles of Incorporation and list of officers/shareholders.

All licenses expire on April 30th of each year. The City of Grand Island requires payment of an occupation tax in the amount of \$100.00 when the license is issued as well as a license fee in the amount of \$100.00.

All licenses are subject to approval and issuance by the City Council. Be sure you are familiar with the City Code and State Statutes pertaining to pawnbrokers.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:
Andrew C Bassett Of HASTINGS, NE

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows: Effective Date: 9/20/2011 12:00:00 AM

Bond Number: W150105461

Bond Amount: Five Thousand Dollars (\$5,000.00)

Principal Name: Wyoming Financial Lenders, Inc. D/B/A Payday Express

Obligee Name: City of Grand Island of Grand Island, NE

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of September, 2011.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary



Gerald C. Leach

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of September, 2011, personally came before me, Gerald C. Leach and Rick A. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Sharon A. Pizur

Notary Public

My Commission Expires: 12/2/2012 12:00:00 AM

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

0405437



Signed and sealed at the City of Brookfield, WI this 20th day of September, 2011

Phyllis M. Johnson

Assistant Secretary

ORSC 22262 (3-06)

ELLERBROCK-NORRIS, INC.



City of Grand Island

Tuesday, April 23, 2013

Council Session

Item G-3

Approving Re-Appointments of Julie Connelly, Karen Bredthauer, and Scott Ericksen to the Interjurisdictional Planning Commission

The Mayor has submitted the re-appointments of Julie Connelly, Scott Ericksen, and Karen Bredthauer to the Interjurisdictional Planning Commission. These appointments would become effective May 23, 2013 upon approval by the City Council and would expire on May 24, 2014.

Staff Contact: Mayor Jay Vavricek



City of Grand Island

Tuesday, April 23, 2013

Council Session

Item G-4

**#2013-109 - Approving Final Plat and Subdivision Agreement for
Rainbow Sixth Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: April 23, 2013

Subject: Rainbow Lake Sixth Subdivision - Final Plat

Item #'s: G-4

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

Background

This property is located south of Rainbow Road, and east of Blaine St., in the City of Grand Island, in Hall County, Nebraska. Consisting of (25 Lots) and 19.775 acres.

Discussion

The revised plat for Rainbow Lake Sixth Subdivision Final Plat was considered by the Regional Planning Commission at the April 3, 2013 meeting.

A motion was made by Bredthauer to approve the plat as presented and seconded by Amick.

A roll call vote was taken and the motion passed with 10 members present and 10 voting in favor (Amick, O'Neill, Ruge, Hayes, Reynolds, Connelly, Eriksen, Haskins, and Snodgrass) and no one voting against.

Alternatives

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

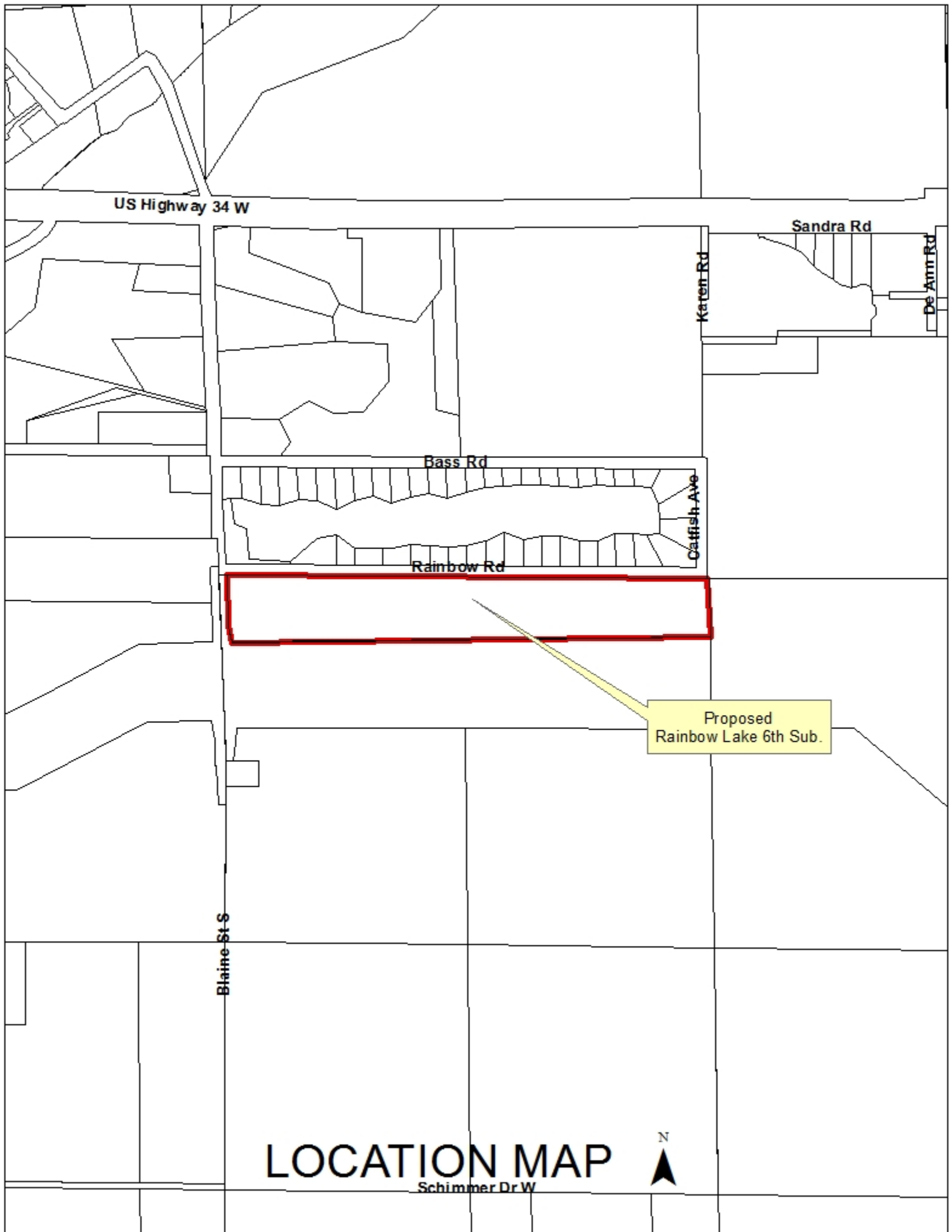
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve as recommended.



SSB Development LLC
William R. Holloway, Managing Member
Developer/Owner
3612 Catfish Ave
Grand Island NE 68801

To create 25 lots located south of Rainbow Road and east of Blaine St., in the City of Grand Island, in Hall County, Nebraska.

Size: 19.775 acres

Zoning: LLR – Large Lot Residential Zone

Road Access: City Roads

Water Public: City water will be available as extension will be required with this subdivision

Sewer Public: City sewer is available.



March 20, 2013

Dear Members of the Board:

RE: Final Plat – Rainbow Lake Sixth Subdivision – Final Plat

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

This final plat proposes to create 25 lots, on a tract of land comprising a part of the South Half of the South Half of the Northwest Quarter (S1/2 S1/2 NW1/4), of Section Thirty Three, Township Eleven (11) North, Range Nine (9) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska, and said tract containing 19.775 acres.

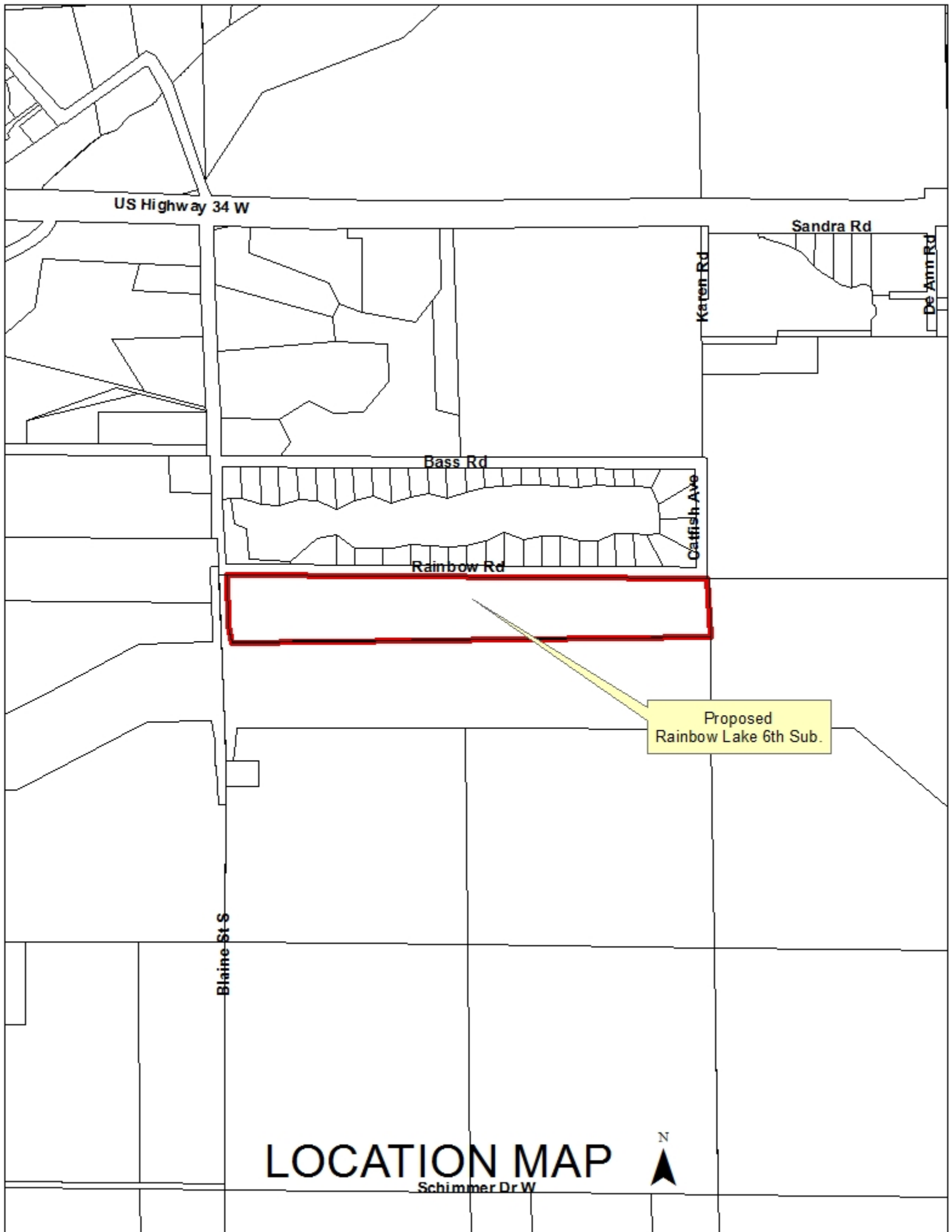
You are hereby notified that the Regional Planning Commission will consider this final plat at the next meeting that will be held at 6:00 p.m. on April 3, 2013 in the Council Chambers located in Grand Island's City Hall.

Sincerely,

Chad Nabity, AICP
Planning Director

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

This letter was sent to the following School Districts 1R, 2, 3, 8, 12, 19, 82, 83, 100, 126.



RESOLUTION 2013-109

WHEREAS, SSB Development, LLC, a Nebraska Limited Liability Company, being the owner of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "RAINBOW LAKE SIXTH SUBDIVISION", to be laid out into 25 lots, on a tract of land comprising a part of the South Half of the South Half of the Northwest Quarter (S1/2 S1/2 NW1/4) of Section Thirty Three (33), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., in the City of Grand Island, Hall County Nebraska, and has caused a plat thereof to be acknowledged by it; and

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 23, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 19, 2013	☐ City Attorney



City of Grand Island

Tuesday, April 23, 2013

Council Session

Item G-5

#2013-110 - Approving the Change of Name for a Private Street

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: April 23, 2013

Subject: Changing the name of Riley Circle to Bentley Circle

Item #'s: G-5

Presenter(s): Chad Nabity, AICP

Background

Hornady Second Subdivision located north of Stolley Park Road and west of Arthur Street was approved by the Grand Island City Council in 2012. The developer JEH Holdings LLC has contacted the Planning Department about changing the name of Riley Circle as platted with Hornady Second Subdivision to Bentley Circle.

Discussion

Riley Circle is a private street approved by the Grand Island City Council with the development plan for Hornady Second Subdivision. There are currently no houses on the property so there are no impacts to changing the name. There is not currently a Bentley Circle or Bentley Street in Grand Island. If the developers had platted this as Bentley Circle it would have been approved with the Plat.

This resolution will recognize the name change and authorize the City Clerk to file the resolution against the plat so that there is a formal record on the property of the street name change.

Alternatives

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

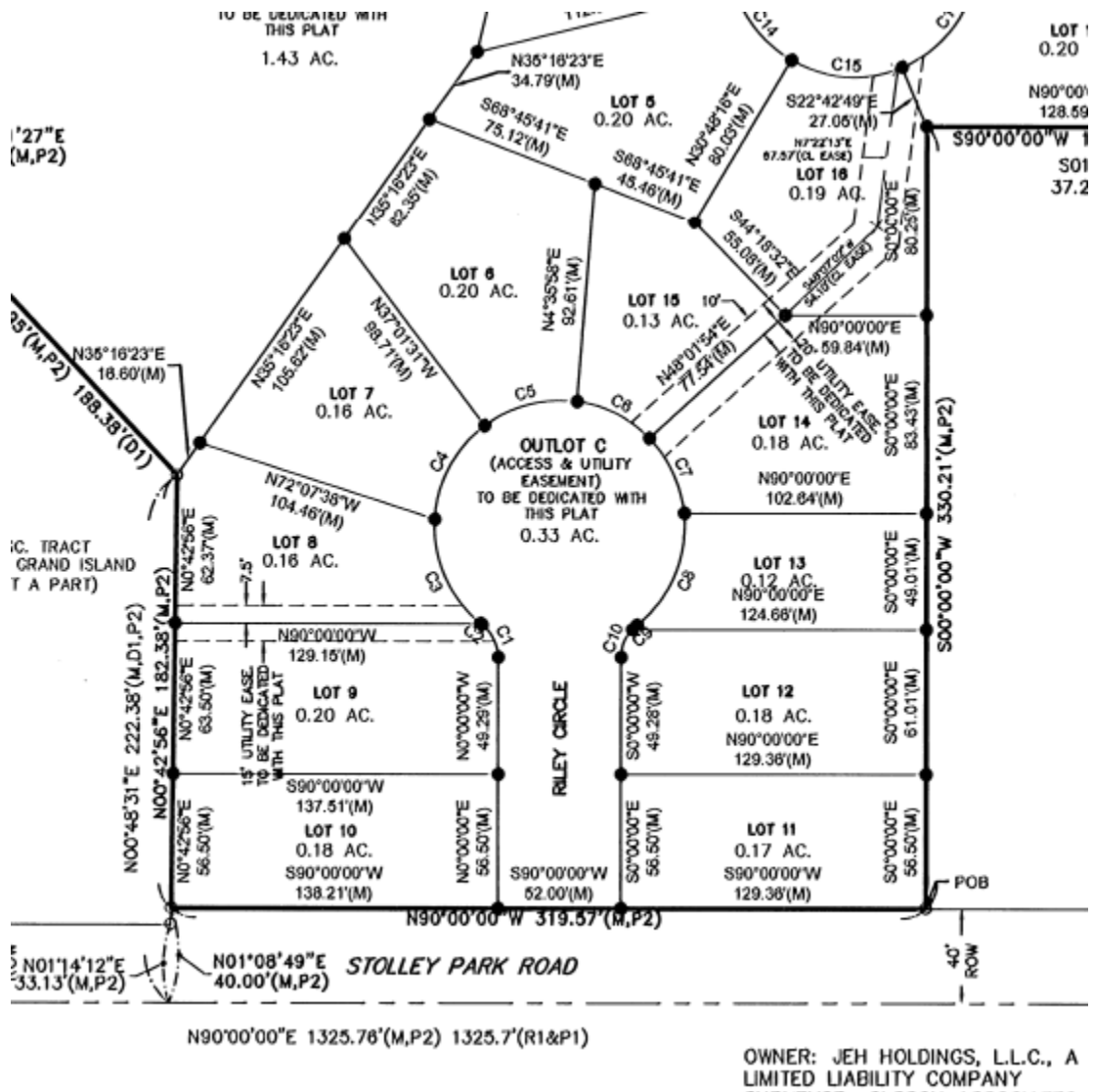
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the resolution to change the name of Riley Circle to Bentley Circle.

Sample Motion

Move to approve the resolution as submitted.



RESOLUTION 2013-110

A RESOLUTION TO CHANGE THE NAME OF RILEY CIRCLE IN HORNADY SECOND SUBDIVISION TO BENTLEY CIRCLE AND AUTHORIZE THE CITY CLERK TO FILE AN AFFIDAVIT NOTIFYING THE PUBLIC OF SUCH CHANGE WITH THE PLAT FOR HORNADY SECOND SUBDIVISION AT THE HALL COUNTY REGISTER OF DEEDS OFFICE.

WHEREAS, The Grand Island City Council approved and authorized the Mayor to sign the Subdivision Plat for Hornady Second Subdivision at their meeting on October 9, 2012; and

WHEREAS, on March 29, 2013, Ellen Hornady, representing JEH Holdings, LLC contacted the City and requested that Riley Circle be changed to Bentley Circle; and

WHEREAS, no addresses have been issued at this time on Riley Circle, and

WHEREAS, no other Bentley Circle is within the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, THAT RILEY CIRCLE SHALL HENCEFORTH BE KNOWN AS AND REFERRED TO AS BENTLEY CIRCLE AND THE CITY CLERK SHALL BE AUTHORIZED TO FILE THIS RESOLUTION AS A AFFIDAVIT TO THE PLAT FOR HORNADY SECOND SUBDIVISION GIVING NOTICE TO THIS CHANGE.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 23, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 19, 2013	☐ City Attorney



City of Grand Island

Tuesday, April 23, 2013

Council Session

Item G-6

#2013-111 - Approving Acquisition of Utility Easement - 1140 S. Lincoln Street - Goodwill Industries

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

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2013-111

WHEREAS, a public utility easement is required by the City of Grand Island, from Goodwill Industries, Inc., to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on April 23, 2013, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

TRACT 1

The southerly ten (10.0) feet of the westerly one hundred thirty (130.0) feet of Lot Two (2) Chief Fab Second Subdivision.

TRACT 2

A twenty (20.0) foot wide tract of land, the centerline being more particularly described as follows: Commencing at the southwest corner of Lot Two (2) Chief Fab Second Subdivision; thence northerly along the westerly line of said Lot Two (2), a distance of two hundred fifty five (255.0) feet to the ACTUAL Point of Beginning; thence deflecting right 82°51'18" and running easterly a distance of seventy seven (77.0) feet to the point of termination. The side lines of the above described tract shall be prolonged or shortened as required to terminate on the boundary of Grantor's property.

The above-described easement tracks and right-of-ways containing a combined total of 0.066 acres, more or less, as shown on the plat dated 3/22/2013, marked Exhibit "A" attached hereto and incorporated herein by reference.

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

- - -

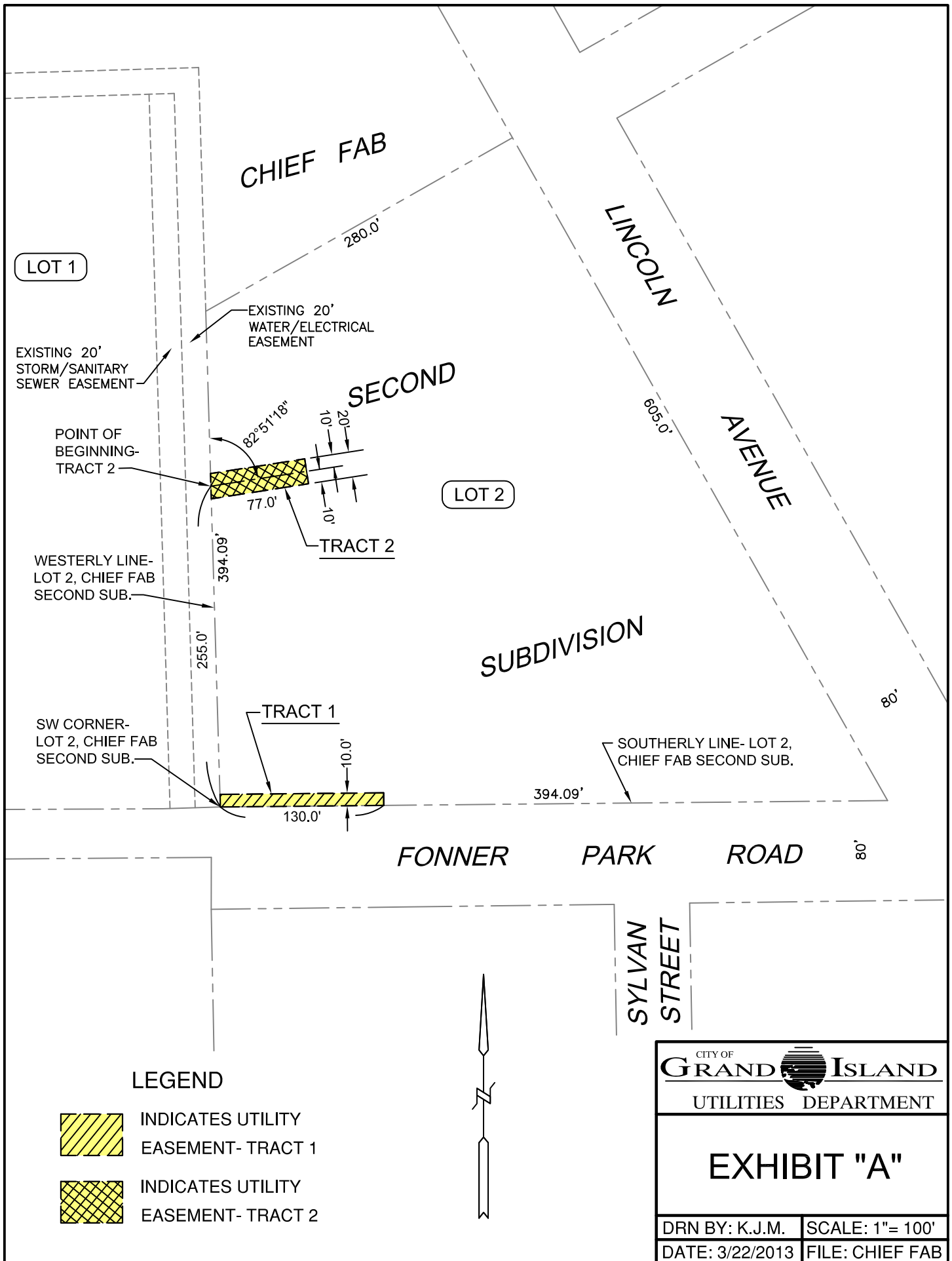
Adopted by the City Council of the City of Grand Island, Nebraska, April 23, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 19, 2013	☐ City Attorney





City of Grand Island

Tuesday, April 23, 2013

Council Session

Item G-7

#2013-112 - Approving Acquisition of Utility Easement - 1/4 Mile South of Stolley Park Road and 1/4 Mile West of Gunbarrel Road - Rainy Day Farm Enterprises Preferred, LLC

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

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2013-112

WHEREAS, a public utility easement is required by the City of Grand Island, from Rainy Day Farm Enterprises Preferred, L.L.C., to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on April 23, 2013, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

Commencing at the Southeast corner of the South Half of the Northeast Quarter (S1/2, NE1/4) of Section Twenty Five (25), Township Eleven (11) North, Range Nine (9) West; thence westerly along the southerly line of said South Half of the Northeast Quarter (S1/2, NE1/4), a distance of one thousand two hundred eighty nine and forty four hundredths (1,289.44) feet to the ACTUAL Point of Beginning; thence deflecting right 91°54'48" and running in a northerly direction, a distance of one thousand three hundred twenty two and fifty five hundredths (1,322.55) feet to a point on the northerly line of said South Half of the Northeast Quarter (S1/2, NE1/4). The side lines of the above described tract shall be prolonged or shortened as required to terminate on the boundary of Grantor's property.

The above-described easement and right-of-way containing 0.60 acres, more or less, as shown on the plat dated 4/8/2013, marked Exhibit "A" attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Rainy Day Farm Enterprises Preferred, L.L.C., on the above-described tract of land.

- - -

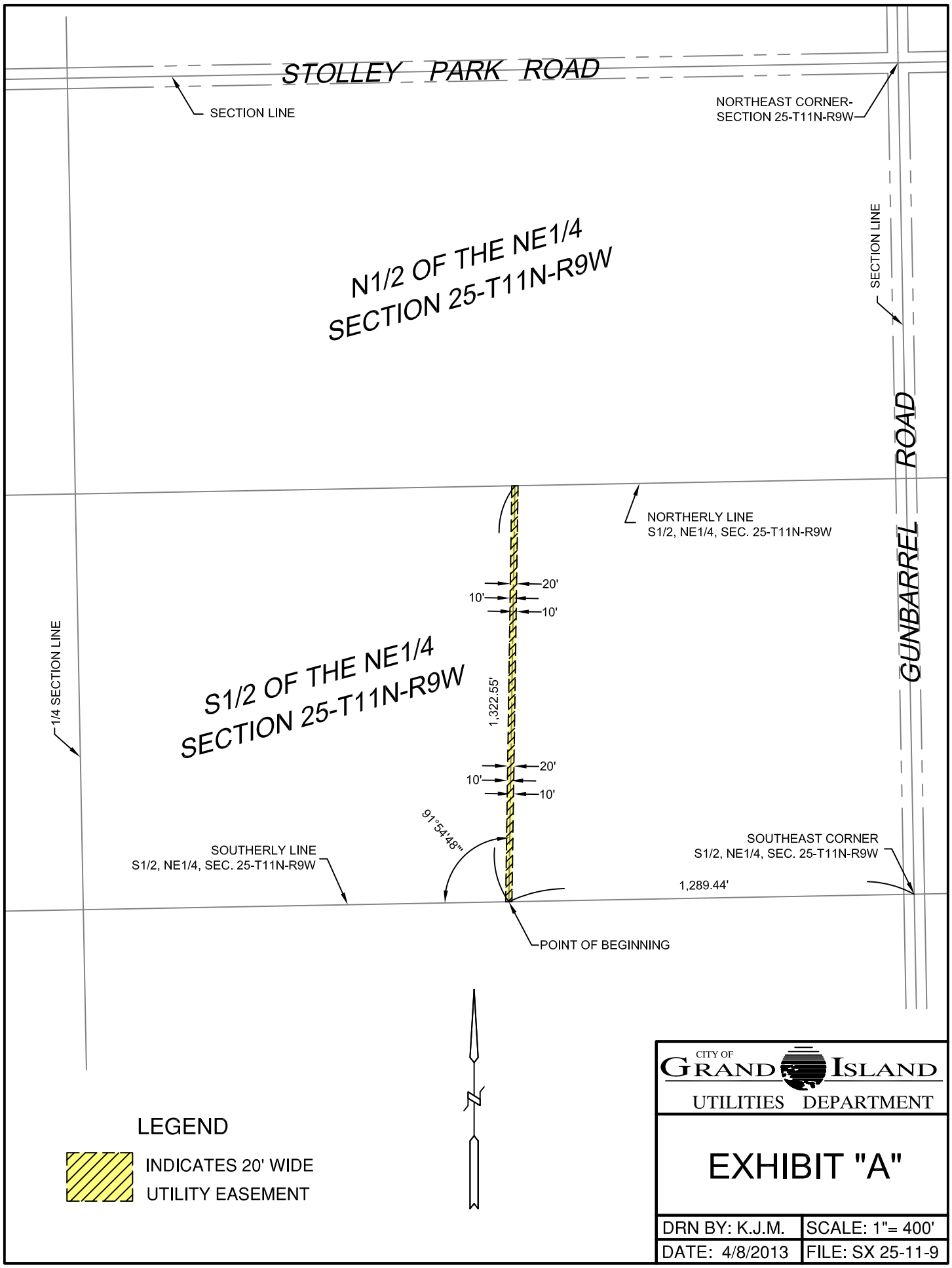
Adopted by the City Council of the City of Grand Island, Nebraska, April 23, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	□
April 19, 2013	□ City Attorney





City of Grand Island

Tuesday, April 23, 2013

Council Session

Item G-8

#2013-113 - Approving Acquisition of Utility Easement - Between Phoenix & Oklahoma Avenues & Locust & Eddy Streets along the Hike & Bike Trail - Fuller

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

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2013-113

WHEREAS, a public utility easement is required by the City of Grand Island, from Steve L. and Barbara J. Fuller, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on April 23, 2013, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

Beginning at the Northwest corner of Lot Five (5), Block One (1), H. Bremer's Subdivision in the City of Grand Island, Hall County, Nebraska; thence on an assumed bearing of N29°18'23"W and running along the easterly right-of-way line of Eddy Street, a distance of eight and forty eight hundredths (8.48) feet; thence northeasterly along the arc of a curve being the southerly right-of-way line of the John Brownell Trail, an arc distance of seventy eight and thirty two hundredths (78.32) feet; thence N60°41'37"E, a distance of one hundred ninety two and thirty one hundredths (192.31) feet; thence N49°05'08"E, a distance of one hundred four and ninety eight hundredths (104.98) feet; thence N0°58'13"W, a distance of one hundred thirty and forty four hundredths (130.44) feet to a point on the northerly line of Lot One (1), Block One (1), First Artistic Homes Addition in the City of Grand Island, Hall County, Nebraska; thence N60°30'06"E, along the northerly line of said Lot One (1), Block One (1), a distance of twenty two and seventy six hundredths (22.76) feet; thence S0°58'13"E, a distance of one hundred fifty and sixty five hundredths (150.65) feet; thence S49°05'08"W, a distance of one hundred sixteen and thirty five hundredths (116.35) feet to a point on the northerly line of Lot Two (2), Block One (1) said First Artistic Homes Addition; thence S60°41'37"W, along the northerly line of said Lot Two (2), Block One (1) and Partial Lot Three (3), Block One (1) said First Artistic Homes Addition and the northerly line of Lot One (1), Lot Two (2), Lot Three (3), Lot Four (4), and Lot Five (5), all of Block One (1), said H. Bremer's Subdivision, a distance of two hundred seventy one and seventy nine (271.79) feet to the northwest corner of said Lot Five (5), Block One (1), being the said Point of Beginning.

