
City of Grand Island



Tuesday, May 28, 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 Sylvia Karlsson, St. Pauls Lutheran Church, 1515 South Harrison Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, May 28, 2013

Council Session

Item C-1

Proclamation “Pandemic 2013 - Zombies in the Heartland” May 31 – June 2, 2013

Coming to the Grand Island Heartland Public Shooting Park the weekend of May 31 thru June 2, 2013 will be the second Pandemic 2013 Zombies in the Heartland event. This event is an action packed 3-gun shooting event where individuals from all over the United States will use handguns, shotguns, and rifles to engage in zombie themed targets. The Mayor has proclaimed May 31 - June 2, 2013 as "Pandemic 2013 Zombie Week". See attached PROCLAMATION.

Staff Contact: Mayor Jay Vavricek

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

PROCLAMATION

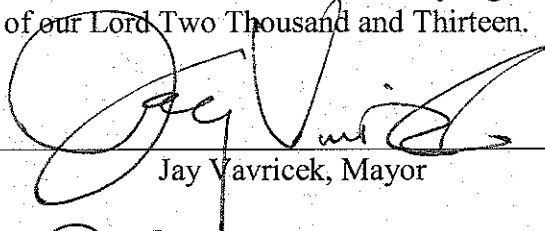
- WHEREAS, the City of Grand Island Heartland Public Shooting Park will be home to Pandemic 2013 Zombies in the Heartland event the weekend of May 31 thru June 2, 2013; and
- WHEREAS, the event is made possible through the partnership of the Heartland Public Shooting Park and major event sponsors Hornady Manufacturing and the Nebraska National Guard; and
- WHEREAS, Pandemic 2013 is an action packed 3-gun shooting event where individuals will use handguns, shotguns, and rifles to engage zombie themed targets; while vying for the top spot utilizing speed and safety on every course of fire. Participants from all over the nation will be in attendance for the largest prize table in Nebraska Shooting Sports history; and
- WHEREAS, the participation of the people of the City of Grand Island will be a celebration of all things fun and fictional this summer. With our encouragement and help to strengthen and build upon the freedoms we embrace within our community.

NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the week of May 31 – June 2, 2013 as

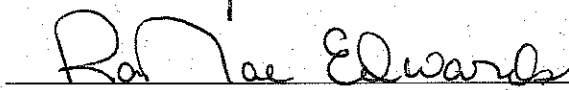
***“PANDEMIC 2013 - ZOMBIES IN
THE HEARTLAND”***

in the City of Grand Island, and encourage all citizens to support this event.

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-eight day of May in the year of our Lord Two Thousand and Thirteen.


Jay Vavricek, Mayor

Attest:


RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 28, 2013

Council Session

Item C-2

Proclamation “Tourism Recognition Month” May 2013

Travel and tourism are extremely important to the community of Grand Island in terms of revenues generated, and because the travel and tourism industry contributes to the employment, economic prosperity, international trade, relations and peace, understanding, and goodwill. Mayor Vavricek in conjunction with the Hall County Convention and Visitors Bureau, has proclaimed the month of May, 2013 as "Tourism Recognition Month". See attached PROCLAMATION.

Staff Contact: Mayor Jay Vavricek

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

PROCLAMATION

WHEREAS, the travel and tourism industry in Grand Island is vital to our economic stability and growth and it contributes substantially to Grand Island's employment, economic prosperity, international trade and relations, peace, understanding and goodwill; and

WHEREAS, travel and tourism ranks as one of Grand Island's largest industries in terms of revenue generated contributing over \$150 million in our economy by people visiting our attractions and staying in our hotels; and

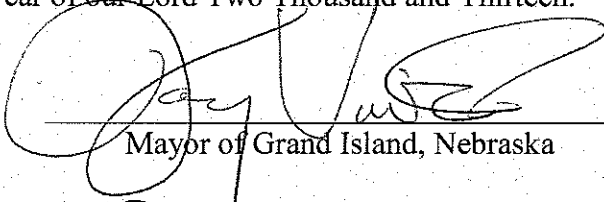
WHEREAS, recognizing travel and tourism can be expected to play an even greater role in the lives of those who live in the Greater Grand Island area.

NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, in recognition of the unique significance of the travel and tourism industry in the lives of the citizens of Grand Island, do hereby proclaim the month of May 2013 as

"Tourism Recognition Month"

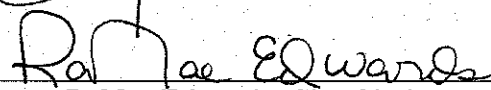
in the City of Grand Island, and urge all citizens to observe tourism with appropriate ceremonies and activities.

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-eighth day of May in the year of our Lord Two Thousand and Thirteen.



Mayor of Grand Island, Nebraska

Attest:



RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 28, 2013

Council Session

Item E-1

Public Hearing on Request from Besi and Zeki, LLC dba Napoli's Italian Restaurant, 3421 Conestoga Drive for a Class "I" Liquor License

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: May 28, 2013

Subject: Public Hearing on Request from Besi and Zeki, LLC dba Napoli's Italian Restaurant, 3421 Conestoga Drive for a Class "I" Liquor License

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

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

Discussion

Besi and Zeki, LLC dba Napoli's Italian Restaurant, 3421 Conestoga Drive has submitted an application for a Class "I" Liquor License. A Class "I" Liquor License allows for the sale of alcohol on sale only inside the corporate limits of the city.

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

Also submitted with the application was a request from Florim Ramadani, 5011 Starling Drive, Lincoln, NE for a Liquor Manager Designation.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application for Besi and Zeki, LLC dba Napoli's Italian Restaurant, 3421 Conetoga Drive for a Class "T" Liquor License contingent upon final inspections and Manager Designation for Florim Ramadani, 5011 Starling Drive, Lincoln, NE contingent upon completion of a state approved alcohol server/seller training program.

05/14/13
15:19

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 1

City : Grand Island
Occurred after : **:**:** **/**/****
Occurred before : **:**:** **/**/****
When reported : 08:30:00 05/01/2013
Date disposition declared : 05/02/2013
Incident number : L13050187
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License
Investigation
Incident address : 3421 Conestoga Dr
State abbreviation : NE
ZIP Code : 68803
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number : RaNae
Geobase address ID : 18361
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status : NCI Non-criminal Incident
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	184643	05/13/13	Petro, Zee	
Employee/Translate				
NM	184540	05/08/13	Shala, Zejnepe	Besim's Wife
NM	164546	05/07/13	Ramadani, Florim	Liquor Manager
NM	184526	05/07/13	Shala, Besim	Owner
NM	167890	05/02/13	Napoli's,	Business

Involved

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT21	Restaurant	

LAW INCIDENT NARRATIVE:

Napoli's is Changing Ownership and Florim Ramadani is Applying for the Liquor Manager Position.

LAW INCIDENT OFFENSES DETAIL:

Se	Offe	Offense code	Arson Dama
1	AOFF	Alcohol Offense	0.00

LAW INCIDENT RESPONDERS DETAIL:

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

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
318		

Grand Island Police Department
Supplemental Report

Date, Time: Tue May 07 14:57:06 CDT 2013
Reporting Officer: Vitera
Unit- CID

Napoli's is changing ownership. Besim Shala is buying the business and applying for a new Class I (beer, wine, distilled spirits, on sale only) LLC retail liquor license. He also applied for a Temporary Operating Permit (TOP). Besim and his wife (Zejnepe Shala) are the only two listed on the application. Florim Ramadani is applying to be the liquor manager. Florim's wife (Syzane Mehmeti) is also on the application. Zejnepe and Syzane each signed a Spousal Affidavit of Non-Participation.

While reviewing the liquor license application, I noticed that Besim and Zejnepe didn't disclose any criminal convictions, and the prior owner of Napoli's (George Plaku) is financing Besim. Part of the application asks the applicant to list his residences for the last ten years. Besim stated the he lived in Kosovo from 1974-2006; Enid, OK from 2006-2012; Yukon, OK from 2012-2013; and Grand Island from 2013 until the present. Another question on the application asks if the applicant has been a part of any other liquor license in Nebraska or any other state. Besim listed a restaurant in Kansas and a restaurant in Oklahoma.