The above-described easement and right-of-way containing 0.23 acres, more or less, as shown on the plat dated 4/10/2013, marked Exhibit "A" attached hereto and incorporated herein by reference.

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

- - -

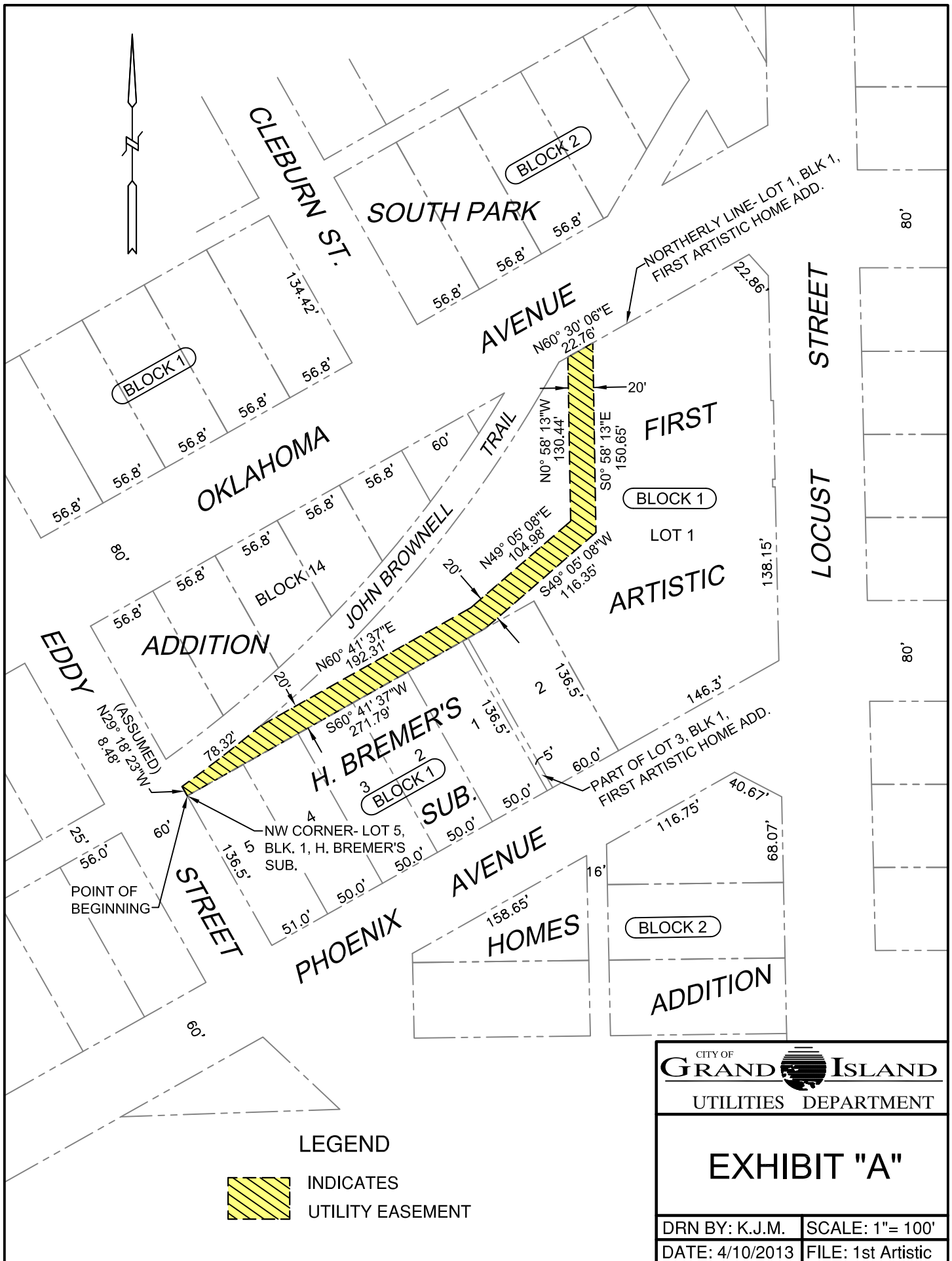
Approved as to Form	<input type="checkbox"/>
April 19, 2013	<input type="checkbox"/> City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, April 23, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



LEGEND



INDICATES
UTILITY EASEMENT

CITY OF GRAND ISLAND	
UTILITIES DEPARTMENT	
EXHIBIT "A"	
DRN BY: K.J.M.	SCALE: 1"= 100'
DATE: 4/10/2013	FILE: 1st Artistic



City of Grand Island

Tuesday, April 23, 2013

Council Session

Item G-9

**#2013-114 - Approving Recommendation for Acceptance of
Electric System Consulting Engineer**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: April 23, 2013

Subject: Recommendation for Acceptance of Electric System
Consulting Engineer

Item #'s: G-9

Presenter(s): Timothy Luchsinger, Utilities Director

Background

As part of electric system bond covenants, the City of Grand Island is required by revenue bond provisions to retain a consulting engineer or engineering firm on a continuous basis for the purpose of providing engineering counsel in its operations of the properties of the Electric System. As a part of such service, the consulting engineer shall prepare biannually a report or survey with respect to the electric system; the management of the business thereof; the operation and maintenance of the properties thereof, and compliance by the City with the covenants contained in the revenue bond ordinance. This is to ensure that the electric system is being operated in a business manner in respect to its operations and financial condition.

Lutz, Daily, & Brain, of Kansas City, has served as the City's Consulting Engineer since 1953, however, Utilities Department management elected to survey the current market of service suppliers and solicit proposals to ensure that the interests of the City and its bondholders are being maintained in the highest manner. The intent of the Request for Proposal was to retain the services of the consulting engineer for a five year period, including preparation of the Biannual Report and other management services that may be required.

Discussion

The RFP for Electric System Consulting Engineer was drafted by utilities staff and advertised in accordance with City procurement procedures. Proposals were received from the following firms:

Company	Location
Black & Veatch	Overland Park, Kansas
Burns & McDonnell	Kansas City, Missouri
HDR	Omaha, Nebraska
Lutz, Daily & Brain	Overland Park, Kansas
Olsson's & Associates	Lincoln, Nebraska

The proposals were reviewed by senior department management staff and evaluated by the following factors and weighting.

1. Proposal Responsiveness (x 1)
2. Company Experience (x 2)
3. Personnel Experience (x 2)
4. Commercial Terms (x 1)
5. Engineering Fees (x 1)

All companies are nationally recognized consulting firms performing engineering services for municipal electric systems. Based on the scoring from the evaluation team, the Utilities Department recommends that Burns & McDonnell be awarded the Electric System Consulting Engineer services, including preparation of the 2013 Biannual Report, for a not-to-exceed amount of \$24,000.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award Burns & McDonnell of Kansas City, Missouri, the Electric System Consulting Engineer Services, including preparation of the 2013 Biannual Report, for a not-to-exceed amount of \$24,000.

Sample Motion

Move to award Burns & McDonnell the Electric System Consulting Engineer Services, including preparation of the 2013 Biannual Report for a not-to-exceed amount of \$24,000.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
ELECTRIC SYSTEM CONSULTING ENGINEERING SERVICES**

RFP DUE DATE: March 28, 2013 at 4:15 p.m.

DEPARTMENT: Utilities

PUBLICATION DATE: March 8, 2013

NO. POTENTIAL BIDDERS: 7

SUMMARY OF PROPOSALS RECEIVED

Olsson Associates
Lincoln, NE

Black & Veatch
Overland Park, KS

Lutz, Daily, & Brain, Inc.
Overland Park, KS

HDR
Omaha, NE

Burns & McDonnell
Kansas City, MO

cc: Tim Luchsinger, Utilities Director
Mary Lou Brown, City Administrator
Stacy Nonhof, Purchasing Agent

Bob Smith, Assist. Utilities Director
Jaye Monter, Interim Finance Director
Pat Gericke, Utilities Admin. Assist.

P1627

RESOLUTION 2013-114

WHEREAS, as part of electric system bond covenants, the City is required by revenue bond provisions to retain a consulting engineer or engineering firm on a continuous basis for the purpose of providing to the City engineering counsel in its operations of the properties of the Electric System; and

WHEREAS, as a part of this service, the consulting engineer shall prepare biannually a report with respect to the Electric System to ensure that the electric system is being operated in a business manner in respect to its operations and financial condition; and

WHEREAS, a Request for Proposals for Electric System Consulting Engineer was prepared to ensure that the interests of the City and its bondholders are being maintained in the highest manner, and

WHEREAS, five proposals were received by the March 28, 2013 deadline; and

WHEREAS, based on the scoring from the Utilities Department evaluation team, Burns & McDonnell of Kansas City, Missouri has been selected to be awarded the Electric System Consulting Engineer for a five year period, including preparation of the 2013 Biannual Report for a not-to-exceed amount of \$24,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the firm of Burns & McDonnell of Kansas City, Missouri, is selected to be the Consulting Engineer for Electric Utilities Department according to the Electric System revenue bond covenants.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 23, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 19, 2013	☐ City Attorney



City of Grand Island

Tuesday, April 23, 2013

Council Session

Item G-10

**#2013-115 - Approving Execution of Dodd-Frank Act
Representations and Reporting Amending Agreement Relative to
the Tenaska Power Marketing Agreement**

Staff Contact: Tim Luchsinger, Robert Sivick

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Robert Sivick, City Attorney

Meeting: April 23, 2013

Subject: Approving the Execution of Dodd-Frank Act
Representations and Reporting Amending the Agreement
Relative to Tenaska Power Marketing Agreement

Item #'s: G-10

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Prior to 2009, Nebraska utilities conducted power purchases and sales with each other via bilateral transactions. Bilateral transactions are simply two utilities agreeing on a quantity and price. In 2009, all large Nebraska utilities including Nebraska Public Power District, Omaha Public Power District and Lincoln Electric Systems officially joined Southwest Power Pool (SPP). SPP is a Regional Transmission Operator that, among other things, provides a real-time energy market that allows participants to buy and sell power directly into the market and avoid the interaction with multiple companies that come with bilateral transactions. Bilateral transactions still continue and this is the only way that Grand Island currently buys and sells power with other companies.

In 2014, SPP plans to deploy a new market called the Integrated Market. This market increases in complexity and requires utilities to provide next day forecasting and pricing information in an effort to utilize the lowest cost energy for load. It will also have a real-time energy market for correcting imbalances from the day-ahead market. With the onset of the integrated market, bilateral transactions will most likely be phased out entirely, and SPP will serve Grand Island's load requirements and dispatch its generating units as required to provide for the system's demand.

Discussion

Several options were explored on how Grand Island may participate in the upcoming Integrated Market. Due to a need of necessary and qualified staff, it was determined that the best way for Grand Island to participate was via a third party. On May 22, 2012,

Council approved an agreement with Tenaska, from Dallas, Texas, to conduct transactions with SPP on behalf of Grand Island.

Within the agreement, Tenaska receives financial incentives for power sold from Grand Island or lower cost power purchased for Grand Island's load. This will provide incentive for Tenaska to transact as much as possible on behalf of Grand Island. Tenaska will help Grand Island position itself and provide the needed expertise to guide Grand Island's decisions regarding pricing and participation in the power markets.

Because certain transactions with Tenaska could be considered a swap under the Dodd-Frank Wall Street Reform and Consumer Protection Act, the City is required to obtain a Commodity Futures Trading Commission Interim Compliant Identifier (CICI), which will be used by Tenaska for their reporting requirements. The Act also requires that the attached Dodd-Frank Act Representations and Reporting Amending Agreement be executed in order for Tenaska to continue to conduct transactions for the City. Department and Legal staff have reviewed this document and recommend its execution by the City.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve execution of the attached Dodd-Frank Act Representations and Reporting Amending Agreement with Tenaska.

Sample Motion

Move to approve execution of the attached Dodd-Frank Act Representations and Reporting Amending Agreement with Tenaska.



DODD-FRANK ACT REPRESENTATIONS AND REPORTING AMENDING AGREEMENT

This Dodd-Frank Act Representations and Reporting Amending Agreement (this “Agreement”) is made as of April __, 2013, by and between Tenaska Power Services Co. (“Party A”) and _____ (“Party B”) with respect to Swap Transactions (as defined below) entered into under any oral or written agreement between the parties that governs the terms and conditions of one or more Swap Transactions that each such party has or may enter into as principal (each a “Covered Agreement” and collectively with every additional contract or agreement the parties may from time to time hereinafter agree in writing to make subject hereto, the “Covered Agreements”), and amends each Covered Agreement to the extent provided herein.

WHEREAS, CFTC Regulation 45.8(d)(2) provides in pertinent part that “the counterparties shall agree as one term of their swap which counterparty shall be the reporting counterparty”;

In consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

Article 1:

Amendment of each Covered Agreement

1.1 The parties hereby amend each Covered Agreement as set forth herein. In the event of any inconsistency between the provisions of this Agreement and a Covered Agreement, this Agreement shall prevail for the purpose of the relevant Swap Transaction. In the event of any inconsistency between the provisions of any confirmation entered into after the date hereof and this Agreement, such confirmation shall prevail for the purpose of the relevant Swap Transaction.

Article 2:

Definitions; Rules of Construction

2.1 Capitalized terms used in this Agreement and not otherwise defined herein are defined below.

“*CFTC*” means the U.S. Commodity Futures Trading Commission.

“*CFTC Regulations*” means the rules, regulations, orders, supplementary information, guidance, questions and answers, staff letters and interpretations published or issued by the CFTC, in each

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applicable case as amended, and when used herein may also include specific citations to Titles, Parts or Sections of Title 17 of the Code of Federal Regulations without otherwise limiting the applicability of other rules, regulations, orders, supplementary information, guidance, questions and answers, staff letters and interpretations.

“*Commodity Exchange Act*” means the U.S. Commodity Exchange Act, as amended, 7 USC Section 1, *et seq.*

“*Commodity Option*” means a “commodity option” within the meaning of CFTC Regulations.

“*Eligible Contract Participant*” is defined in Section 1a(18) in the Commodity Exchange Act.

“*Historical Swap*” means a “pre-enactment swap” within the meaning of CFTC Regulation 46.1 or a “transition swap” within the meaning of CFTC Regulation 46.1, in either case entered into under a Covered Agreement.

“*Notice Procedures*” means (i) the procedure specified in a Covered Agreement regarding delivery of notices or information to a party; and (ii) such other means for the delivery of notices or information to a party as may be agreed in writing between the parties from time to time.

“*Reporting Counterparty*” means the party designated as such for those categories of Swaps so identified in Exhibit A, or as otherwise agreed to by the parties in a Swap Transaction.

“*Reportable Event*” means any event that results in a Swap under a Covered Agreement or in a change to the primary economic terms of such a Swap, including execution, termination, assignment, novation, exchange, transfer, amendment, conveyance, or extinguishing of rights or obligations of a Swap.

“*SDR*” means a registered “swap data repository” as defined in Section 1a(48) of the Commodity Exchange Act and CFTC Regulations.

“*Swap*” means a “swap” as defined in the Section 1a(47) of the Commodity Exchange Act and CFTC Regulations.

“*Swap Transaction*” means a transaction between the parties under a Covered Agreement involving a Swap.

“*Trade Option*” means a Commodity Option between the parties under a Covered Agreement that meets the conditions contained in CFTC Regulation 32.3(a).

2.2 As used in this Agreement, (i) “or” is not necessarily exclusive; (ii) “hereof,” “herein,” “hereunder,” and similar words refer to this Agreement in its entirety; (iii) “Articles,” “Sections” and “Exhibits” refer to Articles, Sections and Exhibits hereof unless otherwise stated or indicated; (iv) “including” is not limiting and means “including without limitation”; (v) all references to a particular entity include a reference to such entity’s successors and (if applicable) permitted assigns; and (vi) all references to a Covered Agreement or any other agreement include such Covered Agreement or other agreement as amended.

Article 3: **Representations**

3.1 Each party represents to the other as of the date hereof that:

- (a) it is duly organized or incorporated and in good standing under the laws of the jurisdiction of its organization or incorporation;
- (b) it has all requisite power and authority and, if applicable, third party and regulator consents, necessary to execute and perform this Agreement; and
- (c) the information concerning it set forth on Exhibit A is true, correct and complete.

3.2 Without limiting the representations of the parties to each other under the applicable Covered Agreement, but amending such representations to the extent inconsistent herewith, each party represents to the other as of the date hereof, and as of the time of each Reportable Event, unless otherwise stated on Exhibit A or in a subsequent notice delivered to the other party, that it is, and any guarantor, credit support provider or pledgor of assets in support of its obligations are each, an Eligible Contract Participant.

3.3 No event of default, termination event, grounds to vitiate, rescind, cancel or otherwise terminate a Swap, or other similar event shall be deemed to occur under a Covered Agreement or any other contract between the parties solely on the basis of a breach of any covenant or agreement set forth solely in Section 3.4 or Article 4 of this Agreement; provided, however, that nothing in this Section 3.3 shall prejudice any other right or remedy of a party at law or under such Covered Agreement or any other contract in respect of any misrepresentation or breach hereunder or thereunder. This Section 3.3 shall not limit or alter a party's termination rights or remedies, if any, applicable to a breach of any representation, warranty, covenant, or agreement that is not set forth solely in Section 3.4 or Article 4. Any provisions in a Covered Agreement that limit the liability of one party to the other party are not amended or affected by this Agreement.

3.4 Each party will promptly notify the other party, before any Reportable Event in accordance with the Notice Procedures, if any representation made by such party in Exhibit A or this Agreement becomes incorrect or misleading in any material respect, and will update such representation in accordance with the Notice Procedures.

Article 4: **Reporting**

4.1 The parties hereby agree as one term of each Swap Transaction that the Reporting Counterparty designated in Exhibit A for such Swap Transaction shall be the reporting counterparty. For each Reportable Event, the Reporting Counterparty designated in Exhibit A will report to an SDR everything that is required to be reported by the "reporting counterparty" or "reporting party" under CFTC Regulations 43.3(a), 45.8, and 46.5, and to the extent CFTC Regulations provide that the party other than the Reporting Counterparty is to be the "reporting counterparty" or "reporting party," the Reporting Counterparty is appointed as its "third party service provider" under CFTC Regulations 45.9 and 46.6.

4.2 With respect to Swap Transactions that are Trade Options, each party will report everything that is required to be reported by it under CFTC Regulation Part 32.

4.3 The Reporting Counterparty will provide to an SDR, or if no SDR is available to receive the information of the Reporting Counterparty, to the CFTC, everything that is required to be provided under CFTC Regulation 50.50(b) regarding the election (if any) of the exception to the clearing requirement under Section 2(h)(7)(A) of the Commodity Exchange Act. If a party elects the exception to the clearing requirement under Section 2(h)(7)(A) of the Commodity Exchange Act, it represents as

of the date of each Swap Transaction for which such election is made that it has provided the annual filing described in CFTC Regulation 50.50(b)(2) less than one year before the date of such Swap Transaction and the information therein remains true, correct and complete. Upon request, a party electing the end-user exception for any Swap Transaction will provide the other party with a copy of its current annual filing described in CFTC Regulation 50.50(b)(2).

4.4 Each party will provide to the other party any information reasonably requested by such other party to enable such other party to comply with CFTC Regulations in connection with any Swap Transaction.

4.5 The party that is not the Reporting Counterparty with respect to a Swap Transaction will promptly notify the Reporting Counterparty of the occurrence of a “life cycle event” (as defined in CFTC Regulation 45.1) in respect of such Swap Transaction, that is related to a corporate event (the meaning of “corporate event” as used in CFTC Regulation 45.1 to be reasonably determined by such party that is not the Reporting Counterparty unless and until the CFTC issues a specific definition of such term) in respect of the non-Reporting Counterparty, no later than noon Central U.S. Time on the applicable “business day” (as that term is defined in CFTC Regulation 45.1) with sufficient detail regarding such life cycle event to allow the Reporting Counterparty to comply with CFTC Regulation 45.4(c), provided, however that nothing herein requires a party to provide material non-public information respecting its securities to the Reporting Counterparty.

4.6 The parties shall seek to agree at the time a transaction is executed whether the transaction is a Swap, a Trade Option or a contract excluded from the defined term “Swap” or otherwise exempt from reporting. If the parties fail to so agree, the Reporting Counterparty shall determine and advise the other party prior to or concurrently with the execution of such transaction that it will report the transaction as a Swap Transaction or a Trade Option; provided however, a determination made solely by the Reporting Counterparty shall not preclude the other party from making its own determination, and shall not constitute an agreement by the parties, as to whether the transaction is a Swap, a Trade Option, or a contract excluded from the defined term “Swap” or otherwise exempt from reporting.

4.7 Notwithstanding any restrictions on disclosure to the contrary in any Covered Agreement or in any non-disclosure, confidentiality or similar agreement between the parties, each party consents to the disclosure of information only to the extent required by CFTC Regulations and only to the persons or entities contemplated by those CFTC Regulations.

Article 5: **Trade Options**

5.1 As of the time of each offer to enter into a Swap Transaction that is or may be a Commodity Option, and each Reportable Event in respect of such Swap Transaction, each party represents to the other, for each Commodity Option that by its terms can be exercised for physical settlement or that the parties have agreed pursuant to Section 4.6 hereof is a Trade Option, that it (i) is a producer, processor, or commercial user of, or a merchant handling the commodity that is the subject of the Commodity Option or the products or by-products thereof; (ii) is entering into the Commodity Option solely for purposes related to its business as such; and (iii) intends to physically settle the Commodity Option, so that if exercised, the Commodity Option will result in the sale of an “exempt commodity” (as defined in Section 1a(20) of the Commodity Exchange Act) or an “agricultural commodity” (as defined in CFTC Regulation 1.3(zz)) for immediate or deferred shipment or delivery.

Article 6:
Miscellaneous

6.1 This Agreement (i) is governed by the law specified to govern the applicable Covered Agreement for the applicable Swap Transaction; (ii) may be executed and delivered in counterparts (including by facsimile transmission or PDF files), all of which taken together shall constitute one and the same instrument; and (iii) does not create a partnership or joint venture between the parties.

6.2 Each party, upon the reasonable request of the other, will perform such further acts and execute such further documents as may be necessary to carry out the essential intent and purpose hereof.

6.3 Any part hereof that is or becomes invalid, illegal, or unenforceable may be severed from the remainder hereof, and to the extent possible, the parties will use reasonable efforts to replace any such part with provisions that preserve their original intent.

6.4 This Agreement does not create any third-party beneficiaries that are in addition to those provided under a Covered Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PARTY A

Tenaska Power Services Co.

By: _____
Name: Kevin R. Smith
Title: President

PARTY B

By: _____
Name: _____
Title: _____

EXHIBIT A

Party A: Tenaska Power Services Co. CICI/Legal Entity Identifier: 549300K7NFSB93YGBN35	Party B: CICI/Legal Entity Identifier:
Principal Address: 1701 E. Lamar Blvd. Arlington, TX 76006 Phone: (817) 462-1521 Fax: (817) 303-1867 Email: TPScontractadmins@tnsk.com	Principal Address: Phone: Fax: Email:
Guarantor, if applicable: Tenaska Energy, Inc. Address: 1044 N. 115 th Street, Suite 400 Omaha, NE 68154 Phone: (401) 758-6142 Fax: (402) 758-6290 Email: msoulliere@tenaska.com	Guarantor, if applicable: Address: Phone: Fax: Email:
Reporting Counterparty: (select only one)	
<input checked="" type="checkbox"/> Party A	<input type="checkbox"/> Party B
<input type="checkbox"/> Other [specify]	
Swap Data Repository(ies) selected by the Reporting Counterparty(ies):	
SDR if Party A is a/the Reporting Counterparty: ICE or DTCC SDR if Party B is a/the Reporting Counterparty:	
Reportable Events to be reported by Reporting Counterparty:	
<input checked="" type="checkbox"/> Historical Swaps entered into prior to the date hereof <input checked="" type="checkbox"/> Reportable Events on or after the date hereof including in respect of Historical Swaps <input type="checkbox"/> Reportable Events on or after the date hereof excluding in respect of Historical Swaps <input checked="" type="checkbox"/> Historical Swaps as used in this election excludes cleared Historical Swaps	
Swap Dealer within the meaning of Section 1a(49) of the Commodity Exchange Act and CFTC Regulations:	
Party A: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Party B: <input type="checkbox"/> Yes <input type="checkbox"/> No
Major Swap Participant within the meaning of Section 1a(33) of the Commodity Exchange Act and CFTC Regulations:	
Party A: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Party B: <input type="checkbox"/> Yes <input type="checkbox"/> No
Eligible Contract Participant:	
Party A: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Party B: <input type="checkbox"/> Yes <input type="checkbox"/> No
U.S. person within the meaning of CFTC Regulations:	
Party A: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Party B: <input type="checkbox"/> Yes <input type="checkbox"/> No

Financial Entity within the meaning of CFTC Regulations:	
Party A: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Party B: <input type="checkbox"/> Yes <input type="checkbox"/> No
Special Entity within the meaning of CFTC Regulations:	
Party A: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Yes, check if the following applies: “owns or operates electric or natural gas facilities or electric or natural gas operations (or anticipated facilities or operations), supplies natural gas and/or electric energy to other utility special entities, has public service obligations (or anticipated public service obligations) under Federal, State or local law or regulation to deliver electric energy and/or natural gas service to utility customers, or is a Federal power marketing agency as defined in Section 3 of the Federal Power Act (16 U.S.C. 796(19))”	Party B: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, check if the following applies: “owns or operates electric or natural gas facilities or electric or natural gas operations (or anticipated facilities or operations), supplies natural gas and/or electric energy to other utility special entities, has public service obligations (or anticipated public service obligations) under Federal, State or local law or regulation to deliver electric energy and/or natural gas service to utility customers, or is a Federal power marketing agency as defined in Section 3 of the Federal Power Act (16 U.S.C. 796(19))”

Other information if requested:

Ultimate Parent (legal entity name of the company that owns or controls the counterparty, and that itself has no parent entity): Tenaska Energy, Inc.	Ultimate Parent (legal entity name of the company that owns or controls the counterparty, and that itself has no parent entity):
<input checked="" type="checkbox"/> Check if 100% owned by above entity	<input type="checkbox"/> Check if 100% owned by above entity

RESOLUTION 2013-115

WHEREAS, in 2009, all large Nebraska utilities officially joined the Southwest Power Pool (SPP) that allows participants to buy and sell power directly into the market and avoid interaction with multiple companies; and

WHEREAS, in 2014, SPP plans to deploy a new market called the Integrated Market that increases in complexity and requires utilities to provide next day forecasting and pricing information in an effort to utilize the lowest cost energy for load; and

WHEREAS, it will also have a real time energy market for correcting imbalances from the day-ahead market; and

WHEREAS, it was determined that the best way for Grand Island to participate is through a third party, and on May 22, 2012, Council approved an agreement with Tenaska, from Dallas, Texas, to conduct transactions with SPP on behalf of Grand Island Utilities; and

WHEREAS, because certain transactions with Tenaska could be considered a swap under the Dodd-Frank Wall Street Reform and Consumer Protection Act, the City is required to obtain a Commodity Futures Trading Commission Interim Compliant Identifier (CICI), which will be used by Tenaska for their reporting requirements; and

WHEREAS, the Act also requires that the Dodd-Frank Act Representations and Reporting Amending Agreement be executed in order for Tenaska to continue to conduct transactions for the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Dodd-Frank Act Representations and Reporting Amending Agreement with Tenaska is hereby approved, and that the Mayor is authorized to execute the Agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 23, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 19, 2013	☐ City Attorney



City of Grand Island

Tuesday, April 23, 2013

Council Session

Item G-11

#2013-116 - Approving Agreement for Temporary Construction Easements for the North Interceptor Phase I Project No. 2012-S-6

Staff Contact: John Collins PE, Public Works Director

Council Agenda Memo

From: Terry Brown PE, Manager of Engineering Services

Meeting: April 23, 2013

Subject: Approving Agreement for Temporary Construction Easements for the North Interceptor Phase I Project No. 2012-S-6

Item #'s: G-11

Presenter(s): Terry Brown, Interim Public Works Director

Background

A new north interceptor is planned to replace the existing north interceptor, which will be abandoned. The new 54" north interceptor is to be located north of Swift Road and routed south to the new pumping station. A new junction box will be located in Swift Road to facilitate rehabilitation of the existing 42" line to the existing pumping station, and for connection of a new 54" line from the west. This project is between 7th Street and the Wastewater Treatment Plant.

Phase I – 7th Street to the Wastewater Treatment Plant (WWTP)

- Replacement of both the existing 30" and 36" diameter concrete pipe. The existing pipe between 7th Street and the WWTP will be abandoned;
- Approximately 8,200 feet of 54" diameter interceptor sewer to increase capacity and condition of the sewer;
- Removal and replacement of an existing section of interceptor along Seedling Mile Road between Museum Drive and Villa Mar Dee Avenue;
- A 670 foot service lateral south of Seedling Mile Road to connect to the south end of Villa Mar Dee Avenue;
- Interceptor sewer for one railroad crossing and a Highway 30 crossing

Temporary construction easements are necessary for this project to be completed, which must be approved by City Council.

Discussion

The planned work, as stated in the background will allow for much needed improvements within the north interceptor sanitary sewer line. A temporary construction easement is

needed from 4 property owners in this project area. All documents have been signed and returned by the property owners. Authorization of the documents is contingent upon City Council approval. Following is a summary of the payments, totaling \$8,570.00, for each of the 4 properties.

No.	Property Owner	Legal Description	Easement Payment	Total
1	Ervin L and Sharon L Luth	The W 30' of the E 60' of a tract of land as described in Instrument No. 200703251 of the Register of Deeds Office of Hall County, Nebraska. Said tract contains a calculated area of 8,683 square feet or 0.199 acres more or less.	0.199 acres @ \$2,000.00/acre + Fencing @ \$1,090.00	\$1,490.00
2	Harold Schmader	Commencing at the NE corner of said Lot 2, Schmader 2nd Subdivision; thence S89 44'09"W (assumed bearing) along the N line of said Lot 2 a distance of 821.74 feet to the true point of beginning; thence S01 14'59"E a distance of 30.00 feet; thence N89 44'09"E parallel with and 30.00 feet S of the N line of said Lot 2 a distance of 421.77 feet; thence S27 06'37"E a distance of 174.12 feet to the southeasterly line of said Lot 2, and northwesterly right-of-way line of the Union Pacific Railroad; thence S62 53'23"W along said southeasterly line of said Lot 2 and northwesterly right-of-way line of the Union Pacific Railroad a distance of 30.00 feet; thence N27 06'37"W a distance of 155.68 feet; thence S89 44'09"W parallel with and 60 feet S of the N line of said Lot 2 a distance of 432.82 feet; thence N01 14'59"W a distance of 60 feet to the N line of said Lot 2; thence N89 44'09"E along said N line of Lot 2 a distance of 30.00 feet to the point of beginning. Said tract contains a calculated area of 19,116 square feet or 0.439 acres more or less.	0.439 acres @ \$2,500.00/acre + Fencing @ \$430.00	\$1,530.00
3	Bosselman Carriers, Inc.	The W 30' of the E 85' of Lot 5, Bosselman Brothers Subdivision in the City of Grand Island, Hall County, Nebraska, except the N 16' and the S 30' thereof. Said tract contains a calculated area of 11,685 square feet or 0.268 acres more or less.	0.268 acres @ \$56,627/acre	\$3,035.00

4	Wilbeth, Inc.	Commencing at the SE corner of said Lot 4, Bosselman Brothers Subdivision; thence S63 19'58"W (assumed bearing) along the S line of said Lot 4 and N line of US Highway No. 30 a distance of 55.79 feet to the true point of beginning; thence continuing S63 19'58"W along the S line of said Lot 4 and N line of US Highway No. 30 a distance of 30.87 feet; thence N40 17'22"W a distance of 26.46 feet; thence N00 45'25"E a distance of 286.96 feet; thence N01 13'37"W parallel with and 85 feet W of the E line of said Lot 4 a distance of 82.71 feet to the S line of an existing utility and access easement; thence N58 59'30"E along the S line of said utility and access easement, parallel with and 30 feet S of the N line of said Lot 4 a distance of 34.57 feet; thence S01 13'37"E parallel with and 55 feet W of the E line of said Lot 4 a distance of 100.40 feet; thence S00 45'25"W a distance of 276.25 feet; thence S40 17'22"E a distance of 22.50 feet to the point of beginning. Said tract contains a calculated area of 11,929 square feet or 0.274 acres more or less.	0.274 acres @ \$9,170.00/acre	\$2,515.00
				\$8,570.00

Alternatives

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

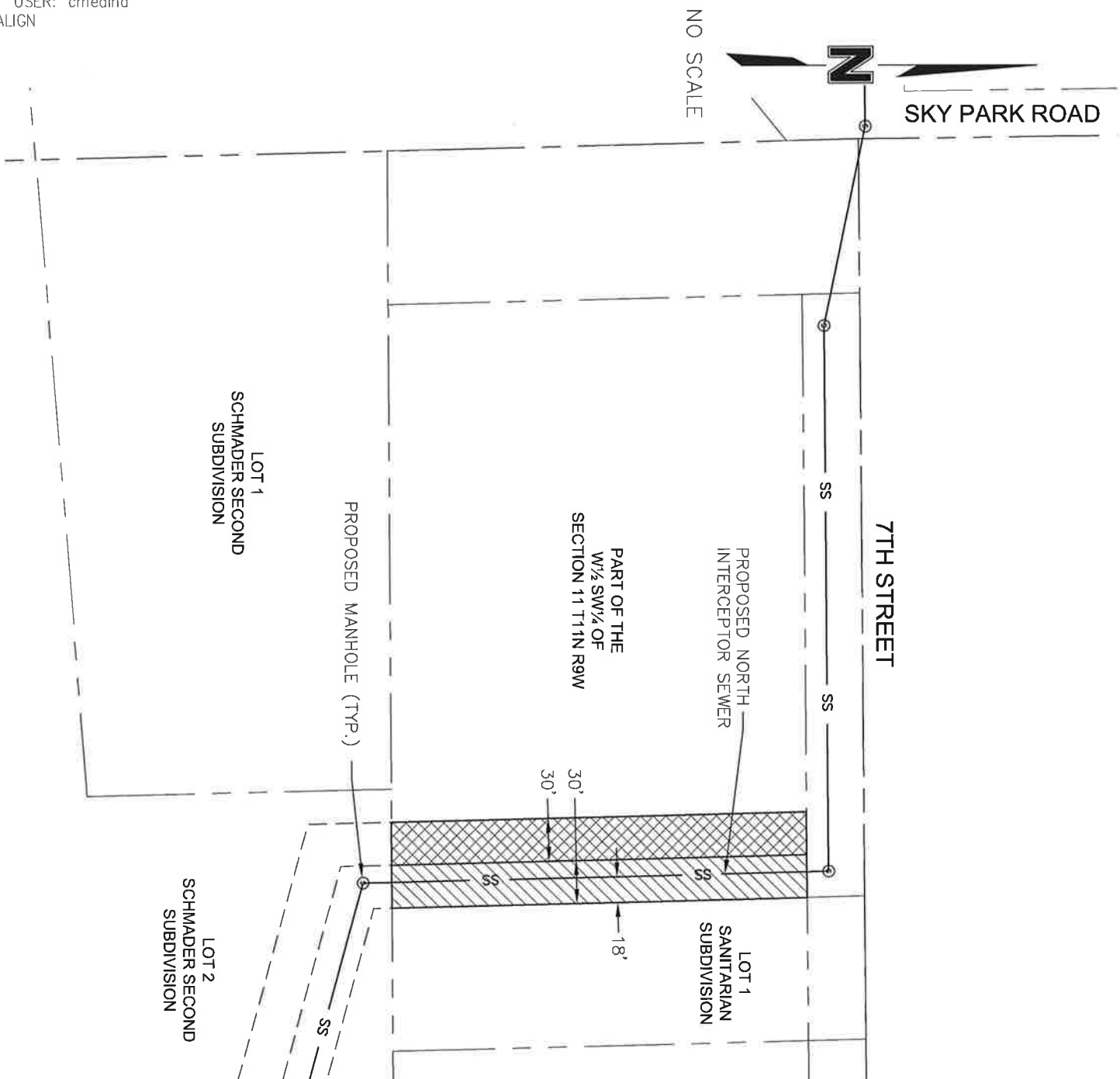
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the Agreement for Temporary Construction Easements between the City of Grand Island, Public Works Department and the affected property owners in the North Interceptor-Phase I Project.

Sample Motion

Move to approve the Temporary Construction Easement Agreements.



LEGAL DESCRIPTION OF PERMANENT EASEMENT.
THE EAST 30 FEET OF A TRACT OF LAND AS DESCRIBED IN INSTRUMENT NUMBER 200703251 OF THE REGISTER OF DEEDS OFFICE OF HALL COUNTY, NEBRASKA.
SAID TRACT CONTAINS A CALCULATED AREA OF 8,684 SQUARE FEET OR 0.199 ACRES MORE OR LESS.

LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT
THE WEST 30 FEET OF THE EAST 60 FEET OF A TRACT OF LAND AS DESCRIBED IN INSTRUMENT NUMBER 200703251 OF THE REGISTER OF DEEDS OFFICE OF HALL COUNTY, NEBRASKA.
SAID TRACT CONTAINS A CALCULATED AREA OF 8,683 SQUARE FEET OR 0.199 ACRES MORE OR LESS.

12347_ESM01.dwg USER: cmedina
ACAD-3D-C-PIPE-ALIGN

NO SCALE

N

SKY PARK ROAD

NO SCALE

7TH STREET

PROPOSED NORTH —
INTERCEPTOR SEWER

LOT 1
SANITARIAN
SUBDIVISION

PART OF THE
W $\frac{1}{2}$ SW $\frac{1}{4}$ OF
SECTION 11 T11N R9W

PROPOSED MANHOLE (TYP.)

LOT 1
SCHMADER SECOND
SUBDIVISION

LOT 2
SCHMADER SECOND
SUBDIVISION

PROJECT NO:	011-2347
DRAWN BY:	LH
DATE:	12/11/2012

CITY OF GRAND ISLAND EASEMENT

WOLSSON
ASSOCIATES

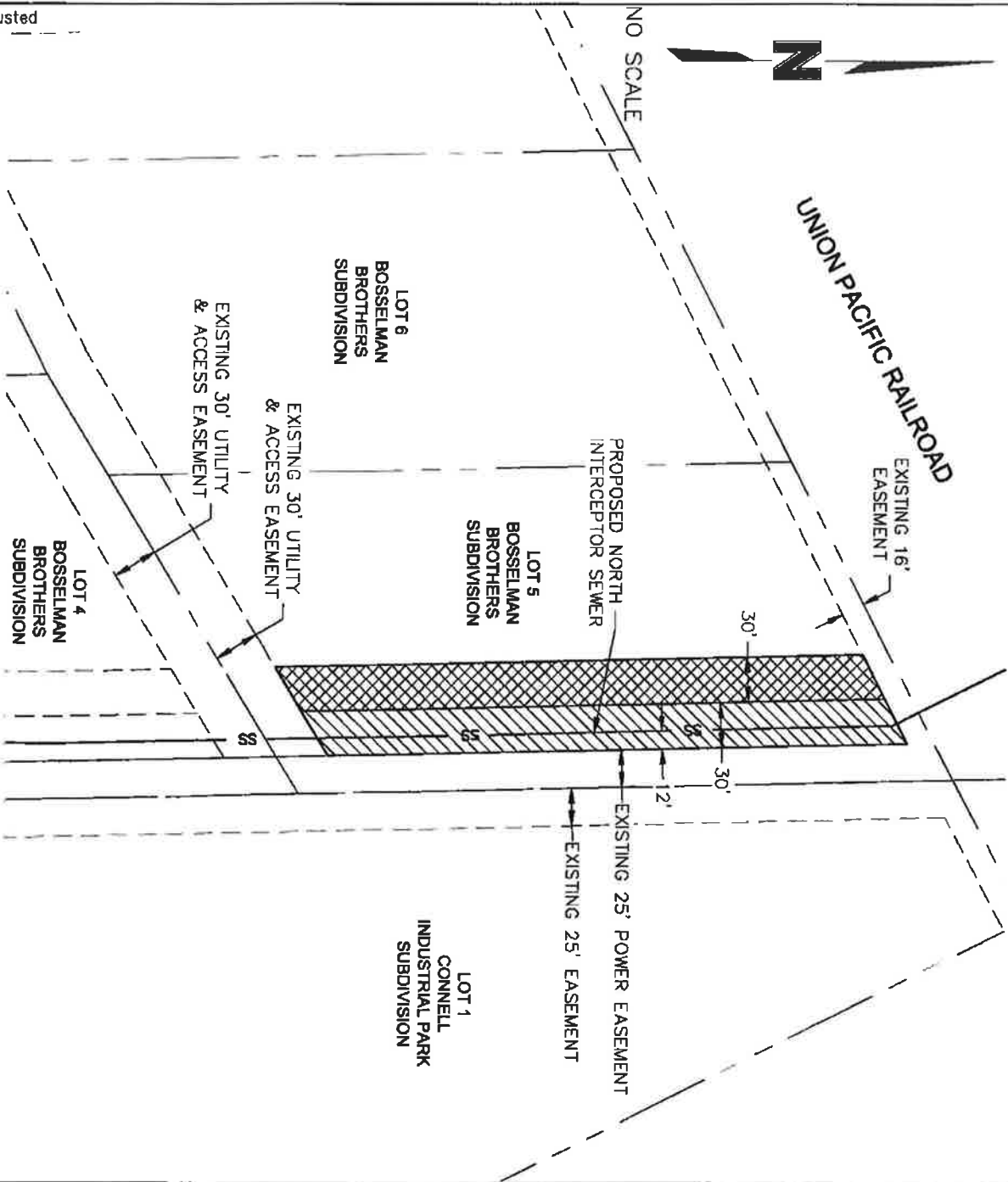
2727 W. 2ND STREET
SUITE 105
HASTINGS, NE 68901
TEL 402.463.0240
FAX 402.463.0187

EXHIBIT

A

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BOSSELMAN CARRIERS INC.



LEGAL DESCRIPTION OF PERMANENT EASEMENT
 THE WEST 30 FEET OF THE EAST 55 FEET OF LOT FIVE (5), BOSSELMAN BROTHERS SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, EXCEPT THE NORTH 16 FEET AND THE SOUTH 30 FEET THEREOF.
 SAID TRACT CONTAINS A CALCULATED AREA OF 11,607 SQUARE FEET OR 0.266 ACRES MORE OR LESS.

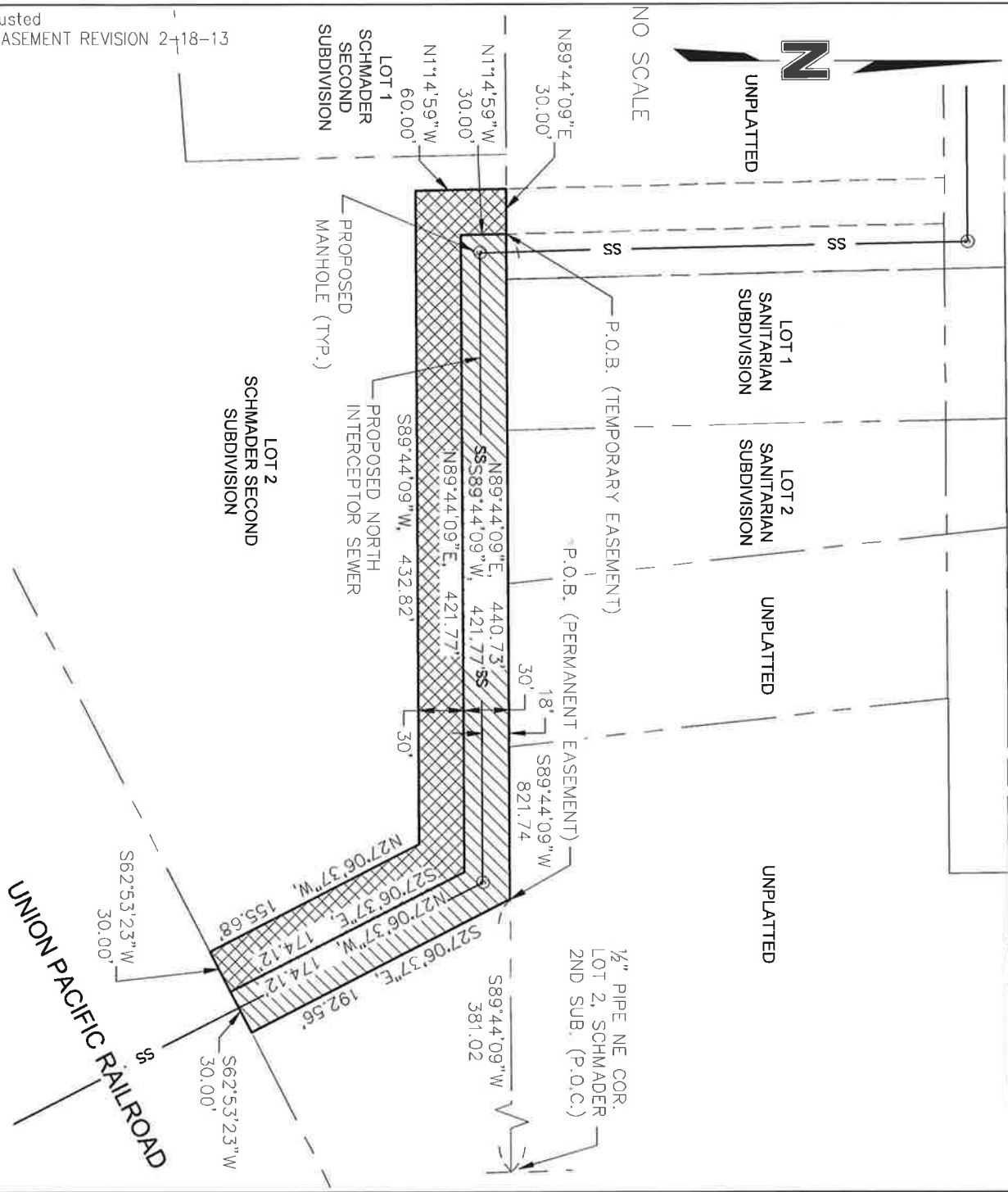
LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT
 THE WEST 30 FEET OF THE EAST 85 FEET OF LOT FIVE (5), BOSSELMAN BROTHERS SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, EXCEPT THE NORTH 16 FEET AND THE SOUTH 30 FEET THEREOF.
 SAID TRACT CONTAINS A CALCULATED AREA OF 11,665 SQUARE FEET OR 0.268 ACRES MORE OR LESS.

DWG: F:\Projects\011-2347\MUNI North Interceptor\Exhibits\0112347_ESM03.dwg USER: lhusted
 DATE: Sep 20, 2012 3:36pm XREFS: 3D-C-PIPE-BASE ACAD-3D-C-PIPE-ALIGN

PROJECT NO: 011-2347		<div> <div></div> <div></div> </div> <div> <div></div> <div></div> </div> <div> <div></div> <div></div> </div>	<div> <div></div> <div></div> </div> <div> <div></div> <div></div> </div>	EXHIBIT A
DRAWN BY: LH	CITY OF GRAND ISLAND EASEMENT			
DATE: 09/21/2012	<div> <div></div> <div></div> </div> <div> <div></div> <div></div> </div>			

HAROLD SCHMADER

7TH STREET



LEGAL DESCRIPTION OF PERMANENT EASEMENT

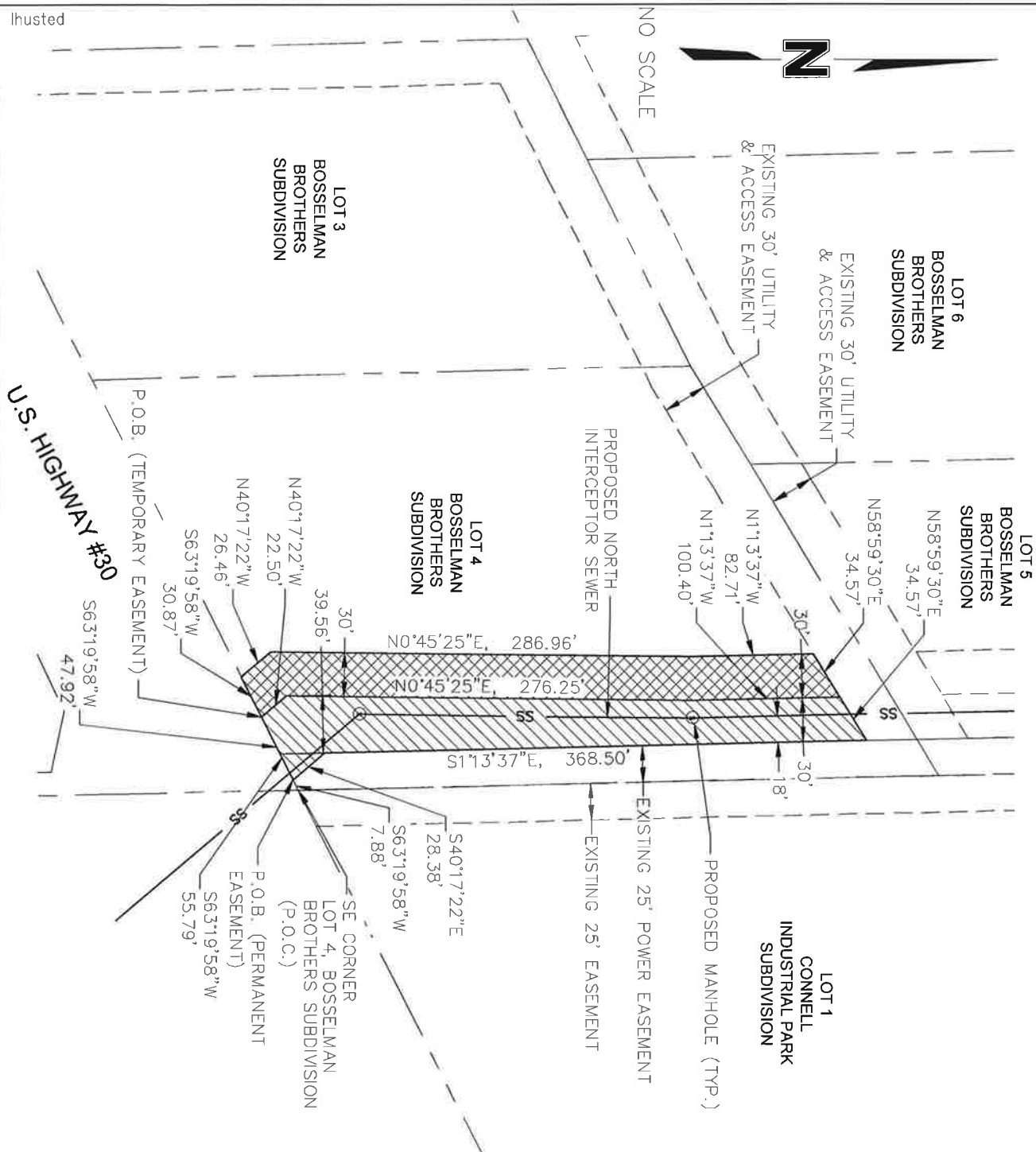
THAT PART OF LOT TWO (2) SCHMADER SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND HALL COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT TWO (2), SCHMADER SECOND SUBDIVISION; THENCE S89°44'09"W (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID LOT TWO (2) A DISTANCE OF 381.02 FEET TO THE TRUE POINT OF BEGINNING; THENCE S27°06'37"E A DISTANCE OF 192.56 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT TWO (2) AND NORTHWESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE S62°53'23"W ALONG SAID SOUTHEASTERLY LINE OF SAID LOT TWO (2) AND NORTHWESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD A DISTANCE OF 30.00 FEET; THENCE N27°06'37"W A DISTANCE OF 174.12 FEET; THENCE S89°44'09"W PARALLEL WITH AND 30.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT TWO (2) A DISTANCE OF 421.77 FEET; THENCE N01°14'59"W A DISTANCE OF 30.00 FEET TO THE NORTH LINE OF SAID LOT TWO (2); THENCE N89°44'09"E ALONG SAID NORTH LINE OF LOT TWO (2) A DISTANCE OF 440.73 FEET TO THE POINT OF BEGINNING.
SAID TRACT CONTAINS A CALCULATED AREA OF 18.438 SQUARE FEET OR 0.423 ACRES MORE OR LESS.

LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT

THAT PART OF LOT TWO (2) SCHMADER SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND HALL COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT TWO (2), SCHMADER SECOND SUBDIVISION; THENCE S89°44'09"W (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID LOT TWO (2) A DISTANCE OF 821.74 FEET TO THE TRUE POINT OF BEGINNING; THENCE S01°14'59"E A DISTANCE OF 30.00 FEET; THENCE N89°44'09"E PARALLEL WITH AND 30.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT TWO (2) A DISTANCE OF 421.77 FEET; THENCE S27°06'37"E A DISTANCE OF 174.12 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT TWO (2) AND NORTHWESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE S62°53'23"W ALONG SAID SOUTHEASTERLY LINE OF SAID LOT TWO (2) AND NORTHWESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD A DISTANCE OF 30.00 FEET; THENCE N27°06'37"W A DISTANCE OF 155.68 FEET; THENCE S89°44'09"W PARALLEL WITH AND 60.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT TWO (2) A DISTANCE OF 432.82 FEET; THENCE N01°14'59"W A DISTANCE OF 60.00 FEET TO THE NORTH LINE OF SAID LOT TWO (2); THENCE N89°44'09"E ALONG SAID NORTH LINE OF LOT TWO (2) A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.
SAID TRACT CONTAINS A CALCULATED AREA OF 19,116 SQUARE FEET OR 0.439 ACRES MORE OR LESS.

PROJECT NO:	011-2347	CITY OF GRAND ISLAND EASEMENT	 OLSSON ASSOCIATES	2727 W. 2ND STREET SUITE 105 HASTINGS, NE 68901 TEL 402.463.0240 FAX 402.463.0187	EXHIBIT
DRAWN BY:	LH				A
DATE:	02/18/2013				

DWG: F:\Projects\011-2347\MUNI North Interceptor\Exhibits\0112347_ESM02.dwg USER: lhusted
DATE: Feb 18, 2013 1:01pm XREFS: 3D-C-PIPE-BASE ACAD-3D-C-PIPE-ALIGN EASEMENT REVISION 2-18-13



LEGAL DESCRIPTION OF PERMANENT EASEMENT

THAT PART OF LOT FOUR (4), BOSSELMAN BROTHERS SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT FOUR (4), BOSSELMAN BROTHERS SUBDIVISION; THENCE S63°19'58"W (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID LOT FOUR (4) AND NORTH LINE OF U.S. HIGHWAY NUMBER 30 A DISTANCE OF 7.88 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S63°19'58"W ALONG THE SOUTH LINE OF SAID LOT FOUR (4) AND NORTH LINE OF U.S. HIGHWAY NUMBER 30 A DISTANCE OF 47.92 FEET; THENCE N40°17'22"W A DISTANCE OF 22.50 FEET; THENCE N00°45'25"E A DISTANCE OF 276.25 FEET; THENCE N01°13'37"W PARALLEL WITH AND 55 FEET WEST OF THE EAST LINE OF SAID LOT FOUR (4) A DISTANCE OF 100.40 FEET TO THE SOUTH LINE OF AN EXISTING UTILITY AND ACCESS EASEMENT; THENCE N58°55'30"E ALONG THE SOUTH LINE OF SAID UTILITY AND ACCESS EASEMENT, PARALLEL WITH AND 30 FEET SOUTH OF THE NORTH LINE OF SAID LOT FOUR (4) A DISTANCE OF 34.57 FEET; THENCE S01°13'37"E PARALLEL WITH AND 25 FEET WEST OF THE EAST LINE OF SAID LOT FOUR (4) A DISTANCE OF 368.50 FEET; THENCE S40°17'22"E A DISTANCE OF 28.38 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 13,560 SQUARE FEET OR 0.305 ACRES MORE OR LESS.

LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT

THAT PART OF LOT FOUR (4), BOSSELMAN BROTHERS SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT FOUR (4), BOSSELMAN BROTHERS SUBDIVISION; THENCE S63°19'58"W (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID LOT FOUR (4) AND NORTH LINE OF U.S. HIGHWAY NUMBER 30 A DISTANCE OF 53.79 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S63°19'58"W ALONG THE SOUTH LINE OF SAID LOT FOUR (4) AND NORTH LINE OF U.S. HIGHWAY NUMBER 30 A DISTANCE OF 30.87 FEET; THENCE N40°17'22"W A DISTANCE OF 26.46 FEET; THENCE N00°45'25"E A DISTANCE OF 286.96 FEET; THENCE N01°13'37"W PARALLEL WITH AND 85 FEET WEST OF THE EAST LINE OF SAID LOT FOUR (4) A DISTANCE OF 82.71 FEET TO THE SOUTH LINE OF AN EXISTING UTILITY AND ACCESS EASEMENT; THENCE N58°59'30"E ALONG THE SOUTH LINE OF SAID UTILITY AND ACCESS EASEMENT, PARALLEL WITH AND 30 FEET SOUTH OF THE NORTH LINE OF SAID LOT FOUR (4) A DISTANCE OF 34.57 FEET; THENCE S01°13'37"E PARALLEL WITH AND 55 FEET WEST OF THE EAST LINE OF SAID LOT FOUR (4) A DISTANCE OF 100.40 FEET; THENCE S00°45'25"W A DISTANCE OF 276.25 FEET; THENCE S40°17'22"E A DISTANCE OF 22.50 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 11,929 SQUARE FEET OR 0.274 ACRES MORE OR LESS.

PROJECT NO: 011-2347	CITY OF GRAND ISLAND EASEMENT	 2727 W. 2ND STREET SUITE 105 HASTINGS, NE 68901 TEL 402.463.0240 FAX 402.463.0187	EXHIBIT
DRAWN BY: LH			A
DATE: 03/01/2013			

RESOLUTION 2013-116

WHEREAS, temporary construction agreements are required by the City of Grand Island, from the affected property owners in the North Interceptor – Phase I Project area, as follows:

No.	Property Owner	Legal Description	Easement Payment	Total
1	Ervin L and Sharon L Luth	The W 30' of the E 60' of a tract of land as described in Instrument No. 200703251 of the Register of Deeds Office of Hall County, Nebraska. Said tract contains a calculated area of 8,683 square feet or 0.199 acres more or less.	0.199 acres @ \$2,000.00/acre + Fencing @ \$1,090.00	\$1,490.00
2	Harold Schmader	Commencing at the NE corner of said Lot 2, Schmader 2nd Subdivision; thence S89 44'09"W (assumed bearing) along the N line of said Lot 2 a distance of 821.74 feet to the true point of beginning; thence S01 14'59"E a distance of 30.00 feet; thence N89 44'09"E parallel with and 30.00 feet S of the N line of said Lot 2 a distance of 421.77 feet; thence S27 06'37"E a distance of 174.12 feet to the southeasterly line of said Lot 2, and northwesterly right-of-way line of the Union Pacific Railroad; thence S62 53'23"W along said southeasterly line of said Lot 2 and northwesterly right-of-way line of the Union Pacific Railroad a distance of 30.00 feet; thence N27 06'37"W a distance of 155.68 feet; thence S89 44'09"W parallel with and 60 feet S of the N line of said Lot 2 a distance of 432.82 feet; thence N01 14'59"W a distance of 60 feet to the N line of said Lot 2; thence N89 44'09"E along said N line of Lot 2 a distance of 30.00 feet to the point of beginning. Said tract contains a calculated area of 19,116 square feet or 0.439 acres more or less.	0.439 acres @ \$2,500.00/acre + Fencing @ \$430.00	\$1,530.00
3	Bosselman Carriers, Inc.	The W 30' of the E 85' of Lot 5, Bosselman Brothers Subdivision in the City of Grand Island, Hall County, Nebraska, except the N 16' and the S 30' thereof. Said tract contains a calculated area of 11,685 square feet or 0.268 acres more or less.	0.268 acres @ \$56,627/acre	\$3,035.00

Approved as to Form ☐ _____
 April 19, 2013 ☐ City Attorney

4	Wilbeth, Inc.	Commencing at the SE corner of said Lot 4, Bosselman Brothers Subdivision; thence S63 19'58"W (assumed bearing) along the S line of said Lot 4 and N line of US Highway No. 30 a distance of 55.79 feet to the true point of beginning; thence continuing S63 19'58"W along the S line of said Lot 4 and N line of US Highway No. 30 a distance of 30.87 feet; thence N40 17'22"W a distance of 26.46 feet; thence N00 45'25"E a distance of 286.96 feet; thence N01 13'37"W parallel with and 85 feet W of the E line of said Lot 4 a distance of 82.71 feet to the S line of an existing utility and access easement; thence N58 59'30"E along the S line of said utility and access easement, parallel with and 30 feet S of the N line of said Lot 4 a distance of 34.57 feet; thence S01 13'37"E parallel with and 55 feet W of the E line of said Lot 4 a distance of 100.40 feet; thence S00 45'25"W a distance of 276.25 feet; thence S40 17'22"E a distance of 22.50 feet to the point of beginning. Said tract contains a calculated area of 11,929 square feet or 0.274 acres more or less.	0.274 acres @ \$9,170.00/acre	\$2,515.00
				\$8,570.00

WHEREAS, an Agreement for Temporary Construction Easements has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreements for Temporary Construction Easements on the above described tracts of land.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreements on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 23, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

- 2 -



City of Grand Island

Tuesday, April 23, 2013

Council Session

Item G-12

#2013-117 - Approving Acquisition of Permanent Easements for the North Interceptor Phase I Project No. 2012-S-6

This item relates to the aforementioned Public Hearing item E-7.

Staff Contact: John Collins PE, Public Works Director

RESOLUTION 2013-117

WHEREAS, permanent easements are required by the City of Grand Island, from the affected property owners in the North Interceptor – Phase I Project area, as follows:

No.	Property Owner	Legal Description	Easement Payment	Total
1	Ervin L & Sharon L Luth	The E 30' of a tract of land located in the W 1/2 of the SW 1/4 of Section 11, Township 11 N, Range 9 W of the 6th P.M., Hall County, Nebraska, described in Instrument No. 200703251 recorded in the Register of Deeds Office of Hall County, Nebraska.	0.199 acres @ \$5,000.00/acre	\$1,000.00
2	Harold Schmader	Commencing at the NE corner of said Lot 2, Schmader 2nd Subdivision; thence S89 44'09"W (assumed bearing) along the N line of said Lot 2, a distance of 381.02 feet to the true point of beginning; thence S27 06'37"E a distance of 192.56 feet to the southeasterly line of said Lot 2 and northwesterly right-of-way line of the Union Pacific Railroad; thence S62 53'23"W along said southeasterly line of said Lot 2, and northwesterly right-of-way line of the Union Pacific Railroad a distance of 30.00 feet; thence N27 06'37"W a distance of 174.12 feet; thence S89 44'09"W parallel with and 30.00 feet S of the N line of said lot 2, a distance of 421.77 feet; thence N01 14'59"W a distance of 30.00 feet to the N line of said Lot 2; thence N89 44'09"E along said N line of Lot 2, a distance of 440.73 feet to the point of beginning. Said tract contains a calculated area of 18,438 square feet or 0.423 acres more or less.	0.423 acres @ \$6,250.00/acre	\$2,650.00
3	Bosselman Carriers, Inc.	The W 30' of the E 55' of Lot 5, Bosselman Brothers Subdivision in the City of Grand Island, Hall County, Nebraska, except the N 16' and the S 30' thereof. Said tract contains a calculated area of 11,607 square feet or 0.266 acres more or less.	0.266 acres @ \$56,627/acre	\$7,531.00
4	Wilbeth, Inc.	Commencing at the SE corner of said Lot 4, Bosselman Brothers Subdivision; thence S63 19'58"W (assumed bearing) along the S line of said Lot 4, and N line of US Highway No. 30 a distance of 7.88 feet to the true point of beginning; thence continuing S63 19'58"W along the S line of said Lot 4 and N line of US Highway No. 30 a distance of 47.92 feet; thence N40 17'22"W a distance of 22.50 feet; thence N00 45'25"E a distance of 276.25 feet; thence N01 13'37"W parallel with and 55 feet W of the E line of said Lot 4, a distance of 100.40 feet to the S line of an existing utility and access easement; thence N58 59'30"E along the S line of said utility and access easement, parallel with and 30' S of the N line of said Lot 4, a distance of 34.57 feet; thence S01 13'37"E parallel with and 25 feet W of the E line of said Lot 4 a distance of 368.50 feet; thence S40 17'22"E a distance of 28.38 feet to the point of beginning. Said tract contains a calculated area of 13,560 square feet or 0.305 acres more or less.	0.305 acres @ \$22,950.00/acre	\$6,995.00
				\$18,176.00

Approved as to Form ☐ _____
 April 19, 2013 ☐ City Attorney

WHEREAS, an Agreement for Permanent Easements has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreements for Permanent Easements on the above described tracts of land.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreements on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 23, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 23, 2013

Council Session

Item G-13

#2013-118 - Approving Acquisition of Right-of-Way for the Various Locations 2013 Federal Aid Resurfacing Project

This item relates to the aforementioned Public Hearing item E-8.

Staff Contact: John Collins PE, Public Works Director

RESOLUTION 2013-118

WHEREAS, right-of-way is required by the City of Grand Island, from the affected property owners in the Various Locations 2013 Federal Aid Resurfacing Project area, as follows:

No.	Property Owner	Legal Description	Right-of-Way Payment (minimum \$100.00)	Payment of Damages	Total
14	Julio Minjarez-Torres and Nicolasa Minjarez	Part of Lot 2, Block 1 of Packer and Barr's Addition, located in the Northeast Quarter of the Southeast Quarter (NE 1/4, SE 1/4) of Section 17, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the northeast corner of said Lot 2, Block 1 of Packer and Barr's Addition, said point also being the point of intersection of the west right-of-way (R.O.W.) line of Broadwell Avenue and the south R.O.W. line of Faidley Avenue, said point also being the point of beginning; thence S00 54'46"E along said west R.O.W. line a distance of 10.00 feet; thence N51 28'53"W a distance of 15.97 feet to a point on the north line of said Lot 2, said point also being on the south R.O.W. line of Faidley Avenue; thence N89 45'09"E along said south R.O.W. line a distance of 12.34 feet to the point of beginning. Said tract contains a calculated area of 61.65 square feet more or less.	61.65 s.f. @ \$2.00/s.f.	None	\$130.00
15	Lorraine S Tagge	Part of Lot 10, Block 1 of Bonnie Brae Addition, located in the Northwest Quarter of the Southwest Quarter (NW 1/4, SW 1/4) of Section 16, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the southwest corner of Lot 4, Block 2 of Bonnie Brae Addition, said point also being on the east right-of-way (R.O.W.) line of Broadwell Avenue; thence on an assumed bearing of N01 00'7"W along said east R.O.W. line a distance of 241.52 feet to the southwest corner of said Lot 10, said point also being the intersection of the east R.O.W. line of Broadwell Avenue and the north R.O.W. line of 6th Street, said point also being the point of beginning; thence continuing N01 00'7"W along said east R.O.W. line of Broadwell Avenue and the west line of said Lot 10 a distance of 6.09 feet; thence N88 59'45"E a distance of 11.30 feet to a point on the south line of said Lot 10, said point also being on the north R.O.W. line of 6th Street; thence S60 41'19"W along said north R.O.W. line a distance of 12.84 feet to the point of beginning. Said tract contains a calculated area of 34.39 square feet more or less.	34.39 s.f. @ \$2.00/s.f.	None	\$100.00

Approved as to Form ☐ _____
 April 19, 2013 ☐ City Attorney

20	J & B Rentals, LLC	Part of Lot 1, Block 1 of Boggs and Hill's Addition, located in the Northeast Quarter of the Northeast Quarter (NE 1/4, NE 1/4) of Section 17, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the southeast corner of Lot 16, Block 1 of Boggs and Hill's Addition, said point also being the point of intersection of the west right-of-way (R.O.W.) line of Broadwell Avenue and the north R.O.W. line of 12th Street; thence on an assumed bearing of N01 01'21"W along said west R.O.W. line a distance of 120.32 feet to the southeast corner of said Lot 1, Block 1; thence continuing N01 01'21"W along said west R.O.W. line a distance of 103.17 feet to the point of beginning; thence N45 38'36"W a distance of 24.37 feet to a point on the north line of said Lot 1, said point also being on the south R.O.W. line of 13th Street; thence N89 44'08"E along said south R.O.W. line a distance of 7.12; thence S45 38'36"E a distance of 14.24 feet to a point on said west R.O.W. line; thence S01 01'21"E along said west R.O.W. line a distance of 7.12 feet to the point of beginning. Said tract contains a calculated area of 96.51 square feet more or less.	96.51 s.f. @ \$2.00/s.f.	none	\$200.00
21	James D and Colleen M Goodwin	Part of Lot 276 of West Lawn Addition, located in the Southeast Quarter of the Southeast Quarter (SE 1/4, SE 1/4) of Section 8, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the southeast corner of said Section 8; thence on an assumed bearing of N00 53'38"W along the east line of said Section 8 a distance of 44.20 feet; thence N89 06'22"W a distance of 33.42 feet to a southeasterly corner of said Lot 276 described in Document No. 93-101561. Said point also being on the west right-of-way (R.O.W.) line of Broadwell Avenue and the point of beginning; thence S43 43'33"W along a southeasterly line of said Lot 276 a distance of 14.02 feet to a point on the south line of said Lot 276, said point also being on the north R.O.W. line of 13th Street; thence S89 51'35"W along said north R.O.W. line a distance of 6.94 feet; thence N43 43'33"E a distance of 23.94 feet to a point on said west R.O.W. line; thence S00 39'44"E along said west R.O.W. line a distance of 7.15 feet to the point of beginning. Said tract contains a calculated area of 94.91 square feet more or less.	94.91 s.f. @ \$2.00/s.f.	None	\$190.00
					\$ 620.00

WHEREAS, an Agreement for Acquisition of Right-of-Way has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreements for Acquisition of Right-of-Way on the above described tracts of land.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreements on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 23, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 23, 2013

Council Session

Item G-14

#2013-119 - Approving Agreement for Engineering Services for the Eddy Street and Sycamore Street Underpass Bridges and Retaining Walls

Staff Contact: John Collins PE, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, Project Manager

Meeting: April 23, 2013

Subject: Approving Agreement for Engineering Services for the Eddy Street and Sycamore Street Underpass Bridges and Retaining Walls

Item #'s: G-14

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

Background

All agreements must be approved by the City Council.

The Eddy Street and Sycamore Street Underpasses provide unobstructed movement of traffic north and south of the Union Pacific Railroad (UPRR) corridor and are vital to our community. Both of these structures were constructed in the mid-20th Century and, as per agreements with UPRR, the responsibility for repair and maintenance of most of the components of each structure, excluding the bridges that carry rail traffic, belong to the City of Grand Island.

In 2011, the Public Works Department acquired the engineering services of Kirkham, Michael & Associates, Inc. to perform a general structural evaluation of the different components of each underpass, including the pavement, retaining walls, sidewalk, drainage, lighting and the four publicly owned bridges.

The results of the study were presented to the City Council on March 6, 2012. The report included confirmation that the underpasses were sufficiently sound, but repairs were needed to prevent further deterioration. Recommended improvements for the sidewalk, pavement and drainage system have already been undertaken.

On the Eddy Street Underpass, the two publicly owned bridges are the North Front Bridge and the Mill Street Bridge. On the Sycamore Street Underpass, the two publicly owned bridges are the South Front Street Bridge and the Industry Overpass Bridge. The 2011 study documented deterioration and damage typical to older bridges. All four bridges are currently load rated on the Nebraska Bridge Inventory and are approaching the threshold of requiring weight limits to be posted.

The scope of services with Kirkham, Michael & Associates, Inc. did not include additional testing and evaluation on the condition of each of the publicly owned bridges due to the broad scope of the initial study and the unique services required for assessment of aging bridge components. After further research and consultation with bridge managers from various government agencies, an appropriate request for statements of qualifications was developed for engineering services for assessing the severity and extent of damages due to exposure and structural stresses, and for determining appropriate actions for extending the useful life of each bridge.

Discussion

Statements of Qualifications were solicited from Consulting Engineering Firms for performing testing to determine specific deck distresses resulting from high chloride concentration, corrosion of reinforcing steel, poor concrete condition, and other structural factors. The results of the testing shall be used to determine the expected service life of each bridge deck. The selected consultant shall provide alternatives to extend the useful life of each bridge deck utilizing economic analyses to minimize life cycle costs and provide optimal solutions.

Two (2) statements of qualification were received. On December 19, 2012, a committee comprised of Public Works Project Manager Scott Griepenstroh, Street Superintendent Shannon Callahan, and Interim Public Works Director Terry Brown evaluated the statements of qualification based on established criteria. Parsons Brinkerhoff, Inc. was selected.

Through negotiations to develop the final scope, it was determined that a 30 year extension of the useful life for each bridge deck was tenable. It was also determined appropriate to include testing to evaluate the expected service life of the abutment supports and adjacent retaining walls. The testing protocol, modeling for remaining service life, and selection of maintenance, repair and rehabilitation options will follow guidelines as per in the National Cooperation Highway Research Program Report 558, Manual on Service Life on Corrosion-Damaged Reinforced Concrete Bridge Superstructure Elements. The agreement was negotiated for the work to be performed at actual costs with a maximum amount of \$116,959.87, including a fixed fee of \$4,860.95, (\$82,252.70 for the four bridges and \$34,707.17 for the retaining walls).

The estimated costs for maintenance, repair or replacement of the four bridges ranges from \$340,000 to \$1,356,000. Unless the assessments are performed and the remaining service life of each bridge is determined, the cost effectiveness and expected life of the repair and rehabilitation options cannot be determined. Also, without sufficient knowledge of the condition of the bridge decks, attempting to perform lower cost treatments may cause corrosion of concrete reinforcing steel to accelerate.

The estimated cost for replacing the retaining walls at the Eddy Street Underpass, excluding costs for pavement and sidewalk replacement, dewatering and engineering is \$1,445,000. Similar to the bridges, the cost effectiveness of repair, rehabilitation or

replacement options cannot be determined without performing assessments and modeling remaining service life.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the agreement with Parsons Brinkerhoff, Inc. for engineering services for the Eddy Street and Sycamore Street Underpass Bridges and Retaining Walls.

Sample Motion

Move to approve the agreement.

PROFESSIONAL SERVICES AGREEMENT

PB AGREEMENT NO. __

THIS Agreement is made and entered into this ____ day of _____, 2013,
by and between City of Grand Island, with offices at 100 East First Street, Grand Island, NE
68801 (hereinafter called the "CLIENT"), and Parsons Brinckerhoff, Inc. a New York corporation,
with offices at 1225 'L' Street, Lincoln, NE 68508 (hereinafter called "PB").

WITNESSETH THAT:

WHEREAS, the CLIENT desires professional engineering services (hereinafter called the
"SERVICES");

WHEREAS, the CLIENT has solicited the services of PB to evaluate bridge & retaining wall
conditions on the Eddy Street & Sycamore Street Union Pacific Railroad Underpass Bridges, City
of Grand Island, Nebraska (hereinafter called the "PROJECT");

WHEREAS, PB has submitted a proposal dated December 6, 2012 which outlined an approach
for such PROJECT; and

WHEREAS, the CLIENT on December 14, 2012 selected PB to perform the SERVICES;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually
agree as follows:

FIRST: EMPLOYMENT OF PB

The CLIENT retains and employs PB to act for and represent it in all engineering matters
involved in the performance of the SERVICES, subject to the terms, conditions, and stipulations
as hereinafter stated.

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05/12

SECOND: PROJECT DESCRIPTION

The City of Grand Island requires determining the cost effectiveness of service life extension, rehabilitation or replacement options for the Eddy Street (North Front Street) and Sycamore Street (Front Street) bridges, associated abutment walls and retaining walls based on an additional 30-year service life. The services requested will require structural and corrosion investigations and evaluations.

THIRD: SCOPE OF SERVICES

PB shall render the SERVICES set forth in Exhibit A1 for the bridges and as set forth in Exhibit A2 for the retaining walls, attached hereto and made part of this Agreement.

FOURTH: COMPENSATION

For the performance of the SERVICES set forth in Article THIRD, the CLIENT shall reimburse PB for all costs, charges, and expenses incurred by PB in the performance of the SERVICES, shall pay an overhead allowance, and shall pay a fixed fee. PB's estimated total compensation includes reimbursable costs and an overhead allowance, plus a fixed fee. PB shall be compensated in an amount estimated to be One hundred sixteen thousand nine hundred fifty-nine dollars and eighty-seven cents (\$116,959.87) including a fixed fee of Four thousand eight hundred sixty dollars and ninety-five cents (\$4,860.95).

PB shall not be obligated to perform services or incur costs which would cause its total compensation under this Agreement to exceed \$116,959.87 nor shall the CLIENT be obligated to reimburse PB for costs or make payments which would cause the total compensation paid to PB to exceed \$116,959.87, unless and until the CLIENT shall have notified PB in writing that the total compensation has been increased and further specifies in such notice a revised total compensation amount against which the obligation of the parties hereto shall be payable in accordance with this Article.

FIFTH: PAYMENT

PB shall submit at the end of each four (4) week period invoices on PB standard form for reimbursable costs/ overhead allowance/ and fixed fee incurred in or before such period. Such invoices shall be paid to PB within fourteen (14) days of City Council approval. Payment will be remitted after approval of the claim by the City Council. The City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow time for evaluation and processing

PB invoices shall include the portion of the fixed fee that bears the same proportional relationship to the invoiced reimbursable costs and overhead allowance as the total fixed fee bears to the total estimated reimbursable costs and overhead allowance. Residual fixed fee shall be included in the final invoice.

SIXTH: DATA TO BE FURNISHED BY CLIENT

Data to be furnished by the CLIENT to PB at no cost to PB consist of existing plans and reports; furnish traffic control (signage, equipment and labor) to conduct site work.

SEVENTH: INDEPENDENT CONTRACTOR

PB represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CLIENT. PB, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of the CLIENT by reason of this Agreement.

EIGHTH: INSURANCE

PB shall effect and maintain insurance at its own cost and expense to protect itself from claims under Workers' Compensation Acts; from claims for damages because of bodily injury including sickness, disease, or death of any of its employees; from claims for damages because of injury to or destruction of tangible property; and from claims arising out of the performance of

professional services caused by errors, omissions, or negligent acts for which it is legally liable, each in the amount of \$1,000,000.

PB shall furnish the CLIENT with a certificate(s) of insurance showing PB has complied with this Article, which certificates shall provide that thirty (30) days written notification of cancellation of the policies shall be given to the CLIENT.