I checked Spillman and NCJIS for Besim and Zejnepe. Neither one of them were in Spillman. Zejnepe was not in NCJIS. Besim had one entry in NCJIS. It looks like he was stopped by NSP on 3/13/13 for a headlight violation. It shows a Texas driver's license number which is odd since Besim listed his past residences in Oklahoma and a restaurant in Kansas.

I also checked Besim and Zejnepe for warrants and driver's license status through Texas, Oklahoma, and Kansas. I found that neither one of them have any outstanding arrest warrants. Besim has a Texas driver's license which shows one speeding conviction in Texas. Zejnepe has a valid Oklahoma driver's license.

I checked them both through ICE and was advised that Besim is a Legal Permanent Resident, and Zejnepe is a Naturalized Citizen. I checked them through an online law enforcement database and didn't come up with anything out of the ordinary other than it showed a past residence for the Shala's in Dallas, Texas. I did a general search for Besim Shala on the Internet, but there were too many to narrow down.

I also called law enforcement in the three Oklahoma cities listed on the application. I went through the records department in each city. Yukon didn't have any record of the Shala's. Enid advised that Besim had been stopped three times for traffic violations. He was cited once for speeding and no insurance, cited another time for speeding, and cited for a seatbelt violation. Enid didn't have any record of Zejnepe. I'm still waiting to hear back from Oklahoma City.

I contacted the Alcoholic Beverage Laws Enforcement Commission (ABLE) in Oklahoma and was told that Besim Shala operated the Bella Italia Restaurant in Bethany, OK for one year and didn't have any liquor law violations. I also called the Kansas Department of Revenue Alcoholic Beverage Control (ABC) and learned that Besim only had a liquor license for two months in Salina, KS at a restaurant called Venezia. There were no violations there either.

After reviewing the liquor license application, I looked over the liquor manager application for Florim Ramadani. I did an investigation on Napoli's when it first opened. Florim was the liquor manager at that time in 2011 and then again when it changed ownership in 2012. I did not find anything on the prior two investigations that would have precluded Florim from being the liquor manager. At this time, I don't see any additional local or state criminal history that would contradict my prior investigations. The only thing that concerns me a little bit is the fact that Florim moved to Lincoln and is managing a restaurant there called Florio's. Also, Napoli's in Grand Island had two separate sales to minors in 2012.

On 5/10/13, I met with Besim at Napoli's. Besim speaks English, but he had an employee (Zee Petro) sit in just in case we needed translation. I went over the application with Besim and asked him about being convicted of charges. Besim advised that he has received two or three tickets in his lifetime but nothing more serious than that. He also said that he doesn't have any criminal history in Europe either. Besim didn't think that Zejnepe had ever been cited for anything.

Besim received his TOP. He advised that he is also buying the Napoli's in Hastings. Besim is not related to George Plaku. They became friends when they each lived in Kansas. I also asked Besim to explain why he had a

Texas driver's license but never listed anywhere in Texas as a residence. Besim said when he arrived in the United States from Kosovo, Dallas, Texas is where he entered. Besim obtained a driver's license and temporary living arrangements, but he only stayed in Texas for a few weeks.

Besim operated a restaurant in Kansas with a liquor license for a couple of months, but it was not successful. He also had a restaurant in Oklahoma with a liquor license for about one year. During that time, he was negotiating with George Plaku to buy his restaurants in Grand Island and Hastings.

The last thing we discussed is why he has Florim as his liquor manager when Florim runs a restaurant in Lincoln and is the liquor manager there. Besim said he can't be the manager because he is not a citizen of the United States. After school lets out for the Summer, Zejnepe and the rest of the family will move to Grand Island from Oklahoma. Besim anticipates Zejnepe being the liquor manager. If that's the case, Zejnepe will have to contact the NLCC and rescind her Spousal Affidavit of Non-Participation agreement.

All in all, the Grand Island Police Department does not have any objection to Besim Shala receiving a liquor license for Napoli's or to Florim Ramadani being the liquor manager.



City of Grand Island

Tuesday, May 28, 2013

Council Session

Item E-2

Public Hearing on Request from Sunrise Restaurants, LLC dba Denny's, 3333 Ramada Road for an Addition to Class "I-98966" Liquor License

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: May 28, 2013

Subject: Public Hearing on Request from Sunrise Restaurants, LLC dba Denny's, 3333 Ramada Road for an Addition to Class "I-98966" Liquor License

Item #'s: E-2 & I-2

Presenter(s): RaNae Edwards, City Clerk

Background

Sunrise Restaurants, LLC dba Denny's, 3333 Ramada Road has submitted an application for an addition to their Class "I-98966" Liquor License. The request includes the addition on the liquor license to include the Howard Johnson Riverside Inn & Conference Center, approximately 103' x 76'.

Discussion

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

Currently their license covers the lounge and restaurant areas. They are requesting to extend their license to cover the Howard Johnson Convention Center as well as the public areas of the hotel. Plans for renovation are being pursued at this time in order to meet City Code building regulations and safety requirements. Staff is recommending approval contingent upon completing the installation of emergency egress windows and submission of a concept plan for code compliance.

Alternatives

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

1. Approve the application.

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

Recommendation

Based on the Nebraska Liquor Control Commission's criteria for the approval of Liquor Licenses, City Administration recommends that the Council approve the application contingent upon completing the installation of emergency egress windows and submission of a concept plan for code compliance.

Sample Motion

Move to approve the application for an addition to Sunrise Restaurants, LLC dba Denny's, 3333 Ramada Road Liquor License "I-98966" contingent upon completing the installation of emergency egress windows and submission of a concept plan for code compliance.



City of Grand Island

Tuesday, May 28, 2013

Council Session

Item E-3

**Public Hearing on Request to Rezone Property Located South of
Capital Avenue West of the Moore's Creek Drainway from RD
Residential Development to Amended RD Residential Development
Zone**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: May 28, 2013

Subject: Rezone Properties Located West of US Hwy 281 and South of Capital Avenue from RD Residential Developmental Zone to Amended RD Residential Developmental Zone

Item #'s: E-3 & F-2

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

Background

Concerning a request to rezone Sterling Estates 2nd Subdivision and amend the approved development plan for the RD zone. The requested amendment would permit the construction of 5 additional detached garage buildings in conjunction with the first phase of the development.

Discussion

At the regular meeting of the Regional Planning Commission, held May 1, 2013 the above item was considered following a public hearing.

O'Neill opened the Public Hearing.

Nabity explained this was a request to rezone approximately 13.79 acres of land located west of US Hwy 281 and south of Capital Ave. From RD to Amended RD Zone to allow the developers to add 5 more garages to the development plan adjacent to the apartment buildings.

There was no other discussion.

O'Neill closed the Public Hearing.

A motion was made by McCarty and seconded by Reynolds to approve the rezone from RD Residential Developmental to Amended RD Residential Developmental Zone.

A roll call vote was taken and the motion passed with 7 members present and 7 voting in favor (McCarty, Reynolds, Ruge, O'Neill, Hayes, Bredthauer and Snodgrass) and no one present voting against.