NINTH: INDEMNITY AND LIMITATION

PB shall indemnify, defend, and hold harmless the CLIENT from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of PB, its officers, employees, agents, or representatives in the performance of SERVICES under this Agreement. PB's liability to the CLIENT shall not exceed the total compensation received by PB hereunder, and PB shall in no event be liable in contract, tort, or otherwise, for any indirect or consequential damages, including but not limited to loss of estimated profits, loss of use, loss of revenue, cost of capital, loss of good will, or similar damages arising out of its performance of the SERVICES hereunder.

In the event of any reuse or other use by the CLIENT of the drawings, specifications, and other documents furnished by PB hereunder, the CLIENT shall indemnify, defend, and hold harmless PB from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused by, resulting from, or arising out of such reuse or other use.

TENTH: CHANGES AND EXTRA SERVICES

The CLIENT may make changes within the general scope of this Agreement. If PB is of the opinion that any proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, PB shall so notify the CLIENT of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. PB may initiate such notification upon identifying a condition which may change the SERVICES agreed to on the effective date of this Agreement, as set forth in Exhibit A1 and A2.

Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change. In the event that agreement cannot be reached by the parties hereto as to a particular change, the issue shall be resolved pursuant to Article SEVENTEENTH, DISPUTES.

The CLIENT may request PB to perform extra services not covered by the SCOPE OF SERVICES as set forth in Exhibit A1 and A2, and PB shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.

The CLIENT shall not be liable for payment of any extra services nor shall PB be obligated to perform any extra services except upon such written amendment.

ELEVENTH: DELAYS

PB shall perform its SERVICES with due diligence upon receipt of a written Notice to Proceed from the CLIENT. The CLIENT may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of its SERVICES is delayed by causes beyond the reasonable control of PB, and without the fault or negligence of PB, the time and total compensation for the performance of the SERVICES shall be equitably adjusted by written amendment to reflect the extent of such delay. PB shall provide the CLIENT with written notice of delay, including therein a description of the delay and the steps contemplated or actually taken by PB to mitigate the effect of such delay.

TWELFTH: TERMINATION

This Agreement may be terminated by either party hereto upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CLIENT for its convenience or because the PROJECT has been permanently abandoned, but only upon fourteen (14) days written notice to PB.

In the event of termination, PB shall be compensated for all services performed and costs incurred up to the effective date of termination for which PB has not been previously compensated, plus termination expenses reasonably incurred.

Upon receipt of notice of termination from the CLIENT, PB shall discontinue the SERVICES unless otherwise directed and upon final payment from the CLIENT deliver to the CLIENT the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by PB in the performance of this Agreement, whether completed or in process.

THIRTEENTH: OWNERSHIP OF DOCUMENTS

The parties hereto agree that PB shall retain possession of all drawings, specifications, and other documents when its services have been completed. The CLIENT will be provided two (2) sets of reproducible drawings, specifications, and other documents so furnished and they shall not be reused either for additional services on this PROJECT to be done by others, or on other projects, without the prior written consent of PB. Such consent shall stipulate what, if any, additional compensation shall be paid to PB for such reuse of documents by the CLIENT. In no event shall the receipt of such additional compensation operate as a waiver of PB's rights under Article NINTH, INDEMNITY AND LIMITATION.

FOURTEENTH: SUCCESSORS AND ASSIGNS

PB shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without the prior approval of the CLIENT.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

FIFTEENTH: NONWAIVER

No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permitted assigns, in the enforcement of any condition, covenant, or article of this Agreement shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

SIXTEENTH: NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CLIENT: City of Grand Island
 100 East First Street
 Grand Island, NE 68801
 ATTENTION: Scott Griepenstroh

TO PB: Parsons Brinckerhoff, Inc.
 1225 'L' Street, Suite 502
 Lincoln, NE 68508
 ATTENTION: Scott Rathjen

SEVENTEENTH: DISPUTES

Any and all claims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof which are not disposed of by mutual agreement of the parties hereto shall be submitted to arbitration conducted and governed by the Construction Industry Arbitration Rules of the American Arbitration Association in effect at the time of the execution of this Agreement. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

The party requesting such arbitration shall file notice of the demand for arbitration in writing with the other party hereto and with the American Arbitration Association in Hall County,

Nebraska. In no event shall the demand for arbitration be made after the date when institution of an action at law or in equity based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations. The award rendered at such arbitration shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Any such arbitration shall not include, by consolidation, joinder, or in any other manner, any additional persons not a party to this Agreement except by written consent signed by the parties hereto and such persons sought to be joined. Such consent shall be limited to the dispute described therein and the parties named therein.

EIGHTEENTH: APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

NINETEENTH: EXTENT OF AGREEMENT

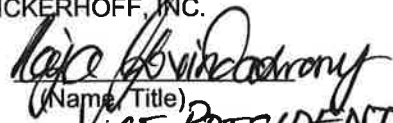
This Agreement represents the entire and integrated agreement between the CLIENT and PB and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.

IN WITNESS WHEREOF, this Agreement has been executed by the CLIENT and PB, effective from the day and year first written above.

CITY OF GRAND ISLAND

By: _____
(Name, Title)

PARSONS BRINCKERHOFF, INC.

By: 
(Name, Title)
VICE PRESIDENT

D-8

05/12

Consulting Engineering Services Related
To
Grand Island Eddy Street & Sycamore Street Union Pacific
Railroad Underpass Bridges
City of Grand Island, Nebraska

Scope of Services

The City of Grand Island requires determining the cost effectiveness of service life extension, rehabilitation or replacement options for the Eddy Street (North Front Street) and Sycamore Street (Front Street) bridges and associated abutment walls based on an additional 30-year service life. The service request will require structural and corrosion investigations and evaluations. SCS, Inc. and CONCORR, Inc., as sub-consultants to PB, will perform corrosion engineering and related QA/QC services, respectively.

The following services will be required for the bridges to be analyzed:

1. Determine remaining bridge service life:
 - A. PB will perform a concurrent corrosion and structural engineering evaluation to identify structural system deterioration and deficiency types. The following services will be provided:
 1. Perform visual observation for evidence of foundation settlement.
 2. Perform concrete surface crack and delamination and steel corrosion evidence survey, clearly identifying location and extent of deficiencies.
 3. Perform field corrosion evaluation and deterioration modeling.
 - a. Identify steel corrosion and section loss and other critical reinforced concrete deterioration and remaining corrosion service life.
 - b. Identify practical corrosion mitigation actions.
 - c. Provide life cycle cost analysis.
 - d. In addition to SCS' QA/QC practices, CONCORR will provide independent desktop QA/QC of corrosion investigation and evaluation.
 - e. Submit independent bridge report.
 4. Identify and coordinate with the City all traffic control needs. (Traffic control to be provided by the City).
 5. Prepare drawings showing location, type and extent of deficiencies.
 - B. PB will perform a comprehensive substructure and superstructure engineering evaluation, excluding below roadway surface, to determine remaining service life and current condition load rating capacity.
 1. Identify critical structural conditions and City requirements for load rating capacity.
 2. Review existing load rating and perform current condition load rating capacity and compare to City requirements using LARS.

3. Identify all routine repair, rehabilitation or replacement needs for the substructure, excluding foundation, and superstructure components with the goal of an additional 30-year service life.
- C. PB will perform a comprehensive life cycle cost analysis considering repair, rehabilitation or replacement alternatives with the goal of delivering an additional 30-year service life and make recommendations for the City's review and concurrence.
- D. PB QA/QC activities
1. Observation of field operation activities.
 2. Field data collection activities for compliance with standard industry practice.
 3. Review of all deliverables including corrosion proposal and report, prior to submittal.
- E. Project Admin – This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the City; and maintain project records.
- F. Project Deliverables
1. Draft Assessment report for the analyzed bridges.
 - a. Condition of structures.
 - b. Rehabilitation options.
 - c. Economic analysis of cost options.
 - d. Recommendations for further analysis.
 2. Comment review and resolution for final reports.
 - a. Includes one revision to the report.
- G. Meetings
1. Coordination Meeting
 - a. Two traffic control meetings with City of Grand Island staff will be conducted and attended by two (2) PB staff.
 2. Report presentation to City of Grand Island, attended by two (2) PB staff.
- H. To be provided by City
1. All bridge and abutment wall information.
 2. City to supply traffic control for the cost effectiveness of the field operations. Traffic control to meet identified minimum daytime work schedule from 8:30 am to 3:30 pm, including weekends and excluding holidays. If traffic control is removed due to other City emergency issues, the schedule and cost may need to be revised and additional cost may apply.
 3. Event related or other field work restrictions.

I. Assumptions:

1. Per the City of Grand Island's direction, existing timber piles are assumed to be in good condition and assessment is not included in this study.
2. Scope does not include any coordination or permitting with the Union Pacific Railroad (UPRR).
3. Life Cycle Cost Analysis will utilize the most current Average Unit Price (AUP) from the Nebraska Department of Roads (NDOR) or other AUP available.
4. For purposes of the study, PB will evaluate and finding will be considered uniform at Eddy St. (Mill Drive) and Sycamore St. (Industry Overpass) locations at the direction of the City of Grand Island.

J. Schedule: Submittal of Final Report within 120 days from Notice to Proceed (NTP).
The City of Grand Island shall coordinate the NTP with PB to allow for completion within proposed time.

K. Cost Proposal: Exhibit 'B1'

<p>Cost Proposal for City of Grand Island - Bridge Service Life Cost Analysis</p> <p>City of Grand Island, Nebraska</p>	<p>EXHIBIT B1</p> <p><i>prepared by Parsons Brinckerhoff, February 25, 2013</i></p>
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prepared by Parsons Brinckerhoff, February 25, 2013

[illegible]

Consulting Engineering Services Related
To
Grand Island Eddy Street & Sycamore Street Union Pacific
Railroad Underpass Retaining Walls
City of Grand Island, Nebraska

Scope of Services

The City of Grand Island requested from PB limited testing to determining the cost effectiveness of service life extension, rehabilitation or replacement options for the Eddy Street and Sycamore Street Union Pacific Railroad Underpass Retaining Walls based on a projected additional 30 year service life. This service request will require structural and corrosion investigations and evaluations. SCS, Inc. and CONCORR, Inc., as sub-consultants to PB, will perform corrosion engineering and related QA/QC services, respectively.

The following services will be required:

1. Determine remaining retaining wall service life:
 - A. PB will perform a concurrent corrosion and structural engineering evaluation to identify structural system deterioration and deficiency types. The following services will be provided:
 1. Perform visual observation for evidence of foundation settlement.
 2. Perform concrete surface crack and delamination and steel corrosion evidence survey, clearly identifying location and extent of deficiencies.
 3. Perform field corrosion evaluation and deterioration modeling.
 - a. Identify steel corrosion and section loss and other critical reinforced concrete deterioration and remaining corrosion service life.
 - b. Identify practical corrosion mitigation actions.
 - c. Provide life cycle cost analysis.
 - d. In addition to SCS' QA/QC practices, CONCORR will provide independent desktop QA/QC of corrosion investigation and evaluation.
 - e. Submit independent retaining wall report.
 4. Identify and coordinate with the City all traffic control needs. (Traffic control to be provided by the City).
 5. Prepare drawings showing location, type and extent of deficiencies.
 - B. PB will perform a comprehensive engineering evaluation, excluding below roadway surface, to determine remaining service life.
 1. Identify critical structural conditions.
 2. Identify all routine repair, rehabilitation or replacement needs for the retaining walls, excluding foundation, with the goal of an additional 30 year service life.

- C. PB will perform a comprehensive life cycle cost analysis considering repair, rehabilitation or replacement alternatives with the goal of delivering an additional 30 year service life and make recommendations for the City's review and concurrence.
- D. PB QA/QC activities
 - 1. Observation of field operation activities.
 - 2. Field data collection activities for compliance with standard industry practice.
 - 3. Review of all deliverables including corrosion proposal and report, prior to submittal.
- E. Project Admin – This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the City; and maintain project records.
- F. Project Deliverables
 - 1. Draft Assessment report for each retaining wall.
 - a. Condition of retaining walls.
 - b. Rehabilitation options.
 - c. Economic analysis of cost options.
 - d. Recommendations for further analysis.
 - 2. Comment review and resolution for final reports.
 - a. Includes one revision to the report.
- G. Meetings
 - 1. Coordination Meeting
 - a. Two traffic control meetings with City of Grand Island staff will be conducted and attended by two (2) PB staff.
 - 2. Report presentation to City of Grand Island, attended by two (2) PB staff.
- H. To be provided by City
 - 1. All retaining wall information.
 - 2. City to supply traffic control for the cost effectiveness of the field operations. Traffic control to meet identified minimum daytime work schedule from 8:30 am to 3:30 pm, including weekends and excluding holidays. If traffic control is removed due to other City emergency issues, the schedule and cost may need to be revised and additional cost may apply.
 - 3. Events related or other field work restrictions.
- I. Assumptions:
 - 1. For the purpose of this study, only a limited analysis will be completed on all retaining walls outside the footprint of all bridge across the underpass.

2. Scope does not include any work under and coordination or permitting with the Union Pacific Railroad (UPRR).
 3. Life Cycle Cost Analysis will utilize the most current Average Unit Price (AUP) from the Nebraska Department of Roads (NDOR) or other AUP available.
 4. This work will be completed concurrently with the Bridge Deck Analysis.
 5. For purposes of the study, PB will evaluate a total of 200 feet of retaining wall, one – 100 foot section for each of the two locations. The City of Grand Island has directed PB that findings will be considered uniform for all retaining wall locations at Eddy Street and Sycamore Street underpasses.
- J. Schedule: Submittal of Final Report with 120 days from receipt of Notice to Proceed (NTP). The City of Grand Island shall coordinate the NTP with PB to allow for completion within proposed time.
- K. Cost Proposal: Exhibit 'B2'

Cost Proposal for City of Grand Island - Retaining Wall Service Life Cost Analysis																								EXHBIT B2								
City of Grand Island, Nebraska																								prepared by Parsons Brinckerhoff, February 25, 2013								
Fee Distribution by Phase				Hours		Fee	Visual Observations	Perform crack, delamination/corrosion evidence survey	Identify & Coordinate Traffic Control needs	Prepare drawings to show location, type & extend of deficiencies	Identify critical structural conditions	Identify Repair/Rehab/Replacement needs for a minimum 30 year service life			Life Cycle Cost Analysis considering Repair	Life Cycle Cost Analysis considering Rehabilitation	Life Cycle Cost Analysis considering Replacement	Field Operations	Data Collection within Standard Industry Practices	Report Review	Project schedules & Assignments	Invoices and monthly progress reports	Project Correspondence	Project Records	Draft Report	Final Report			Coordination Meeting - Traffic Control	Report Presentation		
Task 1	Corrosion & Structural Engineering Evaluation			38		\$ 3,886.86																										
Task 2	Comprehensive Engineering Evaluation			72		\$ 7,904.98																										
Task 3	Perform comprehensive life cycle cost analysis			6		\$ 1,424.99																										
Task 4	QA/QC			2		\$ 475.00																										
Task 5	Project Administration			8		\$ 593.17																										
Task 6	Project Deliverables			10		\$ 1,487.90																										
Task 7	Meeting			2		\$ 226.90																										
	Subconsultants					\$ 18,695.00																										
	Reimbursable Expenses					\$ -																										
	Total Labor and Expenses			138		\$34,694.79	1.1	1.2	1.3	1.4	2.1	2.2	2.3	2.4	3.1	3.2	3.3	4.1	4.2	4.3	5.1	5.2	5.3	5.4	6.1	6.2	6.3	6.4	7.1	7.2	7.3	7.4
	Staff	Total Hours	Direct Labor Rate	Labor Cost Budget	Task 1: Corrosion & Structural Engineering Evaluation				Task 2: Comprehensive Engineering Evaluation				Task 3: Perform comprehensive life cycle cost analysis			Task 4: QA/QC			Task 5: Project Administration				Task 6: Project Deliverables				Task 7: Meetings					
PIC	Principle-in-Charge Fredrickson	2	\$60.10	\$ 120.20																					1	1						
PM	Project Management Rathjen	22	\$39.17	\$ 861.74	6	6	2	6																					2			
Admin	Administration Morris	12	\$25.60	\$ 307.20																	4	1	1	2	2	2						
DPM	Deputy Project Management Garcia	5	\$82.00	\$ 410.00											1	1	1				1				1							
SE	Structural Evaluation Elwell	4	\$68.48	\$ 273.92							2	2																				
	Christie	50	\$27.86	\$ 1,393.00	4	4		2	16	24																						
	Long	20	\$53.05	\$ 1,061.00					8	12																						
	Hill	16	\$35.00	\$ 560.00				8		8																						
QA	Quality Control and Assurance Hamada	2	\$63.56	\$ 127.12											1	1	1				1							2				
	Garcia	5	\$82.00	\$ 410.00											1	1	1				1				1							
	Total Labor Cost	138		\$ 5,524.18																												
	PB Overhead (Includes .3% for Facilities Cost to Capitol)		158.60%	\$ 8,761.35																												
	Facilities Capital Cost of Money		0.20%	\$ 11.05																												
	PB Margin		12%	\$ 1,715.59																												
	Escalation		0%	\$ -																												
2.8963	Total Labor Revenue Budget			\$ 16,012.17																												
	Subconsultant Revenue Budget																															
	Consultant - SIVA			\$ 17,199.00																												
	Consultant - ConCorr			\$ 1,496.00																												
	Expense Revenue Budget																															
page	Repro (8.5 x 11 / 11 x 17)		\$ 0.50	\$ -																												
page	Prints & Plots (Large Format)		\$ 10.00	\$ -																												
package	Postage & Delivery		\$ 15.00	\$ -																												
miles	Travel (Ground)		\$ 0.565	\$ -																												
trip	Travel (Airfare)		\$ 800.00	\$ -																												
day	Lodging (cost + taxes)		\$ 92.00	\$ -																												
day	Meals		\$ 46.00	\$ -																												
day	Car Rental		\$ 60.00	\$ -																												
gallon	Fuel		\$ 4.00	\$ -																												
week	Other (manlift)		\$ 700.00	\$ -																												
	Total PB Revenue Budget				\$ 34,707.17																											

RESOLUTION 2013-119

WHEREAS, on November 16, 2012 the Engineering Division of the Public Works Department for the City of Grand Island, advertised for Request for Statements of Qualifications for Consulting Engineering Services Related to Grand Island Eddy Street and Sycamore Street Union Pacific Railroad Underpass Bridges; and

WHEREAS, on December 6, 2012 Statements of Qualifications for such engineering services were opened and evaluated by Public Works Project Manager Scott Griepenstroh, Street Superintendent Shannon Callahan, and Interim Public Works Director Terry Brown based on established criteria; and

WHEREAS, the Statement of Qualifications submitted by Parsons Brinkerhoff, Inc. of Lincoln, Nebraska received the highest ranking based on the established criteria; and

WHEREAS, such work will consist of performing testing to determine specific deck distresses resulting from high chloride concentration, corrosion of reinforcing steel, poor concrete condition, and other structural factors; and

WHEREAS, through negotiations to develop the final scope, it was determined that a 30 year extension of the useful life for each bridge deck was tenable, and the scope would also include testing to evaluate the expected service life of the abutment supports and adjacent retaining walls, and

WHEREAS, the agreement was negotiated for the work to be performed at actual costs with a maximum amount of \$116,959.87, including a fixed fee of \$4,860.95, (\$82,252.70 for the four bridges and \$34,707.17 for the retaining walls).

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with Parsons Brinckerhoff, Inc. of Lincoln, Nebraska with a maximum amount of \$116,959.87 for the evaluation of the bridges and retaining wall conditions on the Eddy Street and Sycamore Street Union Pacific Railroad Underpass Bridges is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 23, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 19, 2013	☐ City Attorney



City of Grand Island

Tuesday, April 23, 2013

Council Session

Item G-15

**#2013-120 - Approving State Bid Award for (1) 2013 F350
Extended Cab Diesel Ford 4x4 Pickup for the Wastewater Division
of the Public Works Department**

Staff Contact: John Collins PE, Public Works Director

Council Agenda Memo

From: Marvin Strong, Wastewater Plant Engineer

Meeting: March 12, 2013

Subject: Approving State Bid Award for (1) 2013 3500HD Chevrolet Silverado 4x4 Pickup for the Wastewater Division of the Public Works Department

Item #'s: G-15

Presenter(s): Terry Brown, Interim Public Works Director

Background

The Wastewater Division of the Public Works Department budgeted for a pickup for daily work duties within Collection Services. The approved FY 2013 budget included \$40,000.00 for replacement of a pickup in the Wastewater Division.

Discussion

The vehicle specifications awarded under State of Nebraska Contract #13417 OC meet all of the requirements for the Wastewater Division vehicle. Sid Dillon Crete, Inc. of Crete, Nebraska submitted a bid with no exceptions in the amount of \$37,908.00. There are sufficient funds for this purchase in Account No. 53030054-85625.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the State Bid Award to Sid Dillon Crete, Inc. of Crete, Nebraska in the amount of \$37,908.00 for the 2013 3500HD Chevrolet Silverado 4x4 Pickup for the Wastewater Division of the Public Works Department.

Sample Motion

Move to approve the resolution.

RESOLUTION 2013-120

WHEREAS, the Wastewater Division of the Public Works Department for the City of Grand Island, budgeted for a vehicle in the 2012/2013 fiscal year; and

WHEREAS, said vehicle, a 2013 3500HD Chevrolet Silverado 4x4 pickup, can be obtained from the State Contract holder; and

WHEREAS, purchasing the vehicle from the State Contract meets all statutory bidding requirements, and

WHEREAS, Sid Dillon Crete, Inc. of Crete, Nebraska submitted a bid with no exceptions in the amount of \$37,908.00; and

WHEREAS, the funding for such vehicle is provided in the 2012/2013 budget; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of a 2013 3500HD Chevrolet Silverado 4x4 pickup in the amount of \$37,908.00 from the State Contract holder, Sid Dillon Crete, Inc. of Crete, Nebraska is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 23, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
April 19, 2013	▣ City Attorney



City of Grand Island

Tuesday, April 23, 2013

Council Session

Item G-16

**#2013-121 - Approving Work Directive No. 1 in Lift Station No. 7
Improvements Project No. 2011-S-1A**

Staff Contact: John Collins PE, Public Works Director

Council Agenda Memo

From: Marvin Strong, Waste Water Treatment Plant Engineer

Meeting: April 23, 2013

Subject: Approving Work Directive No. 1 in Lift Station No. 7 Improvements Project No. 2011-S-1A

Item #'s: G-16

Presenter(s): John Collins, Public Works Director

Background

Public Works in conjunction with Community Development have developed multi-year contracts in upgrades for the capacity and quality of sanitary sewer in an area of Grand Island defined as the Lift Station No. 7 Watershed. The projects are Community Development Block Grant (CDBG) Disaster Recovery Programs.

On July 26, 2012 an ad to bidders for Project WWTP-2011-S-1A, Lift Station No. 7 Improvements was published in the Grand Island Daily Independent.

On August 28, 2012 City Council awarded, Project WWTP-2011-S-1A, Lift Station No. 7 Improvements to The Diamond Engineering Company of Grand Island, Nebraska, in the amount of \$479,558.95.

On March 12, 2013 City Council approved Change Order No. 1 encompassing work to remove asbestos found in the roofing material by B2 Environmental, Inc.

Discussion

Work Change Directive No. 1 incorporates a required mechanical fitting to transition from the existing forced pumping main to new piping systems.

The Work Change Directive amount is an estimated addition of \$466.00. A Change Order reflecting the actual costs shall be presented at a later council date.

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 authorization to proceed with scope described in Work Change Directive No. 1 with The Diamond Engineering Company of Grand Island, Nebraska.

Sample Motion

Move to approve the Mayor of the City of Grand Island, Nebraska authorized on behalf of the City of Grand Island to execute a Work Change Directive No. 1 with The Diamond Engineering Company of Grand Island, Nebraska.

Work Change Directive

No. 1

Date of Issuance: April 5, 2013

Effective Date: April 5, 2013

Project: Lift Station No. 7 Improvements	Owner: City of Grand Island	Owner's Contract No.: 2011-S-1A
Contract: Lift Station No. 7 Improvements		Date of Contract:
Contractor: The Diamond Engineering Company		Engineer's Project No.: 011-2347

Contractor is directed to proceed promptly with the following change(s):

Item No.	Description
1	Install a transition fitting to transition from the existing HDPE force main to ductile iron pipe

Attachments (list documents supporting change):

None

Purpose for Work Change Directive:

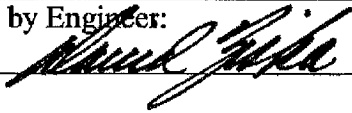
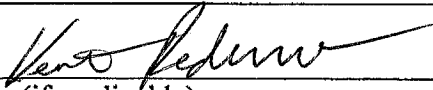
Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- ☐ Nonagreement on pricing of proposed change.
- ☒ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price \$466.00 (increase)

Contract Time 0 (increase/decrease)
days

Recommended for Approval by Engineer:	Date
	<u>4/4/13</u>
Authorized for Owner by:	Date
Received for Contractor by:	Date
	<u>4/4/13</u>
Received by Funding Agency (if applicable):	Date:

RESOLUTION 2013-121

WHEREAS, Advertisement to Bidders for Lift Station No. 7 Improvements, Project No. 2011-S-1A was published in the Grand Island Daily Independent on July 26, 2012, and

WHEREAS, on August 16, 2012 bids were received, opened and reviewed; and

WHEREAS, On August 28, 2012 City Council awarded, Project WWTP-2011-S-1A, Lift Station No. 7 Improvements to The Diamond Engineering Company of Grand Island, Nebraska, in the amount of \$479,558.95; and

WHEREAS, On March 12, 2013 City Council approved Change Order No. 1 encompassing professional services for removal, and disposal of asbestos in a previous roofing system for the amount of \$1 ,897.50; and

WHEREAS, Work Change Directive No. 1 incorporates a required mechanical fitting to transition from the existing forced pumping main to new piping systems, in the estimated amount of \$466.00

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that authorization to proceed with scope described in Work Change Directive No. 1 with The Diamond Engineering Company of Grand Island, Nebraska is hereby approved; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such Work Change Directive on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 23, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 23, 2013	☐ City Attorney



City of Grand Island

Tuesday, April 23, 2013

Council Session

Item G-17

#2013-122 - Approving Agreement for Temporary Construction Easements & Leasehold Agreements for the Various Locations 2013 Federal Aid Resurfacing Project

Staff Contact: John Collins PE, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: November 13, 2012

Subject: Approving Agreement for Temporary Construction Easements & Leasehold Agreements for the Various Locations 2013 Federal Aid Resurfacing Project

Item #'s: G-17

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

Background

The City of Grand Island Public Works Department sought federal Surface Transportation Program (STP) funds for the Various Locations in Grand Island Resurfacing project. This proposed project consists of removing 2" of existing bituminous surfacing (i.e. asphalt) by cold milling and placement of 2" new Asphaltic Concrete in the following locations:

- Blaine Street – Garland Street to Stolley Park Road
- Blaine Street – Stolley Park Road to the Beltline Trail
- First Street – Walnut Street to Sycamore Street
- North Road - 13th Street to State Street
- Independence Avenue – Capital Avenue to Nebraska Highway 2
- Broadwell Avenue - Anna Street to Second Street
- Broadwell Avenue – Second Street to State Street

This project is coordinated with and supplements the Grand Island Streets Division Pavement Preservation Plan. This project will relieve the City of funding these improvements solely with Capital Improvement Program funds.

Temporary Construction easements and Leasehold Agreements are necessary for this project to be completed, which must be approved by City Council.