Alternatives

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

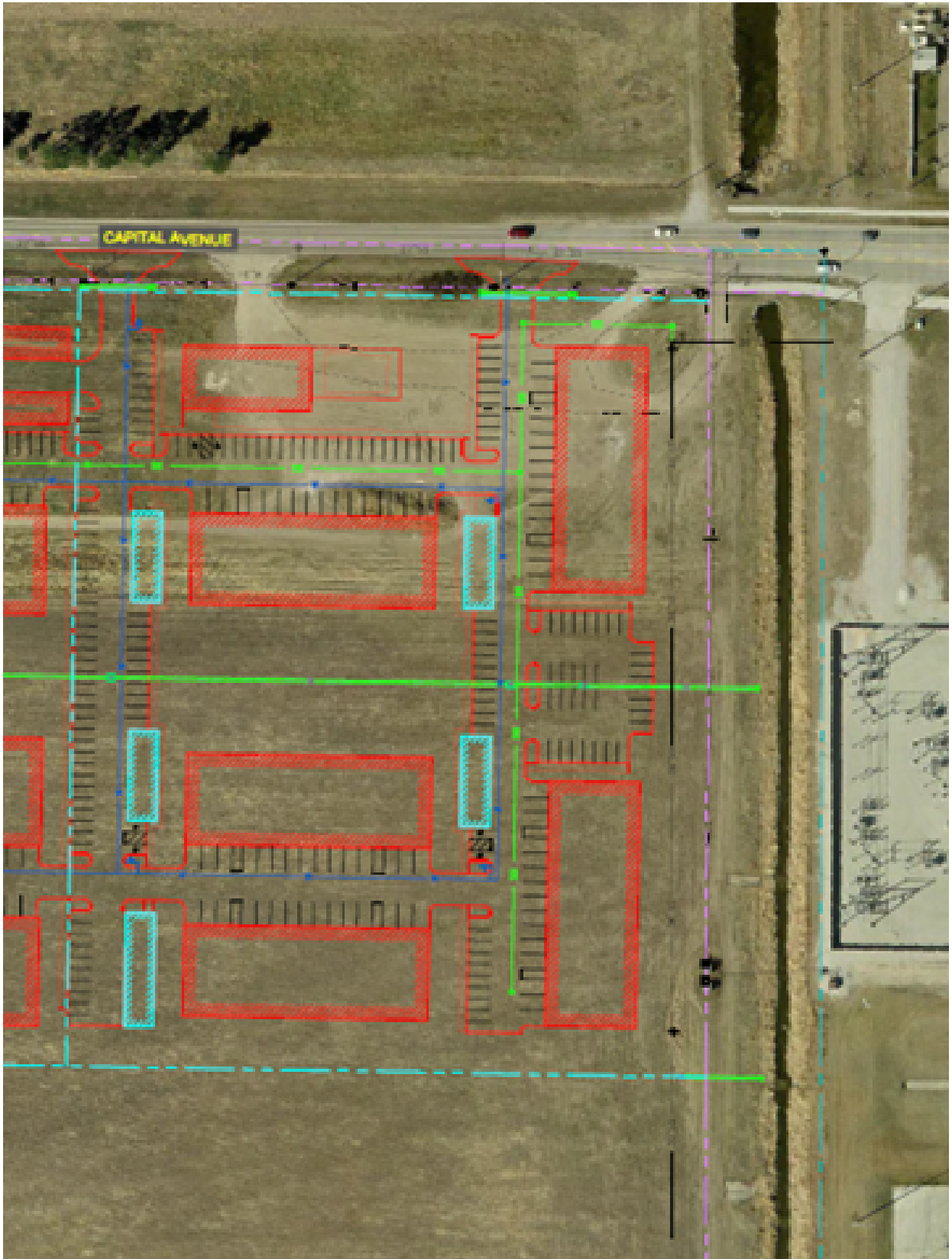
1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Postpone the issue

Recommendation

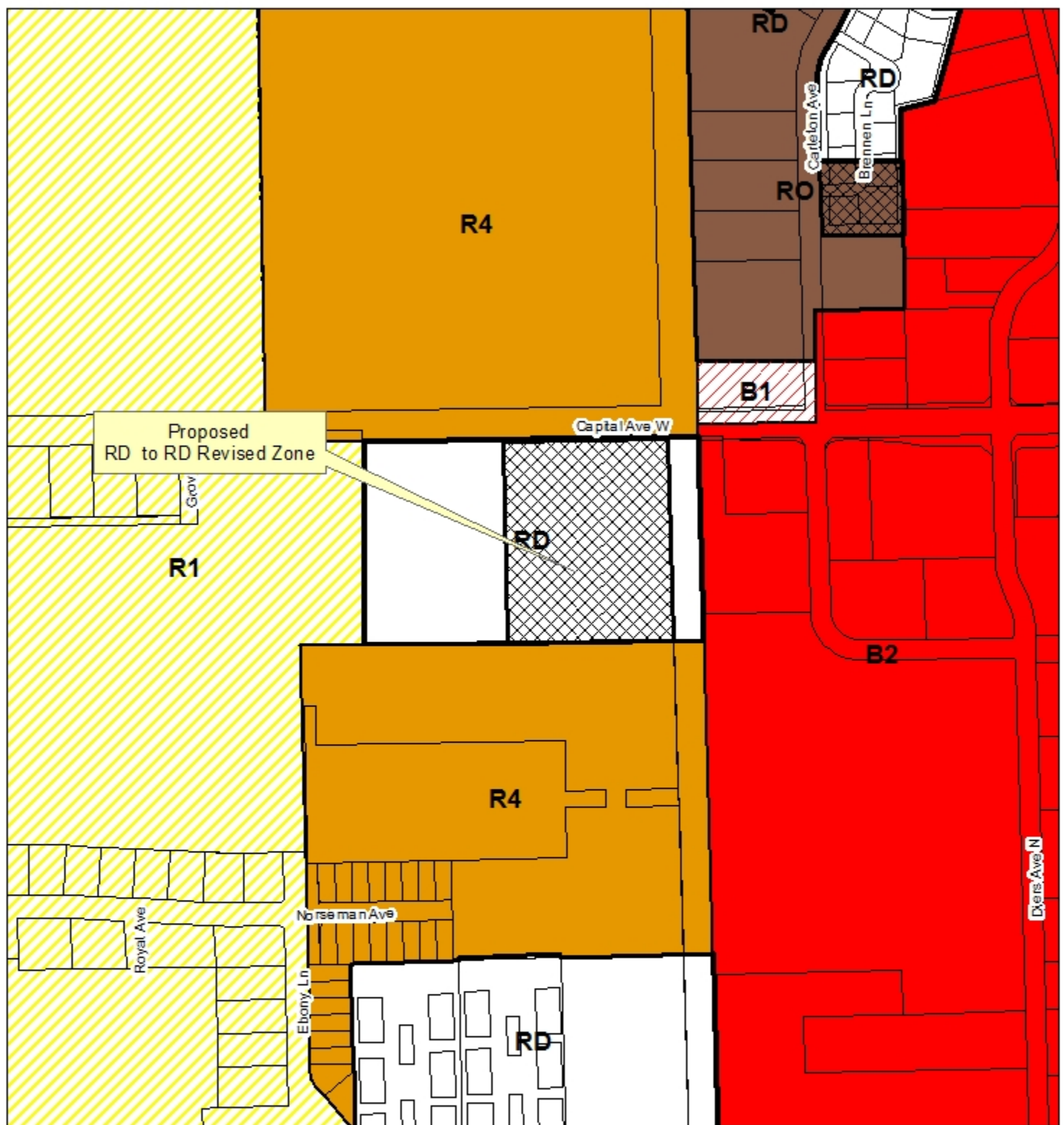
City Administration recommends that the Council approve the proposed changes as recommended and authorize the City Clerk to file an amended development plan with the Hall County Register of Deeds.

Sample Motion

Move to approve the rezone request for property.



New garages are shown in blue next to the approved buildings in a north south configuration.





Requested Zoning



Scale : NONE

C-13-2013GI



-  From RD : Residential Development Zone
-  to RD : Residential Development Zone Revised



City of Grand Island

Tuesday, May 28, 2013

Council Session

Item E-4

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

Staff Contact: Ann Martin, Chair of the GIAEDC

Council Agenda Memo

From: Mary Lou Brown, City Administrator

Meeting: May 28, 2013

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

Item #'s: E-4 & G-5

Presenter(s): Ann Martin, Chair of the Grand Island Economic Development Board of Trustees

Background

The voters of the City of Grand Island approved an economic development plan at the May 6, 2003 election. Subsequent to the election, the city has adopted an ordinance that establishes the economic development plan and a Citizens' Advisory Review Committee to oversee the process of approving applications for economic development incentives. The Citizens' Advisory Review Committee is required by State Statute and the Grand Island City Code to make an annual report to the City Council.