Discussion

A temporary construction easement will be needed from 30 property owners, along with 10 leasehold agreements, in this project area. All documents have been signed and

returned by the property owners and lessees. Authorization of the documents is contingent upon City Council approval. Following is a summary of the payments, totaling \$10,645.00, for each of the properties.

No.	Property Owner	Legal Description	Easement Payment (minimum \$100.00)	Payment of Damages	Total
1	Woodland Park Townhomes, LLC	Part of Lot 1, Block 3 of Woodland Park Fifth Subdivision, located in the Southwest Quarter of the Southeast Quarter (SW 1/4, SE 1/4) of Section 2, Township 11 North, Range 10 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The West 5.00 feet of the North 9.00 feet of said Lot 1. Said temporary easement contains a calculated area of 45.01 square feet more or less.	45.01 s.f. @ \$.34/s.f.	Replace damaged underground sprinkler system @ \$200	\$300.00
2	Woodland Park Townhomes, LLC	Part of Lot 5, Block 2 of Woodland Park Fifth Subdivision, located in the Southwest Quarter of the Southeast Quarter (SW 1/4, SE 1/4) of Section 2, Township 11 North, Range 10 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The West 5.00 feet of the South 6.00 feet of said Lot 5. Said temporary easement contains a calculated area of 30.01 square feet more or less.	30.01 s.f. @ \$.34/s.f.	Replace damaged underground sprinkler system @ \$200	\$300.00
3	Woodland Park Townhomes, LLC	Part of Lot 1, Block 2 of Woodland Park Fifth Subdivision, located in the Southwest Quarter of the Southeast Quarter (SW 1/4, SE 1/4) of Section 2, Township 11 North, Range 10 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The West 5.00 feet of the North 5.00 feet of said Lot 1. Said temporary easement contains a calculated area of 25.01 square feet more or less.	25.01 s.f. @ \$.34/s.f.	Replace damaged underground sprinkler system @ \$200	\$300.00
4	Woodland Park Townhomes, LLC	Part of Lot 1, Block 1 of Woodland Park Fifth Subdivision, located in the Southwest Quarter of the Southeast Quarter (SE 1/4, SE 1/4) of Section 2, Township 11 North, Range 10 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The West 9.00 feet of the South 6.00 feet of said Lot 1. Said temporary easement contains a calculated area of 54.02 square feet more or less.	54.02 s.f. @ \$.34/s.f.	Replace damaged underground sprinkler system @ \$200	\$300.00

5	Allan R Milam	Part of Lot 1 of Woodland Park Seventh Subdivision, located in the Northwest Quarter of the Southeast Quarter (NW 1/4, SE 1/4) of Section 2, Township 11 North, Range 10 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The west 9.00 feet of the north 9.00 feet of said Lot 1. Said temporary easement contains a calculated area of 81.02 square feet more or less.	81.02 s.f. @ \$.34/s.f.	Replace damaged underground sprinkler system @ \$200	\$300.00
6	Kent E. Vogt	Part of Lot 1 of Woodland Park Sixth Subdivision, located in the Northwest Quarter of the Southeast Quarter (NW 1/4, SE 1/4) of Section 2, Township 11 North, Range 10 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The West 9.00 feet of the South 9.00 feet of said Lot 1. Said temporary easement contains a calculated area of 81.02 square feet more or less.	81.02 s.f. @ \$.34/s.f.	Replace damaged underground sprinkler system @ \$200	\$300.00
7	Sara R Mann and Anthony P Mann	Part of Lot 1, Block 3 of Woodland Park Second Subdivision, located in the Southwest Quarter of the Northeast Quarter (SW 1/4, NE 1/4) of Section 2, Township 11 North, Range 10 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The West 6.00 feet of the North 7.00 feet of said Lot 1. Said temporary easement contains a calculated area of 42.00 square feet more or less.	42.00 s.f. @ \$.25/s.f.	Replace damaged underground sprinkler system @ \$200	\$300.00
8	Kenneth R Swanson and Melissa A Swanson	Part of Lot 6, Block 2 of Woodland Park Second Subdivision, located in the Northwest Quarter of the Southeast Quarter (NW 1/4, SE 1/4) of Section 2, Township 11 North, Range 10 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The West 6.00 feet of the South 7.00 feet of said Lot 6. Said temporary easement contains a calculated area of 42.00 square feet more or less.	42.00 s.f. @ \$.25/s.f.	Replace damaged underground sprinkler system @ \$100	\$200.00
9	Nathan P Pfeifer and Shelli M Pfeifer	Part of Lot 1, Block 2 of Woodland Park Second Subdivision, located in the Northwest Quarter of the Southeast Quarter (NW 1/4, SE 1/4) of Section 2, Township 11 North, Range 10 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The West 10.00 feet of the North 14.00 feet of said Lot 1. Said temporary easement contains a calculated area of 140.00 square feet more or less.	140.00 s.f. @ \$.25/s.f.	Replace damaged underground sprinkler system @ \$130.00	\$230.00

10	Philip J Welding and Shirley A Welding	Part of Lot 1, Block 1 of Woodland Park Second Subdivision, located in the Northwest Quarter of the Southeast Quarter (NW 1/4, SE 1/4) of Section 2, Township 11 North, Range 10 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The West 6.00 feet of the South 5.00 feet of said Lot 1. Said temporary easement contains a calculated area of 30.00 square feet more or less.	30.00 s.f. @ \$.27/s.f.	Replace damaged underground sprinkler system @ \$90.00	\$190.00
11	Kenmare Owners Association	Part of Outlot 'A' of Kenmare Subdivision, located in the Southwest Quarter of the Northeast Quarter (SW 1/4, NE 1/4) of Section 29, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the Northeast corner of said Outlot 'A', said point also being the point of intersection of the south right-of-way (R.O.W.) line of Pioneer Boulevard and the West R.O.W. line of Blaine Street, said point also being the point of beginning; thence south along the east line of said Outlot 'A' and said west R.O.W. line a distance of 5.00 feet; thence west and parallel with said south R.O.W. line of Pioneer Boulevard a distance of 7.00 feet; thence north and parallel to said west R.O.W. line of Blaine Street a distance of 5.00 feet to a point on said south R.O.W. line of Pioneer Boulevard; thence east along said south R.O.W. line a distance of 7.00 feet to the point of beginning. Said temporary easement contains a calculated area of 35.01 square feet more or less.	35.01 s.f. @ \$0.00/s.f.	None	\$100.00
12	Nancy L Kelly	Part of an unplatted tract, located in the Southwest Quarter of the Northeast Quarter (SW 1/4, NE 1/4) of Section 29, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the Southeast corner of said unplatted tract, said point also being the point of intersection of the north right-of-way (R.O.W.) line of Pioneer Boulevard and the west R.O.W. line of Blaine Street, said point also being the point of beginning; thence west along the south line of said unplatted tract a distance of 13.24 feet; thence northeast a distance of 21.03 feet to a point on the east line of said unplatted tract; thence south along said east line a distance of 16.17 feet to the point of beginning. Said	106.98 s.f. @ \$0.00/s.f.	None	\$100.00

		temporary easement contains a calculated area of 106.98 square feet more or less.			
13	T & S Properties, LLC	Part of Lot 1, Block 16 of Packer and Barr's Addition, located in the East Half of the Southeast Quarter (E 1/2, SE 1/4) of Section 17, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the Southeast corner of said Lot 1, said point also being the point of beginning; thence west along the south line of said Lot 1 a distance of 12.00 feet; thence north and parallel to the east line of said Lot 1 a distance of 5.00 feet; thence east and parallel to said south line a distance of 7.00 feet; thence north and parallel to said east line a distance of 12.00 feet; thence east and parallel to said south line a distance of 5.00 feet to a point on said east line; thence south along said east line a distance of 17.00 feet to the point of beginning. Said temporary easement contains a calculated area of 120.00 square feet more or less.	120.00 s.f. @ \$.50/s.f.	None	\$100.00
14	Julio Minjarez-Torres and Nicolasa Minjarez	Part of Lot 2, Block 1 of Packer and Barr's Addition, located in the Northeast Quarter of the Southeast Quarter (NE 1/4, SE 1/4) of Section 17, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the northeast corner of said Lot 2; thence south along the east line of said Lot 2 a distance of 10.00 feet to a corner on the proposed right-of-way, said point also being the point of beginning; thence continuing south along said east line a distance of 3.88 feet; thence northwest a distance of 22.17 feet to a point on the north line of said Lot 2, said point also being 17.13 feet from said northeast corner of said Lot 2; thence east along said north line a distance of 4.79 feet to a corner on the proposed right-of-way; thence southeast along said proposed right-of-way a distance of 15.97 feet to the point of beginning. Said temporary easement contains a calculated area of 57.20 square feet more or less.	57.20 s.f. @ \$.20/s.f.	None	\$ 100.00
15	Lorraine S Tagge	Part of Lot 10, Block 1 of Bonnie Brae Addition, located in the Northwest Quarter of the Southwest Quarter (NW 1/4, SW 1/4) of Section 16, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the	42.26 s.f. @ \$.20/s.f.	Replace damaged landscaping items @ \$290.00	\$390.00

		southwest corner of said Lot 10; thence north along the west line of said Lot 10 a distance of 6.09 feet to a corner on the proposed right-of-way (R.O.W.) said point also being the point of beginning; thence continuing north along said west line a distance of 3.00 feet; thence northeasterly a distance of 16.87 feet to a point on the southerly line of said Lot 10; thence southwesterly along said southerly line a distance of 6.32 feet to a point on the corner of the proposed R.O.W.; thence southwesterly along said proposed R.O.W. a distance of 11.30 feet to the point of beginning. Said temporary easement contains a calculated area of 42.26 square feet more or less.			
15L	Ken Scholl	Part of Lot 10, Block 1 of Bonnie Brae Addition, located in the Northwest Quarter of the Southwest Quarter (NW 1/4, SW 1/4) of Section 16, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the southwest corner of said Lot 10; thence north along the west line of said Lot 10 a distance of 6.09 feet to a corner on the proposed right-of-way (R.O.W.) said point also being the point of beginning; thence continuing north along said west line a distance of 3.00 feet; thence northeasterly a distance of 16.87 feet to a point on the southerly line of said Lot 10; thence southwesterly along said southerly line a distance of 6.32 feet to a point on the corner of the proposed R.O.W.; thence southwesterly along said proposed R.O.W. a distance of 11.30 feet to the point of beginning. Said temporary easement contains a calculated area of 42.26 square feet more or less.	Leasehold Interest	None	\$100.00
16	Yen Chi Sun and Hsien Boo	Part of Lot 7, Block 3 of Lambert's Second Addition, located in the Southeast Quarter of the Northeast Quarter (SE 1/4, NE 1/4) of Section 17, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The east 8.50 feet of the south 13.00 feet of said Lot 7. Said temporary easement contains a calculated area of 110.51 square feet more or less.	110.51 s.f. @ \$.30/s.f.	None	\$100.00

17	J & B Rentals, LLC	Part of Lot 4, Block 12 and Lot 5, Block 12 of Gilbert's Addition, located in the West Half of the Northwest Quarter (W 1/2, NW 1/4) of Section 16, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the southwest corner of said Lot 5, thence north along the west line of said Lot 4 and said Lot 5 a distance of 29.16 feet to the point of beginning; thence continuing north along said west line a distance of 12.00 feet; thence east a distance of 5.00 feet; thence south and parallel to said west line a distance of 12.00 feet; thence west a distance of 5.00 feet to the point of beginning. Said temporary easement contains a calculated area of 60.01 square feet more or less.	60.01 s.f. @ \$.20/s.f.	None	\$100.00
17L	Cecilia Morales	Part of Lot 4, Block 12 and Lot 5, Block 12 of Gilbert's Addition, located in the West Half of the Northwest Quarter (W 1/2, NW 1/4) of Section 16, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the southwest corner of said Lot 5, thence north along the west line of said Lot 4 and said Lot 5 a distance of 29.16 feet to the point of beginning; thence continuing north along said west line a distance of 12.00 feet; thence east a distance of 5.00 feet; thence south and parallel to said west line a distance of 12.00 feet; thence west a distance of 5.00 feet to the point of beginning. Said temporary easement contains a calculated area of 60.01 square feet more or less.	Leasehold Interest	None	\$100.00

18	Dilma E Escobar	Part of Lot 1, Block 7 of Boggs and Hill's Addition, located in the Northeast Quarter of the Northeast Quarter (NE 1/4, NE 1/4) of Section 17, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the northeast corner of said Lot 1, said point also being the point of beginning; thence south along the east line of said Lot 1 a distance of 15.00; thence west and parallel to the north line of said Lot 1 a distance of 5.00 feet; thence north and parallel to said east line a distance of 10.00 feet; thence west and parallel to said north line a distance of 4.50 feet; thence north and parallel to said east line a distance of 5.00 feet to the point on the north line of said Lot 1; thence east along said north line a distance of 9.50 feet to the point of beginning. Said temporary easement contains a calculated area of 97.50 square feet more or less.	97.50 s.f. @ \$.20/s.f.	Chain link fence removal and replacement @ \$630.00	\$730.00
18L	Brenda Sandoval	Part of Lot 1, Block 7 of Boggs and Hill's Addition, located in the Northeast Quarter of the Northeast Quarter (NE 1/4, NE 1/4) of Section 17, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the northeast corner of said Lot 1, said point also being the point of beginning; thence south along the east line of said Lot 1 a distance of 15.00; thence west and parallel to the north line of said Lot 1 a distance of 5.00 feet; thence north and parallel to said east line a distance of 10.00 feet; thence west and parallel to said north line a distance of 4.50 feet; thence north and parallel to said east line a distance of 5.00 feet to the point on the north line of said Lot 1; thence east along said north line a distance of 9.50 feet to the point of beginning. Said temporary easement contains a calculated area of 97.50 square feet more or less.	Leasehold Interest	None	\$100.00

19	Tomas Ticum Ventura and Orquidia A Archila De Ticum	Part of Lot 16, Block 1 of Boggs and Hill's Addition, located in the Northeast Quarter of the Northeast Quarter (NE 1/4, NE 1/4) of Section 17, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the southeast corner of said Lot 16, said point also being the point of beginning; thence on west along the south line of said Lot 16 a distance of 17.50 feet; thence north and parallel to the east line of said Lot 16 a distance of 5.00 feet; thence east and parallel to said south line a distance of 12.50 feet; thence north and parallel to said east line a distance of 42.50 feet; thence east and parallel to said south line a distance of 5.00 feet to a point on said east line; thence south along said east line a distance of 47.50 feet to the point of beginning. Said temporary easement contains a calculated are of 300.00 square feet more or less.	300.00 s.f. @ \$.20/s.f.	None	\$100.00
19L	Trent Eckhoff	Part of Lot 16, Block 1 of Boggs and Hill's Addition, located in the Northeast Quarter of the Northeast Quarter (NE 1/4, NE 1/4) of Section 17, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the southeast corner of said Lot 16, said point also being the point of beginning; thence on west along the south line of said Lot 16 a distance of 17.50 feet; thence north and parallel to the east line of said Lot 16 a distance of 5.00 feet; thence east and parallel to said south line a distance of 12.50 feet; thence north and parallel to said east line a distance of 42.50 feet; thence east and parallel to said south line a distance of 5.00 feet to a point on said east line; thence south along said east line a distance of 47.50 feet to the point of beginning. Said temporary easement contains a calculated are of 300.00 square feet more or less.	Leasehold Interest	None	\$100.00

20	J & B Rentals, LLC	Part of Lot 1, Block 1 of Boggs and Hill's Addition, located in the Northeast Quarter of the Northeast Quarter (NE 1/4, NE 1/4) of Section 17, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the southeast corner of Lot 16, Block 1 of Boggs and Hill's Addition; thence on an assumed bearing of N01 01'21"W along the east line of said Lot 16 a distance of 120.32 feet to the calculated southeast corner of Lot 1, Block 1; thence continuing N01 01'21"W along said east line a distance of 91.29 feet to the point of beginning; thence S89 33'56"W a distance of 5.00 feet; thence N01 01'21"W and parallel to said east line a distance of 9.79 feet; thence N45 38'36"W a distance of 27.38 feet to a point on the north line of said Lot 1; thence N89 44'08"E along said north line a distance of 7.12 feet to a corner on the proposed right-of-way; thence S45 38'36"E along said proposed right-of-way a distance of 24.37 feet to a point on said east line; thence S01 01'21"E along said east line a distance of 11.88 feet to the point of beginning. Said temporary easement contains a calculated area of 183.53 square feet more or less.	185.53 s.f. @ \$.20/s.f.	Shrub @ \$850.00	\$950.00
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20L	Robert and Judy Streeter	Part of Lot 1, Block 1 of Boggs and Hill's Addition, located in the Northeast Quarter of the Northeast Quarter (NE 1/4, NE 1/4) of Section 17, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the southeast corner of Lot 16, Block 1 of Boggs and Hill's Addition; thence on an assumed bearing of N01 01'21"W along the east line of said Lot 16 a distance of 120.32 feet to the calculated southeast corner of Lot 1, Block 1; thence continuing N01 01'21"W along said east line a distance of 91.29 feet to the point of beginning; thence S89 33'56"W a distance of 5.00 feet; thence N01 01'21"W and parallel to said east line a distance of 9.79 feet; thence N45 38'36"W a distance of 27.38 feet to a point on the north line of said Lot 1; thence N89 44'08"E along said north line a distance of 7.12 feet to a corner on the proposed right-of-way; thence S45 38'36"E along said proposed right-of-way a distance of 24.37 feet to a point on said east line; thence S01 01'21"E along said east line a distance of 11.88 feet to the point of beginning. Said temporary easement contains a calculated area of 183.53 square feet more or less.	Leasehold Interest	None	\$100.00
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21	James D and Colleen M Goodwin	Part of Lot 276 of West Lawn Addition, located in the Southeast Quarter of the Southeast Quarter (SE 1/4, SE 1/4) of Section 8, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the northeast corner of said lot 276; thence on an assumed bearing of S00 39'44"E along the east line of said Lot 276 a distance of 9.39 feet to the point of beginning; thence continuing S00 39'44"E along said east line a distance of 18.85 feet to a corner on the proposed right-of-way; thence S43 43'33"W along said proposed right-of-way a distance of 23.90 feet to a point on the south line of said Lot 276; thence S89 51'35"W a distance of 12.06 feet along said south line; thence N00 39'44"W a distance of 5.00 feet; thence N89 51'35"E and parallel to said south line a distance of 9.98 feet; thence N43 43'33"E a distance of 19.77 feet; thence N00 39'44"W and parallel to said east line a distance of 16.86 feet; thence N89 51'35"E and parallel to said south line a distance of 5.00 feet to the point of beginning. Said temporary easement contains a calculated area of 253.65 square feet more or less.	253.65 s.f. @ \$.20/s.f.	Replaced damaged underground sprinkler system @ \$110	\$210.00
21L	Jared Blecha	Part of Lot 276 of West Lawn Addition, located in the Southeast Quarter of the Southeast Quarter (SE 1/4, SE 1/4) of Section 8, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the southeast corner of said Section 8; thence on an assumed bearing of N00 53'38"W along the east line of said Section 8 a distance of 44.20 feet; thence N89 06'22"W a distance of 33.42 feet to a southeasterly corner of said Lot 276 described in Document No. 93-101561, said point also being on the west right-of-way (R.O.W.) line of Broadwell Avenue and the point of beginning; thence S43 43'33"W along a southeasterly line of said Lot 276 a distance of 14.02 feet to a point on the south line of said Lot 276, said point also being on the north R.O.W. line of 13th Street; thence S89 51'35"W along said north R.O.W. line a distance of 6.94 feet; thence N43 43'33"E a distance of 23.94 feet to a point on said west R.O.W. line; thence S00 39'44"E along said	Leasehold Interest	None	\$100.00

		west R.O.W. line a distance of 7.15 feet to the point of beginning. Said tract contains a calculated area of 94.91 square feet more or less.			
22	The Heirs and Devisees of Vaughn E Larsen, deceased	Part of an unplatted tract as described in Deed Book 86, Page 237, Hall County Register of Deeds, located in the Southeast Quarter of the Southeast Quarter (SE 1/4, SE 1/4) of Section 8, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The east 5.00 feet of the north 12.50 feet of said unplatted tract. Said temporary easement contains a calculated area of 62.50 square feet more or less.	62.50 s.f. @ \$.20/s.f.	None	\$100.00
22L	Frank Sanchez, Jr.	Part of an unplatted tract as described in Deed Book 86, Page 237, Hall County Register of Deeds, located in the Southeast Quarter of the Southeast Quarter (SE 1/4, SE 1/4) of Section 8, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The east 5.00 feet of the north 12.50 feet of said unplatted tract. Said temporary easement contains a calculated area of 62.50 square feet more or less.	Leasehold Interest	None	\$100.00
23L	Alicia Luevano	Part of Lot 193 of West Lawn Addition, located in the Southeast Quarter of the Southeast Quarter (SE 1/4, SE 1/4) of Section 8, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The east 5.00 feet of the south 19.50 feet of said Lot 193. Said temporary easement contains a calculated area of 97.50 square feet more or less.	Leasehold Interest	None	\$100.00
24	Helen E Greenwalt and Janet L Ritz	Part of Lot 181 of West Lawn Addition, located in the Southeast Quarter of the Southeast Quarter (SE 1/4, SE 1/4) of Section 8, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The east 9.50 feet of the north 8.50 feet of said Lot 181. Said temporary easement contains a calculated area of 80.75 square feet more or less.	80.75 s.f. @ \$.20/s.f.	None	\$100.00

24L	Lisa Sterling	Part of Lot 181 of West Lawn Addition, located in the Southeast Quarter of the Southeast Quarter (SE 1/4, SE 1/4) of Section 8, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The east 9.50 feet of the north 8.50 feet of said Lot 181. Said temporary easement contains a calculated area of 80.75 square feet more or less.	Leasehold Interest	None	\$100.00
25	Brenda Lynn Norman	Part of Lot 5 of Wade's Subdivision, located in the East Half of the Southeast Quarter (E 1/2, SE 1/4) of Section 8, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The east 5.00 feet of the south 11.50 feet of said Lot 5. Said temporary easement contains a calculated area of 57.50 square feet more or less.	57.50 s.f. @ \$.20/s.f.	Replace damaged underground sprinkler system @ \$200	\$300.00
27	Ronald C Hanover	Part of Lot 112 of West Lawn Addition, located in the Northeast Quarter of the Southeast Quarter (NE 1/4, SE 1/4) of Section 8, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the northeast corner of said Lot 112, said point also being the point of beginning; thence south along the east line of said Lot 112 a distance of 15.50 feet; thence west and parallel to the north line of said Lot 112 a distance of 4.25 feet; thence north and parallel to said east line a distance of 11.25 feet; thence west and parallel to said north line a distance of 15.75 feet; thence north and parallel to said east line a distance of 4.25 feet to a point on said north line; thence east along said north line a distance of 20.00 feet to the point of beginning. Said temporary easement contains a calculated area of 132.81 square feet more or less.	132.81 s.f. @ \$.20/s.f.	Replace damaged bushes @ \$900.00	\$1,000.00
28	JBH Enterprises, LLC	Part of Lot 9 of West Lawn Addition, located in the Northeast Quarter of the Southeast Quarter (NE 1/4, SE 1/4) of Section 8, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The east 4.00 feet of the south 17.75 feet of said Lot 9. Said temporary easement contains a calculated area of 71.00 square feet more or less.	71.00 s.f. @ \$.20/s.f.	None	\$100.00

28L	Pam Shay and Lawrence Wright	Part of Lot 9 of West Lawn Addition, located in the Northeast Quarter of the Southeast Quarter (NE 1/4, SE 1/4) of Section 8, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The east 4.00 feet of the south 17.75 feet of said Lot 9. Said temporary easement contains a calculated area of 71.00 square feet more or less.	Leasehold Interest	None	\$100.00
29	Casey's Retail Company	Part of Lot 12 of Gilbert's Second Addition, located in the Northwest Quarter of the Southwest Quarter (NW 1/4, SW 1/4) of Section 9, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the southwest corner of said Lot 12; thence on an assumed bearing of N00 52'46"W along the west line of said Lot 12 a distance of 52.97 feet to the point of beginning; thence continuing N00 52'46"W along said west line a distance of 30.00 feet; thence N89 07'14"E a distance of 5.00 feet; thence S00 52'46"E and parallel to said west line a distance of 30.00 feet; thence S89 07'14"W a distance of 5.00 feet to the point of beginning. Said temporary easement contains a calculated area of 150.00 square feet more or less.	150.00 s.f. @ \$.80/s.f.	Replace damaged underground sprinklers @ \$225	\$345.00
30	Grand Island Independent Real Estate, LLC	Part of Lot 8, Block 82 of the Original Town of Grand Island, located in the Northeast Quarter of the Southeast Quarter (NE 1/4, SE 1/4) of Section 16, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The easterly 8.00 feet of the southerly 17.00 feet of said Lot 8. Said temporary easement contains a calculated area of 136.01 square feet more or less.	136.01 s.f. @ \$.80/s.f.	Replace damaged underground sprinkler system @ \$400 & replace damaged shrub and landscaping @ \$680.00	\$1,190.00

31	Wheeler Street Partnership	Part of Lot 8, Block 81 of the Original Town of Grand Island, located in the Northeast Quarter of the Southeast Quarter (NE 1/4, SE 1/4) of Section 16, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the southeasterly corner of said Lot 8, said point also being the point of beginning; thence westerly along the southerly line of said Lot 8 a distance of 9.00 feet; thence northerly and parallel to the easterly line of said Lot 8 a distance of 6.00 feet; thence easterly and parallel to said southerly line a distance of 7.00 feet; thence northerly and parallel to said easterly line a distance of 6.00 feet; thence easterly and parallel to said southerly line a distance of 2.00 feet to a point on the easterly line of said Lot 8; thence southerly along said easterly line a distance of 12.00 feet to the point of beginning. Said temporary easement contains a calculated area of 66.00 square feet more or less.	66.00 s.f. @ \$.80/s.f.	Replace damaged underground sprinkler system @ \$100 & Replace damaged shrub and landscaping @ \$610	\$810.00
32	Enviro-Clean Contractors, Inc.	Part of Lot 1, Block 89 of the Original Town of Grand Island, located in the Northeast Quarter of the Southeast Quarter (NE 1/4, SE 1/4) of Section 16, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the northeasterly corner of said Lot 1, said point also being the point of beginning; thence southerly along the east line of said Lot 1 a distance of 5.71 feet; thence westerly and parallel to the northerly line of said Lot 1 a distance of 10.58 feet; thence northerly a distance of 5.00 feet to a point on said northerly line; thence easterly along said northerly line a distance of 13.34 feet to the point of beginning. Said temporary easement contains a calculated area of 59.79 square feet more or less.	59.79 s.f. @ \$.80/s.f.	None	\$100.00
					\$10,745.00

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 Agreement for Temporary Construction Easements and Leasehold Agreements between the City of Grand Island, Public Works Department and the affected property owners/lessees in the Various Locations 2013 Federal Aid Resurfacing Project.

Sample Motion

Move to approve the Temporary Construction Easements and Leasehold Agreements.

RESOLUTION 2013-122

WHEREAS, temporary construction easement and leasehold agreements are required by the City of Grand Island, from the affected property owners/lessees in the Various Locations 2013 Federal Aid Resurfacing Project area, as follows:

No.	Property Owner	Legal Description	Easement Payment (minimum \$100.00)	Payment of Damages	Total
1	Woodland Park Townhomes, LLC	Part of Lot 1, Block 3 of Woodland Park Fifth Subdivision, located in the Southwest Quarter of the Southeast Quarter (SW 1/4, SE 1/4) of Section 2, Township 11 North, Range 10 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The West 5.00 feet of the North 9.00 feet of said Lot 1. Said temporary easement contains a calculated area of 45.01 square feet more or less.	45.01 s.f. @ \$.34/s.f.	Replace damaged underground sprinkler system @ \$200	\$300.00
2	Woodland Park Townhomes, LLC	Part of Lot 5, Block 2 of Woodland Park Fifth Subdivision, located in the Southwest Quarter of the Southeast Quarter (SW 1/4, SE 1/4) of Section 2, Township 11 North, Range 10 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The West 5.00 feet of the South 6.00 feet of said Lot 5. Said temporary easement contains a calculated area of 30.01 square feet more or less.	30.01 s.f. @ \$.34/s.f.	Replace damaged underground sprinkler system @ \$200	\$300.00
3	Woodland Park Townhomes, LLC	Part of Lot 1, Block 2 of Woodland Park Fifth Subdivision, located in the Southwest Quarter of the Southeast Quarter (SW 1/4, SE 1/4) of Section 2, Township 11 North, Range 10 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The West 5.00 feet of the North 5.00 feet of said Lot 1. Said temporary easement contains a calculated area of 25.01 square feet more or less.	25.01 s.f. @ \$.34/s.f.	Replace damaged underground sprinkler system @ \$200	\$300.00
4	Woodland Park Townhomes, LLC	Part of Lot 1, Block 1 of Woodland Park Fifth Subdivision, located in the Southwest Quarter of the Southeast Quarter (SE 1/4, SE 1/4) of Section 2, Township 11 North, Range 10 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The West 9.00 feet of the South 6.00 feet of said Lot 1. Said temporary easement contains a calculated area of 54.02 square feet more or less.	54.02 s.f. @ \$.34/s.f.	Replace damaged underground sprinkler system @ \$200	\$300.00

Approved as to Form ☐ _____
 April 19, 2013 ☐ City Attorney

5	Allan R Milam	Part of Lot 1 of Woodland Park Seventh Subdivision, located in the Northwest Quarter of the Southeast Quarter (NW 1/4, SE 1/4) of Section 2, Township 11 North, Range 10 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The west 9.00 feet of the north 9.00 feet of said Lot 1. Said temporary easement contains a calculated area of 81.02 square feet more or less.	81.02 s.f. @ \$.34/s.f.	Replace damaged underground sprinkler system @ \$200	\$300.00
6	Kent E. Vogt	Part of Lot 1 of Woodland Park Sixth Subdivision, located in the Northwest Quarter of the Southeast Quarter (NW 1/4, SE 1/4) of Section 2, Township 11 North, Range 10 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The West 9.00 feet of the South 9.00 feet of said Lot 1. Said temporary easement contains a calculated area of 81.02 square feet more or less.	81.02 s.f. @ \$.34/s.f.	Replace damaged underground sprinkler system @ \$200	\$300.00
7	Sara R Mann and Anthony P Mann	Part of Lot 1, Block 3 of Woodland Park Second Subdivision, located in the Southwest Quarter of the Northeast Quarter (SW 1/4, NE 1/4) of Section 2, Township 11 North, Range 10 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The West 6.00 feet of the North 7.00 feet of said Lot 1. Said temporary easement contains a calculated area of 42.00 square feet more or less.	42.00 s.f. @ \$.25/s.f.	Replace damaged underground sprinkler system @ \$200	\$300.00
8	Kenneth R Swanson and Melissa A Swanson	Part of Lot 6, Block 2 of Woodland Park Second Subdivision, located in the Northwest Quarter of the Southeast Quarter (NW 1/4, SE 1/4) of Section 2, Township 11 North, Range 10 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The West 6.00 feet of the South 7.00 feet of said Lot 6. Said temporary easement contains a calculated are of 42.00 square feet more or less.	42.00 s.f. @ \$.25/s.f.	Replace damaged underground sprinkler system @ \$100	\$200.00
9	Nathan P Pfeifer and Shelli M Pfeifer	Part of Lot 1, Block 2 of Woodland Park Second Subdivision, located in the Northwest Quarter of the Southeast Quarter (NW 1/4, SE 1/4) of Section 2, Township 11 North, Range 10 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The West 10.00 feet of the North 14.00 feet of said Lot 1. Said temporary easement contains a calculated area of 140.00 square feet more or less.	140.00 s.f. @ \$.25/s.f.	Replace damaged underground sprinkler system @ \$130.00	\$230.00
10	Philip J Welding and Shirley A Welding	Part of Lot 1, Block 1 of Woodland Park Second Subdivision, located in the Northwest Quarter of the Southeast Quarter (NW 1/4, SE 1/4) of Section 2, Township 11 North, Range 10 West	30.00 s.f. @ \$.27/s.f.	Replace damaged underground sprinkler	\$190.00

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		of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The West 6.00 feet of the South 5.00 feet of said Lot 1. Said temporary easement contains a calculated area of 30.00 square feet more or less.		system @ \$90.00	
11	Kenmare Owners Association	Part of Outlot 'A' of Kenmare Subdivision, located in the Southwest Quarter of the Northeast Quarter (SW 1/4, NE 1/4) of Section 29, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the Northeast corner of said Outlot 'A', said point also being the point of intersection of the south right-of-way (R.O.W.) line of Pioneer Boulevard and the West R.O.W. line of Blaine Street, said point also being the point of beginning; thence south along the east line of said Outlot 'A' and said west R.O.W. line a distance of 5.00 feet; thence west and parallel with said south R.O.W. line of Pioneer Boulevard a distance of 7.00 feet; thence north and parallel to said west R.O.W. line of Blaine Street a distance of 5.00 feet to a point on said south R.O.W. line of Pioneer Boulevard; thence east along said south R.O.W. line a distance of 7.00 feet to the point of beginning. Said temporary easement contains a calculated area of 35.01 square feet more or less.	35.01 s.f. @ \$0.00/s.f.	None	\$100.00
12	Nancy L Kelly	Part of an unplatted tract, located in the Southwest Quarter of the Northeast Quarter (SW 1/4, NE 1/4) of Section 29, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the Southeast corner of said unplatted tract, said point also being the point of intersection of the north right-of-way (R.O.W.) line of Pioneer Boulevard and the west R.O.W. line of Blaine Street, said point also being the point of beginning; thence west along the south line of said unplatted tract a distance of 13.24 feet; thence northeast a distance of 21.03 feet to a point on the east line of said unplatted tract; thence south along said east line a distance of 16.17 feet to the point of beginning. Said temporary easement contains a calculated area of 106.98 square feet more or less.	106.98 s.f. @ \$0.00/s.f.	None	\$100.00
13	T & S Properties, LLC	Part of Lot 1, Block 16 of Packer and Barr's Addition, located in the East Half of the Southeast Quarter (E 1/2, SE 1/4) of Section 17, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County,	120.00 s.f. @ \$.50/s.f.	None	\$100.00

		Nebraska and more particularly described as follows: Commencing at the Southeast corner of said Lot 1, said point also being the point of beginning; thence west along the south line of said Lot 1 a distance of 12.00 feet; thence north and parallel to the east line of said Lot 1 a distance of 5.00 feet; thence east and parallel to said south line a distance of 7.00 feet; thence north and parallel to said east line a distance of 12.00 feet; thence east and parallel to said south line a distance of 5.00 feet to a point on said east line; thence south along said east line a distance of 17.00 feet to the point of beginning. Said temporary easement contains a calculated area of 120.00 square feet more or less.			
14	Julio Minjarez-Torres and Nicolasa Minjarez	Part of Lot 2, Block 1 of Packer and Barr's Addition, located in the Northeast Quarter of the Southeast Quarter (NE 1/4, SE 1/4) of Section 17, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the northeast corner of said Lot 2; thence south along the east line of said Lot 2 a distance of 10.00 feet to a corner on the proposed right-of-way, said point also being the point of beginning; thence continuing south along said east line a distance of 3.88 feet; thence northwest a distance of 22.17 feet to a point on the north line of said Lot 2, said point also being 17.13 feet from said northeast corner of said Lot 2; thence east along said north line a distance of 4.79 feet to a corner on the proposed right-of-way; thence southeast along said proposed right-of-way a distance of 15.97 feet to the point of beginning. Said temporary easement contains a calculated area of 57.20 square feet more or less.	57.20 s.f. @ \$.20/s.f.	None	\$ 100.00
15	Lorraine S Tagge	Part of Lot 10, Block 1 of Bonnie Brae Addition, located in the Northwest Quarter of the Southwest Quarter (NW 1/4, SW 1/4) of Section 16, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the southwest corner of said Lot 10; thence north along the west line of said Lot 10 a distance of 6.09 feet to a corner on the proposed right-of-way (R.O.W.) said point also being the point of beginning; thence continuing north along said west line a distance of 3.00 feet; thence northeasterly a distance of 16.87 feet to a point on the southerly line of said Lot 10;	42.26 s.f. @ \$.20/s.f.	Replace damaged landscaping items @ \$290.00	\$390.00

		thence southwesterly along said southerly line a distance of 6.32 feet to a point on the corner of the proposed R.O.W.; thence southwesterly along said proposed R.O.W. a distance of 11.30 feet to the point of beginning. Said temporary easement contains a calculated area of 42.26 square feet more or less.			
15L	Ken Scholl	Part of Lot 10, Block 1 of Bonnie Brae Addition, located in the Northwest Quarter of the Southwest Quarter (NW 1/4, SW 1/4) of Section 16, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the southwest corner of said Lot 10; thence north along the west line of said Lot 10 a distance of 6.09 feet to a corner on the proposed right-of-way (R.O.W.) said point also being the point of beginning; thence continuing north along said west line a distance of 3.00 feet; thence northeasterly a distance of 16.87 feet to a point on the southerly line of said Lot 10; thence southwesterly along said southerly line a distance of 6.32 feet to a point on the corner of the proposed R.O.W.; thence southwesterly along said proposed R.O.W. a distance of 11.30 feet to the point of beginning. Said temporary easement contains a calculated area of 42.26 square feet more or less.	Leasehold Interest	None	\$100.00
16	Yen Chi Sun and Hsien Boo	Part of Lot 7, Block 3 of Lambert's Second Addition, located in the Southeast Quarter of the Northeast Quarter (SE 1/4, NE 1/4) of Section 17, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The east 8.50 feet of the south 13.00 feet of said Lot 7. Said temporary easement contains a calculated area of 110.51 square feet more or less.	110.51 s.f. @ \$.30/s.f.	None	\$100.00
17	J & B Rentals, LLC	Part of Lot 4, Block 12 and Lot 5, Block 12 of Gilbert's Addition, located in the West Half of the Northwest Quarter (W 1/2, NW 1/4) of Section 16, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the southwest corner of said Lot 5, thence north along the west line of said Lot 4 and said Lot 5 a distance of 29.16 feet to the point of beginning; thence continuing north along said west line a distance of 12.00 feet; thence east a distance of 5.00 feet; thence south and parallel to said west line a distance of 12.00 feet; thence west a distance of 5.00 feet to the	60.01 s.f. @ \$.20/s.f.	None	\$100.00

		point of beginning. Said temporary easement contains a calculated area of 60.01 square feet more or less.			
17L	Cecilia Morales	Part of Lot 4, Block 12 and Lot 5, Block 12 of Gilbert's Addition, located in the West Half of the Northwest Quarter (W 1/2, NW 1/4) of Section 16, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the southwest corner of said Lot 5, thence north along the west line of said Lot 4 and said Lot 5 a distance of 29.16 feet to the point of beginning; thence continuing north along said west line a distance of 12.00 feet; thence east a distance of 5.00 feet; thence south and parallel to said west line a distance of 12.00 feet; thence west a distance of 5.00 feet to the point of beginning. Said temporary easement contains a calculated area of 60.01 square feet more or less.	Leasehold Interest	None	\$100.00
18	Dilma E Escobar	Part of Lot 1, Block 7 of Boggs and Hill's Addition, located in the Northeast Quarter of the Northeast Quarter (NE 1/4, NE 1/4) of Section 17, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the northeast corner of said Lot 1, said point also being the point of beginning; thence south along the east line of said Lot 1 a distance of 15.00; thence west and parallel to the north line of said Lot 1 a distance of 5.00 feet; thence north and parallel to said east line a distance of 10.00 feet; thence west and parallel to said north line a distance of 4.50 feet; thence north and parallel to said east line a distance of 5.00 feet to the point on the north line of said Lot 1; thence east along said north line a distance of 9.50 feet to the point of beginning. Said temporary easement contains a calculated area of 97.50 square feet more or less.	97.50 s.f. @ \$.20/s.f.	Chain link fence removal and replacement @ \$630.00	\$730.00
18L	Brenda Sandoval	Part of Lot 1, Block 7 of Boggs and Hill's Addition, located in the Northeast Quarter of the Northeast Quarter (NE 1/4, NE 1/4) of Section 17, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the northeast corner of said Lot 1, said point also being the point of beginning; thence south along the east line of said Lot 1 a distance of 15.00; thence west and parallel to the north	Leasehold Interest	None	\$100.00

		line of said Lot 1 a distance of 5.00 feet; thence north and parallel to said east line a distance of 10.00 feet; thence west and parallel to said north line a distance of 4.50 feet; thence north and parallel to said east line a distance of 5.00 feet to the point on the north line of said Lot 1; thence east along said north line a distance of 9.50 feet to the point of beginning. Said temporary easement contains a calculated area of 97.50 square feet more or less.			
19	Tomas Ticum Ventura and Orquidia A Archila De Ticum	Part of Lot 16, Block 1 of Boggs and Hill's Addition, located in the Northeast Quarter of the Northeast Quarter (NE 1/4, NE 1/4) of Section 17, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the southeast corner of said Lot 16, said point also being the point of beginning; thence on west along the south line of said Lot 16 a distance of 17.50 feet; thence north and parallel to the east line of said Lot 16 a distance of 5.00 feet; thence east and parallel to said south line a distance of 12.50 feet; thence north and parallel to said east line a distance of 42.50 feet; thence east and parallel to said south line a distance of 5.00 feet to a point on said east line; thence south along said east line a distance of 47.50 feet to the point of beginning. Said temporary easement contains a calculated are of 300.00 square feet more or less.	300.00 s.f. @ \$.20/s.f.	None	\$100.00
19L	Trent Eckhoff	Part of Lot 16, Block 1 of Boggs and Hill's Addition, located in the Northeast Quarter of the Northeast Quarter (NE 1/4, NE 1/4) of Section 17, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the southeast corner of said Lot 16, said point also being the point of beginning; thence on west along the south line of said Lot 16 a distance of 17.50 feet; thence north and parallel to the east line of said Lot 16 a distance of 5.00 feet; thence east and parallel to said south line a distance of 12.50 feet; thence north and parallel to said east line a distance of 42.50 feet; thence east and parallel to said south line a distance of 5.00 feet to a point on said east line; thence south along said east line a distance of 47.50 feet to the point of beginning. Said temporary easement contains a calculated are of 300.00 square feet more or	Leasehold Interest	None	\$100.00

		less.			
20	J & B Rentals, LLC	Part of Lot 1, Block 1 of Boggs and Hill's Addition, located in the Northeast Quarter of the Northeast Quarter (NE 1/4, NE 1/4) of Section 17, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the southeast corner of Lot 16, Block 1 of Boggs and Hill's Addition; thence on an assumed bearing of N01 01'21"W along the east line of said Lot 16 a distance of 120.32 feet to the calculated southeast corner of Lot 1, Block 1; thence continuing N01 01'21"W along said east line a distance of 91.29 feet to the point of beginning; thence S89 33'56"W a distance of 5.00 feet; thence N01 01'21"W and parallel to said east line a distance of 9.79 feet; thence N45 38'36"W a distance of 27.38 feet to a point on the north line of said Lot 1; thence N89 44'08"E along said north line a distance of 7.12 feet to a corner on the proposed right-of-way; thence S45 38'36"E along said proposed right-of-way a distance of 24.37 feet to a point on said east line; thence S01 01'21"E along said east line a distance of 11.88 feet to the point of beginning. Said temporary easement contains a calculated area of 183.53 square feet more or less.	185.53 s.f. @ \$.20/s.f.	Shrub @ \$850.00	\$950.00
20L	Robert and Judy Streeter	Part of Lot 1, Block 1 of Boggs and Hill's Addition, located in the Northeast Quarter of the Northeast Quarter (NE 1/4, NE 1/4) of Section 17, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the southeast corner of Lot 16, Block 1 of Boggs and Hill's Addition; thence on an assumed bearing of N01 01'21"W along the east line of said Lot 16 a distance of 120.32 feet to the calculated southeast corner of Lot 1, Block 1; thence continuing N01 01'21"W along said east line a distance of 91.29 feet to the point of beginning; thence S89 33'56"W a distance of 5.00 feet; thence N01 01'21"W and parallel to said east line a distance of 9.79 feet; thence N45 38'36"W a distance of 27.38 feet to a point on the north line of said Lot 1; thence	Leasehold Interest	None	\$100.00

		N89 44'08"E along said north line a distance of 7.12 feet to a corner on the proposed right-of-way; thence S45 38'36"E along said proposed right-of-way a distance of 24.37 feet to a point on said east line; thence S01 01'21"E along said east line a distance of 11.88 feet to the point of beginning. Said temporary easement contains a calculated area of 183.53 square feet more or less.			
21	James D and Colleen M Goodwin	Part of Lot 276 of West Lawn Addition, located in the Southeast Quarter of the Southeast Quarter (SE 1/4, SE 1/4) of Section 8, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the northeast corner of said lot 276; thence on an assumed bearing of S00 39'44"E along the east line of said Lot 276 a distance of 9.39 feet to the point of beginning; thence continuing S00 39'44"E along said east line a distance of 18.85 feet to a corner on the proposed right-of-way; thence S43 43'33"W along said proposed right-of-way a distance of 23.90 feet to a point on the south line of said Lot 276; thence S89 51'35"W a distance of 12.06 feet along said south line; thence N00 39'44"W a distance of 5.00 feet; thence N89 51'35"E and parallel to said south line a distance of 9.98 feet; thence N43 43'33"E a distance of 19.77 feet; thence N00 39'44"W and parallel to said east line a distance of 16.86 feet; thence N89 51'35"E and parallel to said south line a distance of 5.00 feet to the point of beginning. Said temporary easement contains a calculated area of 253.65 square feet more or less.	253.65 s.f. @ \$.20/s.f.	Replaced damaged underground sprinkler system @ \$110	\$210.00
21L	Jared Blecha	Part of Lot 276 of West Lawn Addition, located in the Southeast Quarter of the Southeast Quarter (SE 1/4, SE 1/4) of Section 8, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the southeast corner of said Section 8; thence on an assumed bearing of N00 53'38"W along the east line of said Section 8 a distance of 44.20 feet; thence N89 06'22"W a distance of 33.42 feet to a southeasterly corner of said Lot 276 described in Document No. 93-101561, said point also being on the west right-of-way (R.O.W.) line of Broadwell Avenue and the point of beginning; thence S43 43'33"W along a southeasterly line of said Lot 276 a distance of 14.02 feet to a	Leasehold Interest	None	\$100.00

		point on the south line of said Lot 276, said point also being on the north R.O.W. line of 13th Street; thence S89 51'35"W along said north R.O.W. line a distance of 6.94 feet; thence N43 43'33"E a distance of 23.94 feet to a point on said west R.O.W. line; thence S00 39'44"E along said west R.O.W. line a distance of 7.15 feet to the point of beginning. Said tract contains a calculated area of 94.91 square feet more or less.			
22	The Heirs and Devisees of Vaughn E Larsen, deceased	Part of an unplatted tract as described in Deed Book 86, Page 237, Hall County Register of Deeds, located in the Southeast Quarter of the Southeast Quarter (SE 1/4, SE 1/4) of Section 8, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The east 5.00 feet of the north 12.50 feet of said unplatted tract. Said temporary easement contains a calculated area of 62.50 square feet more or less.	62.50 s.f. @ \$.20/s.f.	None	\$100.00
22L	Frank Sanchez, Jr.	Part of an unplatted tract as described in Deed Book 86, Page 237, Hall County Register of Deeds, located in the Southeast Quarter of the Southeast Quarter (SE 1/4, SE 1/4) of Section 8, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The east 5.00 feet of the north 12.50 feet of said unplatted tract. Said temporary easement contains a calculated area of 62.50 square feet more or less.	Leasehold Interest	None	\$100.00
23L	Alicia Luevano	Part of Lot 193 of West Lawn Addition, located in the Southeast Quarter of the Southeast Quarter (SE 1/4, SE 1/4) of Section 8, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The east 5.00 feet of the south 19.50 feet of said Lot 193. Said temporary easement contains a calculated area of 97.50 square feet more or less.	Leasehold Interest	None	\$100.00
24	Helen E Greenwalt and Janet L Ritz	Part of Lot 181 of West Lawn Addition, located in the Southeast Quarter of the Southeast Quarter (SE 1/4, SE 1/4) of Section 8, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The east 9.50 feet of the north 8.50 feet of said Lot 181. Said temporary easement contains a calculated area of 80.75 square feet more or less.	80.75 s.f. @ \$.20/s.f.	None	\$100.00

24L	Lisa Sterling	Part of Lot 181 of West Lawn Addition, located in the Southeast Quarter of the Southeast Quarter (SE 1/4, SE 1/4) of Section 8, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The east 9.50 feet of the north 8.50 feet of said Lot 181. Said temporary easement contains a calculated area of 80.75 square feet more or less.	Leasehold Interest	None	\$100.00
25	Brenda Lynn Norman	Part of Lot 5 of Wade's Subdivision, located in the East Half of the Southeast Quarter (E 1/2, SE 1/4) of Section 8, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The east 5.00 feet of the south 11.50 feet of said Lot 5. Said temporary easement contains a calculated area of 57.50 square feet more or less.	57.50 s.f. @ \$.20/s.f.	Replace damaged underground sprinkler system @ \$200	\$300.00
27	Ronald C Hanover	Part of Lot 112 of West Lawn Addition, located in the Northeast Quarter of the Southeast Quarter (NE 1/4, SE 1/4) of Section 8, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the northeast corner of said Lot 112, said point also being the point of beginning; thence south along the east line of said Lot 112 a distance of 15.50 feet; thence west and parallel to the north line of said Lot 112 a distance of 4.25 feet; thence north and parallel to said east line a distance of 11.25 feet; thence west and parallel to said north line a distance of 15.75 feet; thence north and parallel to said east line a distance of 4.25 feet to a point on said north line; thence east along said north line a distance of 20.00 feet to the point of beginning. Said temporary easement contains a calculated area of 132.81 square feet more or less.	132.81 s.f. @ \$.20/s.f.	Replace damaged bushes @ \$900.00	\$1,000.00
28	JBH Enterprises, LLC	Part of Lot 9 of West Lawn Addition, located in the Northeast Quarter of the Southeast Quarter (NE 1/4, SE 1/4) of Section 8, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The east 4.00 feet of the south 17.75 feet of said Lot 9. Said temporary easement contains a calculated area of 71.00 square feet more or less.	71.00 s.f. @ \$.20/s.f.	None	\$100.00

28L	Pam Shay and Lawrence Wright	Part of Lot 9 of West Lawn Addition, located in the Northeast Quarter of the Southeast Quarter (NE 1/4, SE 1/4) of Section 8, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The east 4.00 feet of the south 17.75 feet of said Lot 9. Said temporary easement contains a calculated area of 71.00 square feet more or less.	Leasehold Interest	None	\$100.00
29	Casey's Retail Company	Part of Lot 12 of Gilbert's Second Addition, located in the Northwest Quarter of the Southwest Quarter (NW 1/4, SW 1/4) of Section 9, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the southwest corner of said Lot 12; thence on an assumed bearing of N00 52'46"W along the west line of said Lot 12 a distance of 52.97 feet to the point of beginning; thence continuing N00 52'46"W along said west line a distance of 30.00 feet; thence N89 07'14"E a distance of 5.00 feet; thence S00 52'46"E and parallel to said west line a distance of 30.00 feet; thence S89 07'14"W a distance of 5.00 feet to the point of beginning. Said temporary easement contains a calculated area of 150.00 square feet more or less.	150.00 s.f. @ \$.80/s.f.	Replace damaged underground sprinklers @ \$225	\$345.00
30	Grand Island Independent Real Estate, LLC	Part of Lot 8, Block 82 of the Original Town of Grand Island, located in the Northeast Quarter of the Southeast Quarter (NE 1/4, SE 1/4) of Section 16, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The easterly 8.00 feet of the southerly 17.00 feet of said Lot 8. Said temporary easement contains a calculated area of 136.01 square feet more or less.	136.01 s.f. @ \$.80/s.f.	Replace damaged underground sprinkler system @ \$400 & replace damaged shrub and landscaping @ \$680.00	\$1,190.00

31	Wheeler Street Partnership	Part of Lot 8, Block 81 of the Original Town of Grand Island, located in the Northeast Quarter of the Southeast Quarter (NE 1/4, SE 1/4) of Section 16, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the southeasterly corner of said Lot 8, said point also being the point of beginning; thence westerly along the southerly line of said Lot 8 a distance of 9.00 feet; thence northerly and parallel to the easterly line of said Lot 8 a distance of 6.00 feet; thence easterly and parallel to said southerly line a distance of 7.00 feet; thence northerly and parallel to said easterly line a distance of 6.00 feet; thence easterly and parallel to said southerly line a distance of 2.00 feet to a point on the easterly line of said Lot 8; thence southerly along said easterly line a distance of 12.00 feet to the point of beginning. Said temporary easement contains a calculated area of 66.00 square feet more or less.	66.00 s.f. @ \$.80/s.f.	Replace damaged underground sprinkler system @ \$100 & Replace damaged shrub and landscaping @ \$610	\$810.00
32	Enviro-Clean Contractors, Inc.	Part of Lot 1, Block 89 of the Original Town of Grand Island, located in the Northeast Quarter of the Southeast Quarter (NE 1/4, SE 1/4) of Section 16, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: Commencing at the northeasterly corner of said Lot 1, said point also being the point of beginning; thence southerly along the east line of said Lot 1 a distance of 5.71 feet; thence westerly and parallel to the northerly line of said Lot 1 a distance of 10.58 feet; thence northerly a distance of 5.00 feet to a point on said northerly line; thence easterly along said northerly line a distance of 13.34 feet to the point of beginning. Said temporary easement contains a calculated area of 59.79 square feet more or less.	59.79 s.f. @ \$.80/s.f.	None	\$100.00
					\$ 10,745.00

WHEREAS, an Agreement for Temporary Easements and Leasehold Agreements has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreements for Temporary Easements and Leasehold Agreements on the above described tracts of land.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreements on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, April 23, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 23, 2013

Council Session

Item G-18

#2013-123 - Approving Contract with CenturyLink for Private Switch/Automatic Location Identification Service for City Hall Calls to 911 Center

Staff Contact:

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: April 23, 2013

Subject: Approving Contract with CenturyLink for Private Switch/Automatic Location Identification Service (PS/ALI) for City Hall Calls to 911 Center

Item #'s: G-18

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

Background

On October 23, 2012, City Council approved Resolution 2012-307 to replace the 19 year old telephone system within City Hall. On January 8, 2013, City Council approved an agreement with CenturyLink Resolution 2013-6 to upgrade the service utilizing a PRS (Primary Rate Service) and adding 300 DID's (Direct Inward Dialing). Following implementation February 9th we discovered that calls placed within City Hall to 911 did not display the name and service address to the 911 Center. To overcome this, the City must subscribe to the Private Switch/Automatic Location Identification (PS/ALI) service through CenturyLink.