Discussion

The Citizens' Advisory Review Committee has been conducting regular meetings during the last six months as required by the City Code and the Nebraska Statutes. The committee looks forward to receiving and reviewing meritorious applications for consideration in the future. The committee received the semi-annual report from the Economic Development Corporation at its meeting of May 21, 2013 and voted to forward it on to the City Council for its review and acceptance.

Alternatives

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

1. Accept the annual report of the Citizens' Advisory Review Committee.

2. Do not accept the annual report of the Citizens' Advisory Review Committee.

Recommendation

City Administration recommends that the Council accept the annual report of the Citizens' Advisory Review Committee.

Sample Motion

Move to accept the annual report of the Citizens' Advisory Review Committee.

Semi-Annual Report
To the City of Grand Island
May 28, 2013

As we near the final months of our tenth year of serving this community with the Local Option Plan, LB-840, we would like to thank each of you, and the previous Administration for their support on the 19 projects approved and the future of this program for the next 10 years.

Over the past years, the EDC has been instrumental in creating over 1,188 direct jobs from the LB-840 plan, with an economic impact of over \$36.6 million in payroll. Economic growth, specifically productive growth, is vital to improve the wellbeing of each family in Grand Island and surrounding communities. Economic growth makes addressing many of the problems of our community easier.

The EDC continues to recruit new businesses that fit well in this community. We also work consistently in recruitment of workforce. Last fall we hosted two possible projects which would have had a huge impact on this community. Each one of these was different than the last. We have learned over the years that you can purchase land for future businesses, but if you don't have that site "shovel ready" you probably won't have another opportunity.

A big thank you for your support on the development of Platte Valley Industrial Park East. The approval of the \$925,000 Community Development Block Grant along with the matching funds from the

LB-840 funding have been used for construction of the water, sewer and paving of Blaine Street. This park is not only in the City limits of Grand Island, but is zoned heavy manufacturing, and declared blight and substandard lending itself for Tax Increment Financing for the new business on the horizon.

PVIP East's close proximity to Interstate 80, being located between two (2) 4-lane highway's (281 & S. Locust), Grand Island's redundant power, serviced by Union Pacific railroad, and zoned heavy manufacturing are all essential recruitment tools which make this park Nebraska's premier Industrial Park.

It is no secret that the EDC is about creating jobs and increasing our tax base, but this organization goes well beyond creating jobs. We are involved in various community projects and state legislation.

- The sewer extension to Interstate 80
- Career Pathways Institute
- Revitalization of our Downtown, and
- Legislation (LB-66) is focusing on allowing redevelopment for former military bases located outside of City Limits.

Our top priority this year is to insure that our Veterans have a wonderful new home right here in Grand Island.

All this good news is not without its challenges. A year ago City Council approved the LB-840 application for Medbery Fabrication LLC. Unfortunately, Ed Medbery was unable to fulfill the hiring requirements. Mr. Medbery has repaid the City the full amount given to him and is under no further obligations.

Since October 1, 2012, Nova-Tech has fulfilled their job creation obligations and the total amount of their grant has been forgiven. Standard Iron has retained the 123 employees and the first of three forgiveness years has been satisfied with \$75,000 being forgiven. Rogue Mfg. continues to meet the terms of their agreement. They currently have 12.09 FTE's, and our best kept secret is Hastings Foods. They continue to expand their operations and increase their FTE's. Gary Deal does a wonderful job with the Grand Island plant. They started with just a handful of employees and now are at 92 FTE's.

In our quest to find employees to fill key positions within our manufacturing and various other entities, we are very excited to host over 500 UNL and UNO Engineering students to our community on September 27th. This daylong event will allow our industries a chance to not only showcase their business, but allow students to experience what this community has to offer and seek answers to questions they may have regarding future positions after college. The EDC will be asking companies to host tours and participate in a job fair at the conclusion of their day long visit to our community. We are in the planning stages of this event, so we ask any of you who are interested in participating to let us know.

These are only a few of the exciting affairs that we deal with in our office. As we move forward into the next generation of LB-840 we ask for your continued support.

Presented by:
Ann Martin
Chairwoman of the Board



City of Grand Island

Tuesday, May 28, 2013

Council Session

Item E-5

Public Hearing on Acquisition of Public Right-of-Way in Summerfield Estates 5th Subdivision (Little B's Corporation)

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

Council Agenda Memo

From: Terry Brown PE, Manager of Engineering Services

Meeting: May 28, 2013

Subject: Public Hearing on Acquisition of Public Right-of-Way in Summerfield Estates 5th Subdivision (Little B's Corporation)

Item #'s: E-5 & G-8

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

Background

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council. The developer of Summerfield Estates 5th Subdivision, Little B's Corporation, has offered the dedication of public right-of-way to allow realignment of roadway to conform to the revised preliminary plat.

Discussion

To allow for development of Lot Six (6), Block One (1) and Lot Eight (8), Block Two (2) of Summerfield Estates 5th Subdivision it is requested that a portion of each lot be dedicated to the City as public right-of-way (see attached sketches).

Alternatives

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

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

Recommendation

City Administration recommends that the Council conduct a Public Hearing and approved acquisition of the public right-of-way.

Sample Motion

Move to conduct a Public Hearing and approve the acquisition of the public right-of-way.

• THIS SPACE RESERVED FOR REGISTER OF DEEDS •

PUBLIC RIGHT-OF-WAY

LITTLE B'S CORPORATION, a Nebraska Corporation, herein called the Grantor, in consideration of ONE DOLLAR (\$1.00) and other consideration, receipt of which is hereby acknowledged, hereby grants and conveys unto the

CITY OF GRAND ISLAND, NEBRASKA,

a municipal corporation in Hall County, State of Nebraska, herein called the Grantee, a permanent and perpetual public right-of-way to construct, operate, maintain, extend, repair, replace, and remove public utilities, including but not limited to, sanitary sewers, storm sewers, water mains, electric utility poles, overhead and underground power lines, manholes, pipelines, surface markers, and other appurtenances, upon, over, along, across, in, underneath and through a tract of land comprising a part of Summerfield Estates 5th Subdivision, in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

- 1 -

A TRACT OF LAND CONSISTING OF PART OF LOT 6, BLOCK 1 OF SUMMERFIELD ESTATES 5TH SUBDIVISION, LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER (W ½, SW ¼) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 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 6, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF WARBLER ROAD AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N89 51'51"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 37.08 FEET; THENCE DEPARTING SAID NORTH R.O.W. LINE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 34 27'31", AN ARC LENGTH OF 21.05 FEET, A RADIUS OF 35.00 FEET AND A CHORD BEARING N72 54'24"E FOR A DISTANCE OF 20.73 TO A POINT OF REVERSE CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 18 19'43", AN ARC LENGTH OF 19.19 FEET, A RADIUS OF 60.00 FEET AND A CHORD BEARING N64 50'30"E FOR A DISTANCE OF 19.11 FEET TO A POINT ON THE EAST LINE OF SAID LOT 6; THENCE S00 08'09"W ALONG SAID EAST LINE A DISTANCE OF 14.31 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 225.44 SQUARE FEET MORE OR LESS.

AND,

A TRACT OF LAND CONSISTING OF PART OF LOT 8, BLOCK 2 OF SUMMERFIELD ESTATES 5TH SUBDIVISION, LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER (W ½, SW ¼) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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together with the following rights, namely, unrestricted ingress and egress under, over, and across such land for the purpose of exercising the rights herein granted, to excavate and refill ditches and trenches, and the right to clear and keep clear of trees, roots, brush, hedges, undergrowth, and other obstructions from the surface of such tracts interfering with the location, construction, inspection,

- 2 -

repair, replacement, removal, and maintenance of such utilities. Any such utilities and appurtenances placed upon, over, and under such tracts of land shall remain the property of the Grantee and may be removed or replaced at any time.

The Grantors, for themselves, their heirs, executors, administrators, successors, and assigns, hereby covenant that no buildings, fences, or structures shall be erected or permitted on said tract and that the public right-of-way herein granted shall run with the title to such tract of land and be binding upon the Grantors, their successors and assigns.