Discussion

The ability to provide a name and address to the 911 Center is called Enhanced 911. In order for landline telephones to report the relevant name and address to a 911 Center when called, the 10-digit phone number that dialed the call is compared by CenturyLink to a database of phone numbers, names and addresses maintained by a third party vendor, Intrado. When the match is made, all that information is provided to the 911 Center showing the 10-digit phone number, name identification and street address identification. That street address is maintained on the Master Street Address Guide (MSAG). This record also shows the dispatcher which agencies to contact for medical, fire or law enforcement emergencies by indicating which jurisdiction the address falls into.

Currently, the issue that is causing the service address not to appear correctly for the 911 operator is that the CenturyLink phone switch used for 911 will send a certain type of

data (Calling Party Number), not the Billing Number. Until this is resolved, 911 calls from City Hall will not show address, jurisdiction, or name of the account.

If City Hall continues to send 911 calls over PRS trunks in this switch type without the PS/ALI provision, calls made to 911 will continue to have problems of what is displayed to the 911 Center.

The cost to build and display the 300 DID numbers into the 911 Center data base for the PS/ALI 911 service includes recurring costs of \$15.75 monthly, a nonrecurring fee of \$27.90 and a one-time system setup charge of \$2036.00 for CenturyLink to connect the 911 database to the third party vendor, Intrado.

The nonrecurring fee and one-time setup charge will come from the Capital Improvement Projects 400 Fund city hall phone system line item which is forecasted to be \$40,000 under the \$125,000 original 2012-2013 budget.

Alternatives

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

1. Approve the agreement with CenturyLink for Private Switch/Automatic Location Identification Service (PS/ALI) for \$15.75 monthly, a nonrecurring fee of \$27.90 and a system setup charge of \$2036.00.
2. Deny the PS/ALI service for 911 calls placed within City Hall.
3. Postpone the issue to a future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the agreement with CenturyLink to display the name and address information on calls placed to 911 within City Hall over the PRS trunks for \$15.75 monthly, a nonrecurring fee of \$27.90 and a system setup charge of \$2036.00.

Sample Motion

Move to approve the agreement with CenturyLink for Private Switch/Automatic Location Identification Service (PS/ALI) for \$15.75 monthly, a nonrecurring fee of \$27.90 and a system setup charge of \$2036.00 for 911 calls placed within City Hall.

CENTURYLINK PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION SERVICE

Agreement Number
Billing Number

This CenturyLink Private Switch/Automatic Location Identification Service Agreement ("Agreement") is between **City of Grand Island, NE** ("Customer") and Qwest Corporation d/b/a CenturyLink QC ("CenturyLink") and is effective on the latest signature date.

1. Scope.

1.1 CenturyLink will provide, and Customer will purchase, the CenturyLink Private Switch/Automatic Location Identification service provided under this Agreement ("Service"). Service allows customers using a private telephone switch such as a Private Branch Exchange ("PBX"), Cellular or other telephone service switch located on a customer premises to forward Automatic Number Identification ("ANI") information, identifying an individual station line to a 911 system. Service is employed to allow Customer to establish and maintain a record identifying the location associated with each station line that will be used for the retrieval of Automatic Location Identification ("ALI") on a 911 call, and/or for selectively routing that call to the appropriate Public Safety Answering Point ("PSAP"). The accuracy of the records for ALI and Selective Routing is established based on the information provided by Customer to CenturyLink. CenturyLink cannot guarantee or confirm the accuracy of Customer-provided information. Customer's private switch main locations to be included in this agreement are found in Attachment 1, incorporated by reference. Service is also available to Centrex/Centron customers who wish to provide the 911 system with more specific location and routing information.

1.2 Service will be governed by: (a) the Tariff applicable to the Service; and (b) to the extent a comparable Tariff term or condition does not apply to the Service, the terms and conditions set forth in this Agreement. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>. CenturyLink reserves the right to amend, change, withdraw, or file additional Tariffs in its sole discretion, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements.

1.3 CenturyLink may provide certain other services to Customer in conjunction with Service (such as exchange access), which are not included in this Agreement. CenturyLink and Customer will be responsible for any other services in accordance with existing Tariffs, including payment of applicable charges. Nothing in this Agreement is intended to waive, limit, or alter those Tariffs.

2. Term. The term of this Agreement will expire thirty-six (36) months from the first installation date of Service (as evidenced by CenturyLink's records).

3. Termination. Either party may terminate this Agreement by providing the other party 30 days written notice of termination.

4. Installation. The estimated installation date for Service is 60 days.

5. Payment. Customer agrees to pay the charges for Service as specified on Attachment 1A incorporated by this reference. Customer must pay CenturyLink all charges by the payment due date on the invoice. Any amount not paid when due is subject to late interest specified by the Tariff, or if there is no such late interest specified in the Tariff, the amount due will be subject to late interest at the lesser of 1.5% per month or the maximum rate allowed by law. In addition to payment of charges for Service, Customer must also pay CenturyLink any applicable Taxes assessed in connection with Service. "Taxes" means federal, state, and local excise, gross receipts, sales, use, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon CenturyLink or Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges that are required or permitted to be assessed on Customer. These charges may include state and federal Carrier Universal Service Charges, as well as charges related to E911, and Telephone Relay Service. Taxes may vary and are subject to change. CenturyLink reserves the right to charge administrative fees when Customer's payment preferences deviate from CenturyLink's standard practices.

6. Customer's Responsibilities.

6.1 Customer must provide a single point of contact as well as written documentation to CenturyLink and the Public 911 jurisdiction stating that the affected PSAPs are able to accept and dispatch calls for those records established for the private switch, and to identify area boundaries and to provide any Master Street Address Guide ("MSAG") additions or modifications that are required.

6.2 Customer's private switch must provide a full seven-digit or ten-digit numbering system (whichever is applicable) and the associated ANI for each station within the private switch for which a record has been established. This information must be approved by CenturyLink prior to implementation to assure that no conflict exists between the private switch numbering plan and the CenturyLink overall numbering plan.

6.3 Customer is responsible for configuring its private switch to forward the associated ANI of each station line within the private switch to the 911 system. Customer further agrees to maintain a valid address location record associated with each station line presented to CenturyLink.

6.4 If Customer elects to use Integrated Services Digital Network Primary Rate Service ("ISDN PRS") transport, which is a separate service and not provided under this Agreement, in association with this Service, Customer understands and acknowledges the possibility that a private switch's main number ANI information may be forwarded to a PSAP instead of the intended station line's ANI information. Customer hereby agrees to release CenturyLink from any liability if an incorrect telephone number is forwarded to a PSAP as a result of private switch and/or ISDN PRS translations made by Customer, a third party, or by CenturyLink.

CENTURYLINK PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION SERVICE

6.5 If the seven-digit or ten-digit number is not dialable (is not capable of receiving incoming calls), Customer is responsible to identify the associated call back number to be populated in the database in a standard format as provided by CenturyLink. The use of non-dialable numbers must be approved in writing by CenturyLink prior to implementation.

6.6 Customer must also maintain and provide to CenturyLink complete and current telephone number and address data in the agreed-upon format and within the required time schedule. Customer will be notified of telephone number and address data errors that are identified during the ALI database processing phase or by the PSAP, such as misroutes and No Record Found ("NRF") telephone numbers. Customer is responsible for issuing a correction to the ALI database within one business day of being notified. Until these errors are corrected, the affected telephone number(s) and associated addresses may not be available in the ALI database. Customer accepts any liability for the absence or inaccuracy of this information.

6.7 Customer's private switch must be capable of recognizing the "911" or "9911" code as a complete dialing sequence and routing those calls to the Service trunk group.

6.8 Customer must develop, validate and install PC hardware (or equivalent) and software for ongoing Customer record update programs and processes. Customer is responsible for any data base corrections identified by CenturyLink.

6.9 Customer must meet CenturyLink hardware, software and file specification requirements as defined in the CenturyLink PS/ALI Specification and Installation Guide.

6.10 Customer agrees to provide updates or positive acknowledgment of zero updates to CenturyLink. Customer may choose the frequency of the updates (daily, weekly, or monthly) and will advise CenturyLink in writing of the frequency chosen. Customer may change the frequency of its updates by written notice to CenturyLink.

7. CenturyLink's Responsibilities.

7.1 CenturyLink will provide to Customer the information required to order the private switch interface specifications, Service data file format specifications, and the CenturyLink custom Service Order Transfer System ("SOTS") file software including software installation and file transfer instructions.

7.2 CenturyLink will maintain the 911 database using updates as provided by Customer.

7.3 CenturyLink will retain Customer's update file for seven days for back-up and/or recovery purposes.

8. Moves, Changes. Any changes to this Agreement may be made only by written amendment signed by both parties hereto.

9. Confidentiality. Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of this Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect the information from disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement. Subscriber information contains names, addresses and telephone numbers of telecommunication service subscribers, including non-published and non-listed telephone service. The parties understand and agree that subscriber information may be considered to be Confidential Information under state or federal laws or regulations, and there are certain duties and responsibilities imposed by this Agreement and by law or Tariff with regard to the use and distribution of such information.

10. Use of Name and Marks. Neither party will use the name or marks of the other party or any of its Affiliates for any purpose without the other party's prior written consent. CenturyLink's consent may only be given by its Legal Department. "Affiliate" means any entity controlled by, controlling, or under common control with a party.

11. Interruptions to Service. Tariff specifies the credit allowance due Customer, if any, for interruptions to Service which are not caused by Customer's negligence. In the event Service is provided where there is no Tariff, the provisions of the F.C.C.1 Access Service Tariff will apply with respect to credit allowance due Customer.

12. Indemnification. Except as prohibited or limited by law, Customer will defend and indemnify CenturyLink, its Affiliates, agents, and contractors against all third party claims, liabilities, costs, expenses, and reasonable attorneys' fees, arising from or related to the use, modification, or resale of the Service by Customer or End Users, including, without limitation, any claim for invasion of privacy.

13. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SERVICE IS PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CENTURYLINK MAKES NO

CENTURYLINK PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION SERVICE

REPRESENTATION OR WARRANTY AND ASSUMES NO LIABILITY REGARDING THE ACCURACY OF THE DATA PROVIDED BY CUSTOMER, ANY AGENT OF CUSTOMER, OR ANY OTHER DATA PROVIDER.

14. Limitations of Liability. The remedies and limitations of liability for any claims arising between the parties are set forth below and in any applicable Tariff, regulation, or statute.

14.1 Consequential Damages. NEITHER PARTY OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE, DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF FORESEEABILITY. IN ADDITION, CENTURYLINK WILL NOT BE LIABLE FOR ANY DAMAGE THAT RESULTS FROM INFORMATION PROVIDED TO CENTURYLINK BY CUSTOMER OR ANY OTHER DATA PROVIDER(S). This limitation of liability will not apply to Customer's indemnification obligations or Customer's payment obligation for charges under the Agreement, (e.g., Service charges, Taxes, interest, and termination or cancellation charges).

14.2 Claims related to Service. For Service related claims by Customer, Customer's exclusive remedies are limited to the applicable out-of-service credits, if any.

14.3 Personal Injury; Death; Property Damages. For claims arising out of personal injury or death to a party's employee, or damage to a party's real or personal property, that are caused by the other party's willful misconduct in the performance of this Agreement, each party's liability is limited to proven direct damages.

15. Miscellaneous.

15.1 General. This Agreement's benefits do not extend to any third party (e.g., an End User). "End User" means Customer's members, end users, customers, or any other third parties who use or access Service or the CenturyLink network via the Service. If any term of this Agreement is held unenforceable, the remaining terms will remain in effect. Neither party's failure to exercise any right or to insist upon strict performance of any provision of this Agreement is a waiver of any right under this Agreement. The terms and conditions of this Agreement regarding confidentiality, limitation of liability, warranties, payment, dispute resolution, and all other terms of this Agreement that should by their nature survive the termination of this Agreement will survive. Each party is not responsible for any delay or other failure to perform due to a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, explosion, lightning, hurricane, labor dispute, cable cuts by third parties, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. Customer may not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of CenturyLink, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances.

15.2 Conflicts Provision. If a conflict exists among provisions within this Agreement, the following order of precedence will apply in descending order of control: Tariff, this Agreement, and CenturyLink records.

15.3 Independent Contractor. CenturyLink provides the Service as an independent contractor. This Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.

15.4 ARRA. Customer will not pay for the Service with funds obtained through the American Recovery and Reinvestment Act or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in this Agreement or in an amendment to this Agreement.

15.5 HIPAA. CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F. R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). Any exposure to PHI will be random, infrequent and incidental to CenturyLink's provision of Service and is not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI. Such exposure is allowable under 45 CFR 164.502(a)(1)(iii). As such, if Customer is a Covered Entity or Health Care Provider under the HIPAA Rules or supports the health care industry, CenturyLink and Customer agree that CenturyLink is not a "Business Associate" or "Covered Entity" under the HIPAA Rules for the purposes of the Agreement.

15.6 Credit Approval. Provision of Service is subject to CenturyLink's credit approval of Customer. As part of the credit approval process, CenturyLink may require Customer to provide a deposit or other security. Additionally during the Term, if Customer's financial circumstance or payment history becomes reasonably unacceptable to CenturyLink, CenturyLink may require adequate assurance of future payment as a condition of continuing CenturyLink's provision of Service. Customer's failure to provide adequate assurances required by CenturyLink is a material breach of this Agreement. CenturyLink may provide Customer's payment history or other billing/charge information to credit reporting agencies or industry clearinghouses.

15.7 Governing Law; Dispute Resolution.

(a) Governing Law; Forum. Colorado state law, without regard to choice-of-law principles, governs all matters relating to this Agreement, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Any legal
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CONFIDENTIAL

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CENTURYLINK PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION SERVICE

proceeding relating to this Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in Denver, Colorado. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.

(b) Waiver of Jury Trial and Class Action. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to this Agreement on a class or consolidated basis or in a representative capacity. If for any reason the jury trial waiver is held to be unenforceable, the parties agree to binding arbitration for any dispute relating to this Agreement under the Federal Arbitration Act, 9 U.S.C. § 1, et. seq. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules. Judgment upon the arbitration award may be entered in any court having jurisdiction.

(c) Limitations Period. Any claim relating to this Agreement must be brought within two years after the claim arises.

15.8 No Resale; Compliance. Customer must not resell the Service and its use of Service must comply with all applicable laws.

15.9 Amendments; Changes. This Agreement may be amended only in a writing signed by both parties' authorized representatives. Each party may, at any time, reject any handwritten change or other alteration to this Agreement. CenturyLink may amend, change, or withdraw the Tariffs, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements.

15.10 Required Notices. Unless provided otherwise in this Agreement, all required notices to CenturyLink must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax#: 888-778-0054; Attn.: Legal Dep't, and to Customer at its then current address as reflected in CenturyLink's records; Attn.: General Counsel or other person designated for notices. All notices are effective: (a) when delivered via overnight courier mail or in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; or (c) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

15.11 Entire Agreement. This Agreement (including all referenced documents) constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings relating to the same service or circuits at the same locations as covered under this Agreement. Using CenturyLink's electronic signature process for this Agreement is acceptable.

City of Grand Island, NE

Authorized Signature

Name Typed or Printed

Title

Date

Customer Address:
City of Grand Island, NE
100 E. 1st Street
Grand Island, NE

Qwest Corporation d/b/a CenturyLink QC

DocuSigned by:

Mikle Fizer

Authorized Signature
Mikle Fizer

Name Typed or Printed
Sales Manager

Title
4/15/2013

Date

CENTURYLINK PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION SERVICE

ATTACHMENT 1

TO

CENTURYLINK PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION SERVICE

PRIVATE SWITCH LOCATION: 100 East 1st Street, Grand Island, NE

SERVING CENTRAL OFFICE:

911 CONTROL OFFICE: **Grand Island Tandem**
GDISNENWDS0

911 SYSTEM: **City of Grand Island E911**

CENTURYLINK PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION SERVICE
ATTACHMENT 1A
TO
CENTURYLINK PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION SERVICE
(For Nebraska, North Dakota and South Dakota)

These charges are based on CenturyLink receiving updates from one single location for the Private Switch listed on Attachment 1. The updates will be in separate "account files," one for each 911 system. CenturyLink will not accept updates on a call-in basis. Any scheduled updates missed by Customer will wait and occur at the next scheduled update time.

1. Service Feature:	Unit Price/ Recurring/	Unit Price/ Nonrecurring/	Total Price/ Recurring	Total Price/ Nonrecurring
Per 100 records*	\$ 5.25	\$ 9.30	\$ 15.75	\$ 27.90
Set Up Charge per System		\$ 2036.00		\$ 2036.00

* Rounded to the nearest 100.

R E S O L U T I O N 2013-123

WHEREAS, the City of Grand Island requires Private Switch/Automatic Location Identification Service (PS/ALI) to display names and addresses for calls placed to the 911 Center within City Hall; and

WHEREAS, CenturyLink is the service provider for the PRS telephone service in City Hall; and

WHEREAS, the cost for such service is \$15.75 monthly, a nonrecurring fee of \$27.90, and a system setup charge of \$2036.00;

WHEREAS, the proposed agreement has been reviewed and approved by the City Attorney's office;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with CenturyLink for Private Switch/Automatic Location Identification Service (PS/ALI) for the City of Grand Island is hereby approved.

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Adopted by the City Council of the City of Grand Island, Nebraska, April 23, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form April 23, 2013	City Attorney
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City of Grand Island

Tuesday, April 23, 2013

Council Session

Item I-1

#2013-124 - Consideration of Approving Amendment to the Redevelopment Plan Area 8 Located at 119 S Adams

This item relates to the aforementioned Public Hearing item E-5.

Staff Contact: Chad Nabity

RESOLUTION 2013-124

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2007, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 8 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: property acquisition, site preparation, demolition, utilities extensions, landscaping, concrete and fees associated with the redevelopment project. All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

WHEREAS, the City published notices of a public hearing and mailed notices as required pursuant to Section 18-2115 of the Act and has, on the date of the Resolution held a public hearing on the proposal to amend the Redevelopment Plan to include the Redevelopment Project described above.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

Approved as to Form	□ _____
April 19, 2013	□ City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 8 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission with respect to the Redevelopment Contract.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall be January 1, 2015 as follows:
 - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
 - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.
 - c. The Mayor and City Clerk are authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 23, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 23, 2013

Council Session

Item I-2

#2013-125 - Consideration of Approving a Resolution to Authorize Filing Applications with the Federal Transit Administration for Federal Transportation Assistance

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: April 23, 2013

Subject: Resolution to Authorize Filing Applications with the Federal Transit Administration for Federal Transportation Assistance

Item #'s: I-2

Presenter(s): Chad Nabity, Planning Director

Background

In October of 2012, the City of Grand Island was designated by the State of Nebraska as a Direct Recipient of Section 5307 Urban Transit Funds available through the State of Nebraska from the Federal Transit Administration (FTA). In March of 2013 the FTA, requested that the City provide three documents prior to April 30, 2013. The documents were the authorizing resolution that is the action item for meeting, a legal opinion from the City Attorney that the City is legally able to receive these funds and authorized to provide the necessary matching funds for the grant, and a Letter of Incumbency from the City stating the names of the persons that are currently in the positions identified in the Authorizing Resolution (Mayor, City Administrator and/or Designee, City Treasurer etc..). It is intended that the City would issue a new Letter of Incumbency any time that a person named in the previous letter leaves the City and is replaced.

Discussion

This resolution does not commit the City to providing transit nor does it commit the City to spending any money. It does however preserve the ability of the City to access 5307 urban transit dollars in the future. The City was named a direct recipient of 5307 funds for the 2013 fiscal year and can access those funds anytime within 6 years.

Approval of this resolution is a necessary step in continuing to offer public transportation within the City of Grand Island.

Alternatives

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

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

Recommendation

City Administration recommends that the Council Approve the Resolution as submitted

Sample Motion

Move to approve the resolution authorizing the Mayor and City Staff to file applications for funding with the Federal Transit Administration.



U.S. Department
of Transportation
**Federal Transit
Administration**

REGION VII
Iowa, Kansas,
Missouri, Nebraska

901 Locust Street
Suite 404
Kansas City, MO 64106
816-329-3920
816-329-3921 (fax)

March 13, 2013

Honorable Jay Vavricek
Mayor
City of Grand Island
100 East First Street
Grand Island, NE 68801

RE: FTA 5307 Program Grand Island Direct
Recipient Requirements

Dear Mayor Vavricek:

The Governor of Nebraska has designated the city of Grand Island, Nebraska to serve as a Direct Recipient for Federal Transit Administration Section 5307 funds. In order for the city of Grand Island to apply for grant funding, the city needs to provide the following documents (examples attached) by April 30, 2013 in order to apply for FTA FY2013 Section 5307 funding:

- Authorizing Resolution
- Legal Opinion
- Letter of Incumbency to the FTA

Please note that a supplemental agreement between NDOR and the city of Grand Island needs to be executed with each 5307 grant – this occurs electronically during grant processing.

For each of the sample documents attached, information in parentheses is instructional and should be struck from the final document, and the specific information requested provided in its stead. Regional Counsel Paula L. Schwach is willing to review documents in draft in order to facilitate submission of documents which will be acceptable to FTA. She can be reached at 816-329-3935 or at Paula.Schwach@dot.gov.

If you have any questions about FTA's Section 5307 program or metropolitan planning requirements please contact Joni Roeseler, Team Leader for Planning & Program Development at (816) 329-3936 or joan.roeseler@dot.gov

Sincerely,

Mokhtee Ahmad
Regional Administrator

Cc: Kari Ruse, NDOR
Abe Anshasi, NDOR
Brad Zumwalt, NDOR
Dustin Butler, Hall County Transit, Director
Steve Riehle, Hall County, Engineer
Pamela Lancaster, Hall County, District 4 Supervisor
Mary Lou Brown, City of Grand Island

RESOLUTION 2013-125

A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53; AND ANY OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION.

WHEREAS, the Federal Transit Administrator has been delegated authority to award Federal financial assistance for a transportation project;

WHEREAS, the grant or cooperative agreement for Federal financial assistance will impose certain obligations upon the Applicant, and may require the Applicant to provide the local share of the project cost;

WHEREAS, the Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

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

1. That Mayor is authorized to execute and file an application for Federal assistance on behalf of the City of Grand Island, Nebraska with the Federal Transit Administration for Federal assistance authorized by 49 U.S.C. chapter 53 or any other Federal statutes authorizing a project administered by the Federal Transit Administration. The State of Nebraska acting through its Department of Roads ("NDOR"), is the Designated Recipient for small urbanized areas as defined by 49 U.S.C. 5302(4). The City of Grand Island, Nebraska has received authority from the Designated Recipient to apply for Urbanized Area Formula Program assistance as a Direct Recipient. NDOR and the City of Grant Island will enter into a supplemental agreement with FTA each time the City of Grand Island applies for funds.
2. That Mayor is authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a Federal assistance grant or cooperative agreement.
3. That Mayor is authorized to execute the grant and cooperative agreements with the Federal Transit Administration on behalf of The City of Grand Island, Nebraska.
4. That Finance Director/City Treasurer is authorized to draw against available grant funding using the ECHO web system.
5. That the City of Grand Island intends to insure that the matching funds necessary for providing transit services are included and that spending authority is authorized as needed within the approved annual budget of the City of Grand Island.

Approved as to Form	▣ _____
April 19, 2013	▣ City Attorney

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Adopted by the City Council of the City of Grand Island, Nebraska, April 23, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

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City of Grand Island

Tuesday, April 23, 2013

Council Session

Item I-3

**#2013-126 - Consideration of Approving Emergency Procurement
for Platte Generating Station Cooling Tower Repairs**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: April 23, 2013

Subject: Emergency Procurement for Platte Generating Station
Cooling Tower Repairs

Item #'s: I-3

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Platte Generating Station utilizes a cooling tower for the plant's turbine-generator cooling water system. The system is designed for flows of over 30,000 gallons per minute and is critical to the plant's operation. By comparison, peak water flows for the City's municipal water system are around 20,000 gallons per minute. During the night of April 8, 2013, high winds damaged one of the five fan chutes on the cooling tower.

Although the tower is still operational at this time, the plant's generating capacity will be limited as daytime temperatures increase during summer conditions. The cost of the repair is estimated at \$60,000, with a completion time of five to six weeks after an order is placed. City Procurement Code requires that purchases over \$40,000 for the electric utility be formally advertised for bid, and a contract be approved by Council. The Procurement Code also allows Council to issue a declaration of emergency and authorize emergency procurement based on the most competitive method that the situation allows.

Discussion

Under normal procurement procedures, the soonest that a bid award could be done is at the May 13, 2013 meeting, with a repair completion date around the end of June, and a very high probability of limited generation capacity at Platte Generating Station during the peak demand season. Any additional power to meet this demand would need to be purchased from the market or through the use of gas-fired generation at Burdick Station. It would also impact the potential for surplus power sales from Platte Generating Station to the market.

The engineering staff at Platte Generating Station has been in contact with contractors specializing in cooling tower repairs and has identified four vendors who are currently preparing bids for the repair. Should the Council authorize the declaration of emergency procurement, an immediate award should be possible and repairs completed by the end of May 2013.

It is the recommendation of the Department that a declaration of emergency procurement be authorized and plant staff should proceed with obtaining a contractor to perform the cooling tower repairs in a timely manner. This will provide an unconstrained generation source for the City and avoid possible financial impacts.

Alternatives

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

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

Recommendation

City Administration recommends that the Council authorize the declaration of emergency procurement for Emergency Repairs to the Platte Generating Station Cooling Tower.

Sample Motion

Move to approve authorize the declaration of emergency procurement for Emergency Repairs to the Platte Generating Station Cooling Tower.



RESOLUTION 2013-126

WHEREAS, during the night of April 8, 2013, high winds damaged one of the five fan chutes on the cooling tower at the Platte Generating Station; and

WHEREAS, under normal procurement procedures, the soonest that a bid award could be done is at the May 13, 2013 meeting, with a repair completion date around the end of June, and a very big probability of limited generation capacity at Platte Generating Station during the peak demand season; and

WHEREAS, the engineering staff at Platte Generating Station has been in contact with contractors specializing in cooling tower repairs, and has identified four vendors who are currently preparing bids for the repair; and

WHEREAS, should the Council authorize the declaration of emergency procurement, an immediate award should be possible and repairs completed by the end of May 2013 with an estimated cost of \$60,000.00; and

WHEREAS, the Utilities Department has recommended that a declaration of emergency procurement be authorized and plant staff be authorized to proceed with obtaining a contractor to perform the cooling tower repairs in a timely manner as to provide an unconstrained generation source for the City and avoid possible financial impacts.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Utilities Department is authorized to proceed with obtaining a contractor to repair the cooling tower at Platte Generating Station as an emergency procurement at an estimated cost of \$60,000.00.

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Adopted by the City Council of the City of Grand Island, Nebraska, April 23, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 19, 2013	☐ City Attorney



City of Grand Island

Tuesday, April 23, 2013

Council Session

Item J-1

Approving Payment of Claims for the Period of April 10, 2013 through April 23, 2013

*The Claims for the period of April 10, 2013 through April 23, 2013 for a total amount of \$3,174,484.30.
A MOTION is in order.*

Staff Contact: Jaye Monter