DATED: _____, 2013

GRANTOR:

LITTLE B'S CORPORATION
A Nebraska Corporation

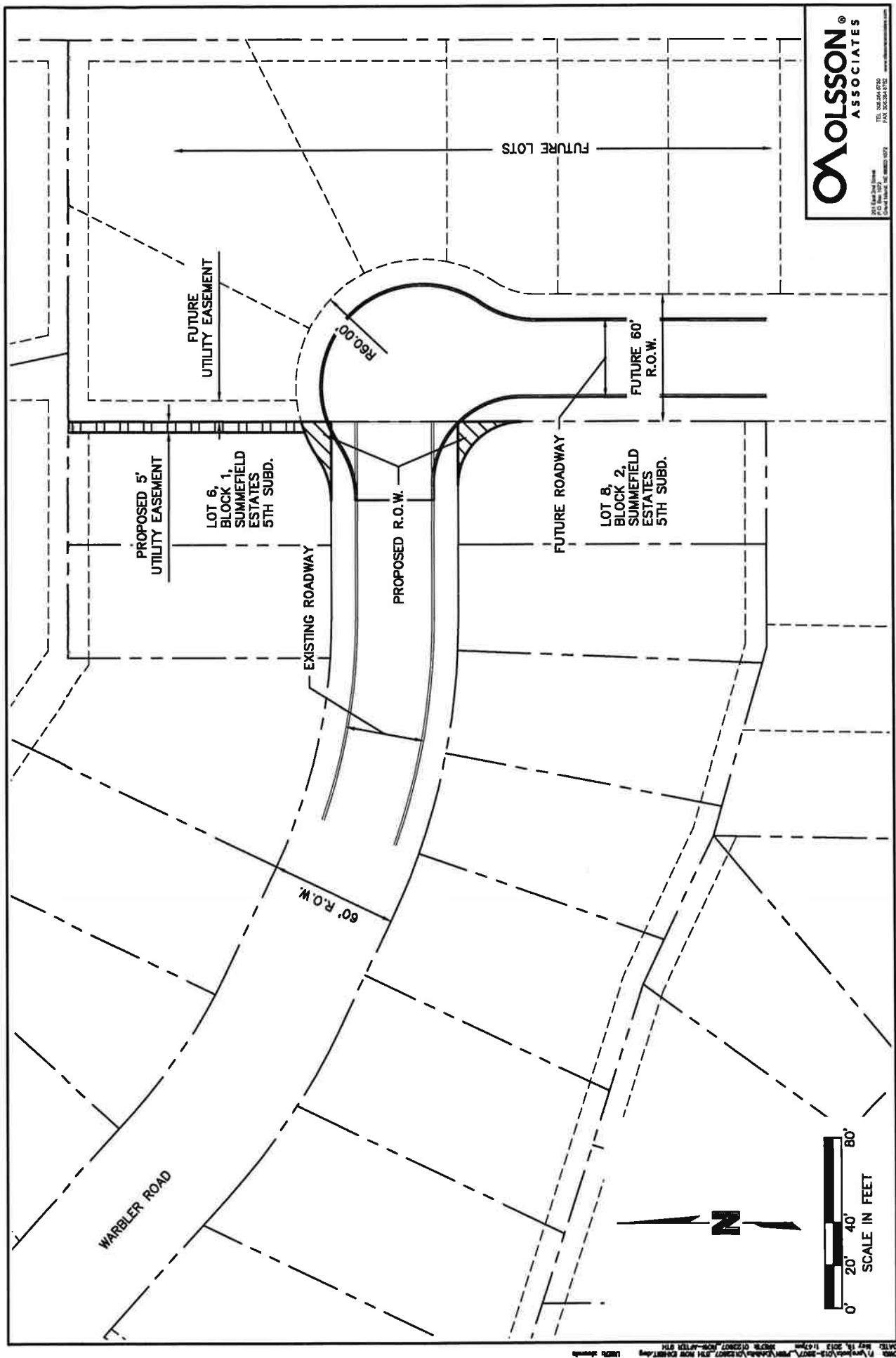
BY _____
Greg Baxter, President

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

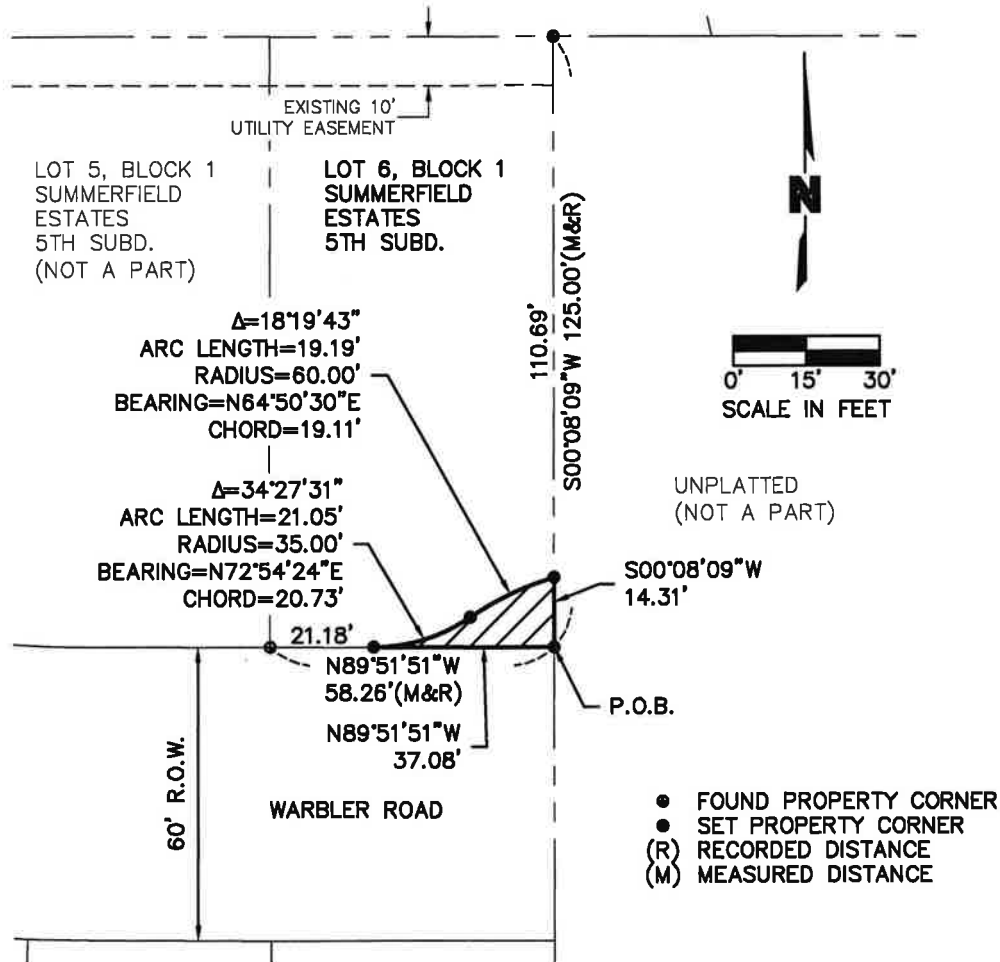
On this _____ day of _____, 2012, before me, the undersigned, a Notary Public in and for said County and State, personally appeared GREG BAXTER, PRESEIDENT, to me known to be the identical person who signed the foregoing Public Utilities Easement and acknowledges the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.

Notary Public



SURVEY RECORD
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
LOT 6, BLOCK 1
SUMMERFIELD ESTATES 5TH SUBDIVISION



LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF LOT 6, BLOCK 1 OF SUMMERFIELD ESTATES 5TH SUBDIVISION, LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER (W1/2, SW1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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JAI JASON ANDRIST, NEBRASKA REGISTERED LAND SURVEYOR NO. LS-630

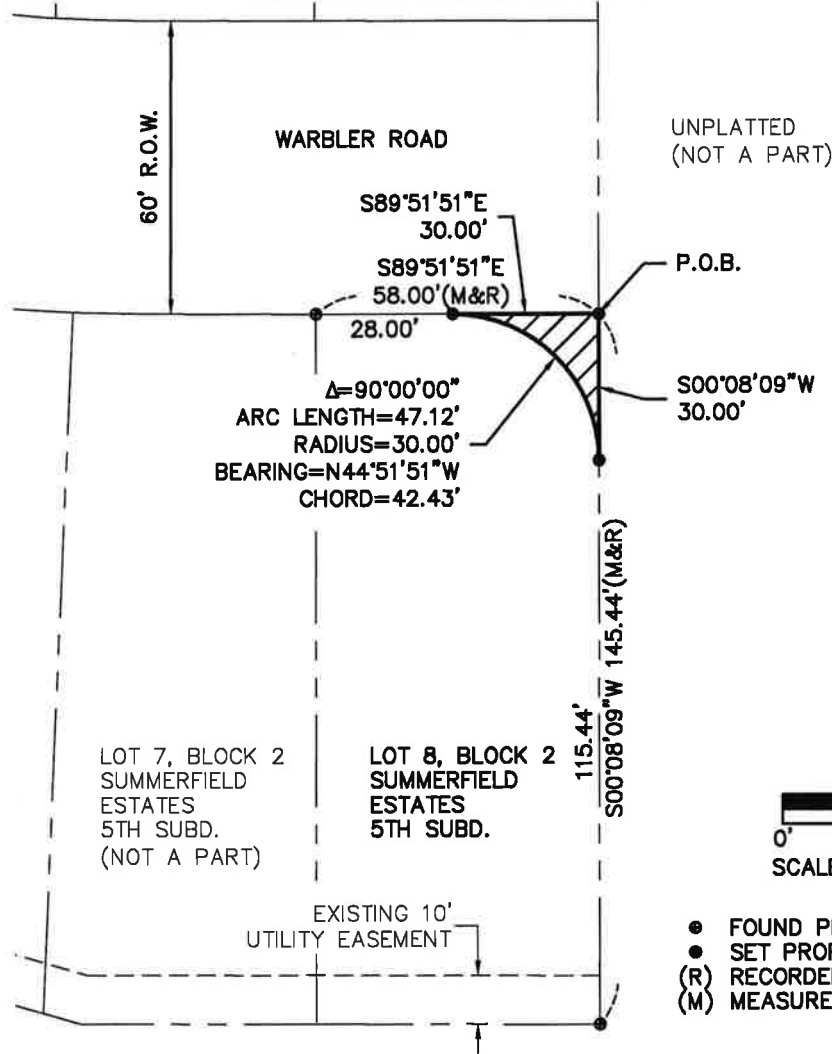
DATE

MOLSSON
ASSOCIATES

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

DWC: F:\projects\012-2807\Final_Plot\0122807_5TH ROW.dwg
DATE: May 16, 2013 12:49pm
USER: zloomis
XREFS: 0122807_ROW

SURVEY RECORD
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
LOT 8, BLOCK 2
SUMMERFIELD ESTATES 5TH SUBDIVISION



- FOUND PROPERTY CORNER
- SET PROPERTY CORNER
- (R) RECORDED DISTANCE
- (M) MEASURED DISTANCE

LEGAL DESCRIPTION

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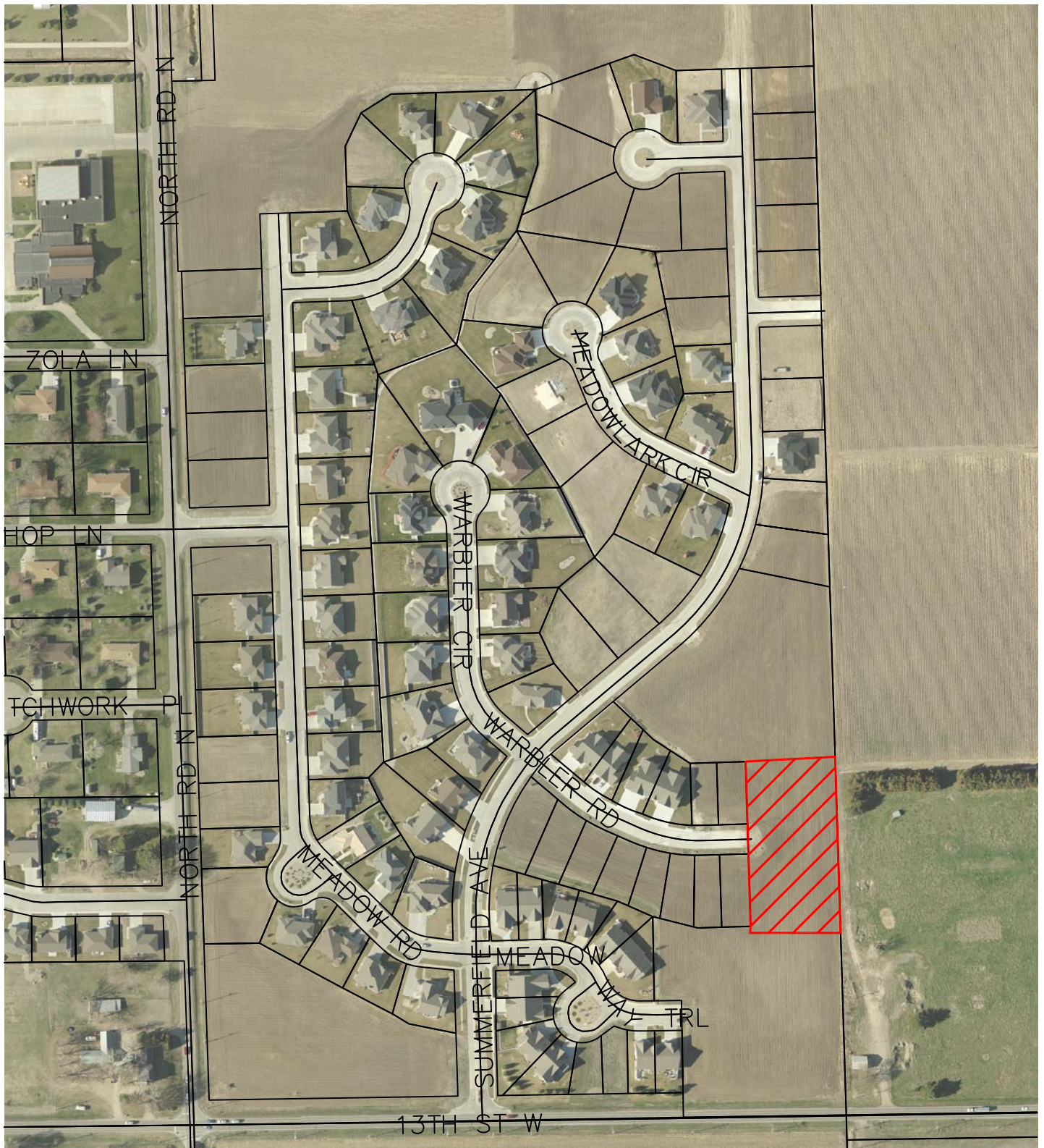
JAI JASON ANDRIST, NEBRASKA REGISTERED LAND SURVEYOR NO. LS-630

DATE _____

MOLSSON
ASSOCIATES

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

USER: zoomis
DWG: F:\projects\012-2807\PBIN\Final_Plot\0122807_5TH ROW.dwg
DATE: May 16, 2013 1:06pm
XREFS: 0122807_ROW



= EASEMENT DEDICATION AREA

CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT

DATE: 05/21/13

DRAWN BY: TJY

APPVD. BY:

SCALE: NONE

SUMMERFIELD 5TH EDITION

EASEMENT DEDICATION

PLAN





City of Grand Island

Tuesday, May 28, 2013

Council Session

Item E-6

Public Hearing for Neighborhood Stabilization Program Income Reuse Program

Staff Contact: Marco Floreani

Council Agenda Memo

From: Marco Floreani, Community Development Administrator

Meeting: May 28, 2013

Subject: Public Hearing for Neighborhood Stabilization Program
Income Reuse Program

Item #'s: E-6 & I-7

Presenter(s): Marco Floreani, Community Development Administrator

Background

The City of Grand Island's Community Development Division will be administering Neighborhood Stabilization Program (NSP) Income Reuse Funds for local activities to demolish blighted structures and/or redevelop housing, and provide direct subsidies for purchase of a home by low-to-moderate income individuals or families.

Program Income generally means gross income received by the City through the repayment of housing loans, sale of property, receipts from a sub-receipt or from a sub-recipient of the City that was generated from the use of NSP funds. Receipts generated from program income will be considered to be program income regardless of the number of times it may be reused.

Program Income includes, but is not limited to:

- Payments of principal and/or interest on loans made using NSP funds.
- Proceeds from the disposition (by sale or long-term lease) of real property purchased or improved with NSP funds.
- Interest earned on program income pending its disposition.

The City will be allowed general administration costs of up to four percent (4%) of all NSP Program Income expended during each fiscal year.

Discussion

Currently, the City has \$583,603.15 of NSP generated program income to be allocated under the guidelines of the City of Grand Island Program Income Reuse Plan for Neighborhood Stabilization Program (NSP1). The program guidelines have been

reviewed and approved by the Nebraska Department of Economic Development and following an adoption by Council, the City would be permitted to release NSP Program Income and fund NSP1 eligible activities.

Alternatives

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

1. Move to approve the Neighborhood Stabilization Program Income Reuse Program and authorize the Mayor to sign all related documents
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 adopts the Program Income Reuse Plan and authorizes the Mayor to sign all related documents.

Sample Motion

Move to approve the Neighborhood Stabilization Program grant application and authorize the Mayor to sign all related documents.



**PROGRAM INCOME REUSE PLAN for
Neighborhood Stabilization Program (NSP1)**
(Community Development Block Grant)
City of Grand Island, Nebraska

PART I: Type of Plan

Neighborhood Stabilization Program (NSP) Income Reuse Funds will be administered locally for activities that demolish blighted structures and/or redevelop housing located within NSP1 project area boundaries at the time closeout agreement with the Nebraska Department of Economic Development.

Program Income generally means gross income received by the City through the repayment of housing loans, sale of property, and other miscellaneous receipts or from a sub-recipient of the City that was generated from the use of NSP funds. Receipts generated from program income will be considered to be program income regardless of the number of times it may be reused.

Program Income includes, but is not limited to:

- payments of principal and/or interest on loans made using NSP funds.
- proceeds from the disposition (by sale or long-term lease) of real property purchased or improved with NSP funds.
- interest earned on program income pending its disposition.

The City of Grand Island will provide program and fiscal management of Reuse Funds and meet semi-annual reporting requirements of the Department of Economic Development.

General Administration:

The Grantee will be allowed general administration costs of up to four percent (4%) of all NSP Program Income expended during each fiscal year.

PART II: Goals and Objectives of the Plan

Reuse Funds will be expended only for projects that meet identified National Objective(s) primarily benefiting low-and-moderate income persons (Table 1, Appendix A). Compliance with all NSP program requirements, certifications and assurances in using program income on deposit at the time the closeout agreement is signed and in using any other remaining NSP funds available for closeout costs and contingent liabilities.

Local Objectives include:

1. To acquire and demolish blighted structures for redevelopment. To demolish or acquire, homes must be vacant for no less than 90 days and in a blighted state.

2. To provide direct subsidy for purchase of a home by low-to-moderate-income individuals.
3. To provide safe, affordable housing options for low-to-moderate-income residents.
4. To construct housing units required to allow affordable housing for low-to-moderate income homeowners to be built.
5. Not less than 25% of the City of Grand Island's Reuse funds must be expended to house individuals or families whose incomes do not exceed 50% of area median income.

PART III: Elements of the Plan

Eligible Applicants within NSP1 project boundaries

1. Low-to-moderate-income persons.

NSP-Eligible Activities and Uses

1. Demolition of blighted structures.
2. Redevelop demolished or vacant properties

Guidelines for Assistance

1. Direct Subsidy
 - a. Maximum of \$20,000
 - b. 0% interest
 - c. Forgivable loans in terms of 5 or 10 years depending on dollar amount of subsidy per unit (see guidelines below).

Less than \$15,000	5-year affordability period
\$15,000 - \$20,000	10-year affordability period
2. Development Subsidy: Given current market conditions in the neighborhoods that NSP is designed to stabilize, it is possible that the total development cost of a home may exceed local market value. The difference between the total development cost and the appraisal and/or sales price must be treated as a development subsidy that is not recoverable. Maximum amount of \$20,000.

PART IV: Requirements

1. Program Income.: Gross revenues received by the CITY of Grand Island after closeouts will be governed by the following requirements:
 - a) Program income may provide benefit to individuals and families with incomes up to 120 percent of AMI as permitted under Section II. E.
 - b) To acquire and demolish blighted structures for redevelopment. To demolish or acquire homes must be vacant for no less than 90 days and in a blighted state.
 - c) The City of Grand Island must ensure that when a house is sold, the affordability requirements are met.

PART V: Compliance

Compliance with Department of Housing and Urban Development (HUD), Nebraska Department of Economic Development and Community Development Block Grant regulations will be the duty of local City staff. The Program Income Reuse Plan will be administered with the most current and applicable guidelines and regulations. If a consultant is hired by the City for an individual project, it would be the City's responsibility to ensure consultant/contractor compliance with local, state, and federal regulations.

Local, state, and federal regulations may include but not be limited to: 1) 24 CFR 5, 2) City of Grand Island and Nebraska Department of Economic Development construction standards, 3) Section 2301(d)(2) of HERA, 4) Section 203 (b) Single Family Mortgage Limit, 5) Section 110 of the Housing and Community Development Act of 1974, as amended, 6) Fair Labor Standards Act of 1938, as amended (29 USC 102 et seq), 7) section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701(u), 8) Davis Bacon Act as amended (40 USC 276-a-276-5) and Section 2 of the June 13, 1934 Act, as amended (48 Stat 948.40 USC 276 (c), popularly known as The Copeland Act, and/or 9) the 2003 International Energy Conservation Code.

PART V: Financial Management

Funds received from forgivable loans will be deposited into a separate, interest bearing account by the servicing agent. These funds will be used for activities eligible under this NSP plan. Revenues and expenditures will be monitored and maintained through the City financial management system.

NSP1 ACQUISITION/DEMOLITION GUIDELINES

DEFINITION OF BLIGHTED STRUCTURE

Blighted structures will follow the Nebraska Department of Economic Development (DED) Community Development Block Grant (CDBG) NSP 1 definition. "This definition includes, but is not limited to, "any dwelling, garage, outbuilding, warehouse, commercial building or any other structure or part of a structure, which: because of the effects of fire, wind, flood, or other natural disaster; because of physical deterioration; or, because of demolition, or partial demolition, not carried out to completion within a reasonable period of time. This structure is not habitable as dwelling, or, in the case of a non-dwelling structure, is no longer useful for the purpose for which the non-dwelling structure was intended, and which has been designated by the City as detrimental to the public health or safety in its present condition and use."

1.0 APPLICANT ELIGIBILITY

1.1 General (Conflict of Interest)

No member of the governing body, official, employee, agent or member of their immediate family of the City of Grand Island who exercises policy, decision-making functions or responsibilities in connection with the planning and implementation of the NSP program shall directly or indirectly benefit from this program, unless the Nebraska Department of Economic Development (DED) has granted written exception to that member. This prohibition shall continue for one year after an individual's relationship

with the City ends. Any other employee, officer, or board member may be eligible, but will be treated no differently in the determination of applications accepted for funding.

2.0 PROPERTY ELIGIBILITY

2.1 Location

The structures to be acquired and/or demolished will be located in the community of Grand Island that are eligible for NSP 1 funds as defined by DED in Exhibit M of the original grant application. The eligible zip code areas are 68801 and 68803.

2.2 Unit Characteristics

Only vacant and blighted units (residential) will be eligible for demolition. A vacant property is defined as property that is not inhabited by any person for any dwelling purpose for at least 90 days.

2.3 Condition

Prior to demolition the unit will need to be determined vacant and blighted by the City Building Department or a qualified inspector. The inspector will be required to complete an approved “structure condition survey” form, which will be provided by the City. The City will also review and certify the report. Structure photographs and other information will be maintained in the City’s file clearly identifying the structure met the requirements of a blighted and vacant structure.

2.4 Environmental Review

Agencies requiring compliance with historic designations, floodplains, archeological significance, hazardous material (i.e. lead paint, asbestos), etc. will be consulted prior to acquisition and/or demolition. Any and all required permits will be obtained prior to demolition. A unit determined by such agencies to have un-resolvable compliance issues will not be eligible for demolition.

3.0 TYPE OF FINANCIAL ASSISTANCE

3.1 NSP Program

The City will negotiate a purchase price or other means of acquisition with the owner of an eligible property. Properties eligible for purchase and/or demolition will be scored and ranked on a set of predetermined criteria. Following completion of scoring and ranking, the City will purchase and demolish properties until funding is gone.

Potential properties for acquisition may be solicited from interested property owners through public notice (Grand Island Independent, other electronic and print media) and direct mailing. Property owners will have opportunity to submit property information for a period of at least 15 days from either the publication or direct contact dates. Each property will be scored on the criteria noted in section 3.3.

A committee comprised of at least one staff member from Community Development Division, Regional Planning, and the Building Departments will review proposals. Property owners will be notified in writing of the City’s interest in negotiating for purchase of their property. Properties that do not meet at the scoring criteria of vacancy standards, blighted criteria, and redevelopment potential will not be

eligible for the program. Property owners of ineligible or non-selected properties will be notified in writing.

Demolition may not begin until all lien holders and property owners provide written permission to the City to demolish. The property title transfer to the City after purchase may serve as written permission.

3.2 Demolition funds

The City will follow City Code Chapter 27 with regard to Procurement in selection of demolition services. Under the City of Grand Island's NSP1 Acquisition/Demolition Program the City can exercise the right to demolish a vacant and blighted property with no subsequent housing activity. If the City only demolishes a blighted and vacant structure with no subsequent housing activity, the City is not able to utilize NSP1 funds to acquire the property.

3.3 Scoring Criteria

Property may only be considered for scoring if it meets basic threshold requirements for program eligibility including vacancy, blighted standards, and environmental review does not result in findings.

Scoring Criteria

1. Location of property
 - a. Property not located in Census Tract defined as 51% LMI 5
 - b. Property located in an area designated as Blighted and Substandard by the City Council 5
 - c. Housing types in neighborhood are consistent with developers' standard housing design 5
2. Size of lot
 - a. Width
 - 1) Smaller than 52.8 feet 0
 - 2) Between 52.8 feet and 66 feet 3
 - 3) Equal to 66 feet 5
 - 4) Greater than 66 feet 7
 - b. Area (total lot size)
 - 1) Smaller 6,969 square feet 0
 - 2) Between 6,969 and 8,712 square feet 3
 - 3) Equal to 8,712 square feet 5
 - 4) Greater than 8,712 square feet 7
3. Age of Structure
 - a. 1990 or later 0
 - b. 1970 – 1989 3
 - c. 1940 – 1969 5
 - d. 1939 or earlier 7
4. Quality of infrastructure
 - a. Sanitary Sewer 3
 - b. Water lines 3
 - c. Street surfacing
 - 1) gravel 0

2) asphalt	3
3) fair Portland cement	5
4) good Portland cement	7
5. Property tax status	
a. Property taxes paid current	0
b. Property taxes six (6) months delinquent	3
c. Property taxes twelve (12) months delinquent	5
d. Property taxes delinquent for greater than twelve (12) months	7
6. Assessed value	
a. Greater than \$80,000	0
b. \$60,000 to \$79,999	3
c. \$40,000 to \$59,999	5
d. Less than \$40,000	7
7. Property cannot be used for fire training	5
8. Timeline for acquisition/demolition	
a. Property can be under contract 180 days or more	0
b. Property can be under contract 180 days or less	3
c. Property can be under contract in 120 days or less	5
d. Property can be under contract in 60 days or less	7

TOTAL POSSIBLE POINTS 75

In case of a tie, the oldest structure may receive priority. If there is no difference in age of structure, the larger lot size may be given priority. If the tie cannot be broken through differences in scoring criteria, properties may be selected through a lottery process.

4.0 DEMOLITION PROCESS

Upon decision by the City of Grand Island to fund acquisition/demolition projects or demolition only projects based upon the priority ranking from the scoring process, the following steps will be taken:

1. Property will be inspected
2. Third party appraisal conducted (not applicable to demolition only projects)
3. Required photos and documentation completed
4. Negotiations for purchase price occurred (not applicable to demolition only projects)
5. Environmental Review conducted
6. Contractor for demolition procured
7. Property permits will be obtained
8. Property demolished
9. Property is inspected

5.0 GRIEVANCE PROCEDURE

In the event that any applicant feels he/she has been unfairly treated or discriminated against during the process of selection for the program, he/she may appeal the decision, specifying the complaint in writing

to the Community Development Division for their consideration. A written appeal must be submitted to Community Development staff within 15 calendar days after notification of the decision.

The Community Development Advisory Committee will review the appeal and determine a course of action as appropriate. If needed, the Advisory Committee will make a recommendation to support or overturn the decision of Community Development staff within 45 days of receipt of the written appeal. The decision will be in writing and mailed to the applicant.

If a satisfactory resolution cannot be attained as a result of this meeting, the Advisory Committee may make a recommendation to the Grand Island City Council who can make the final determination for resolution.

6.0 OFFICIAL CONTACT OFFICE

The place of contact for this program shall be the City of Grand Island, City Hall, 100 E. 1st St., Grand Island, Nebraska. Any grievances, suggestions, or requests for information should be directed to this office. This in no way shall be construed to limit other interested parties from distributing information about the program or receiving suggestions for amendments to the program. All grievances shall be directed to the City in writing.

DIRECT SUBSIDY GUIDELINES

The City of Grand Island will provide home ownership opportunities for low-income individuals through direct subsidy loans to help purchase a home.

Applicant Eligibility

The Community Development Division will accept applications and qualify persons for the program on a “first-come, first-serve” basis. Applications will be accepted until all slots have been filled with income-qualified and approved persons. Additional applications may be accepted in case an approved applicant cannot achieve program requirements and no longer qualifies for the program. The next available applicant may then be notified. If more than one application is considered to be equal in approval and acceptance dates, the applicant with the lowest, qualifying household income will be given priority. If income determination does not resolve the tie, the selection of applicant will be based on a lottery.

Applications will be accepted during regular business hours of the Community Development office, Monday through Friday, 8:00 a.m. to 5:00 p.m. Completed applications are kept on file for 6 months from the application date and, unless changes have occurred in the household, generally considered as eligible for the program. All applicants will be notified by letter of approval or denial for the program.

For the NSP 1 program, an applicant must be able to:

- contribute a minimum of \$1000 towards the purchase price
- secure a mortgage from a reputable lender
- attend and complete an approved REACH first-time homebuyer/owner education course or a HUD approved first-time homebuyer course
- provide all of the information requested on the Program Checklist

All applications will be reviewed based on the Fair Housing Act of 1988. Discrimination due to race or color, national origin, religion, sex, age, handicap or familial status will not be allowed.

Geographic Eligibility

The NSP 1 Program will be confined to the target areas of zip codes 68801 and 68803 within the corporate city limits of Grand Island, Nebraska.

Income Eligibility

An applicant may not exceed a household income maximum that is at or below 120% Hall County Area Median Income guidelines, adjusted by family size. Household income is the anticipated gross annual income defined by Section 8 Part 5 Program Annual Income with third party verification and meets the definition of 24 CFR 5.609. Twenty-five percent of all program income funds must benefit households at or below 50% of the Annual Median Income.

The income of all household members age 18 or older will be counted toward total household income, regardless of relationship to the applicant. Income will be verified and documented by Community Development staff. The most current HUD income guidelines will be used to determine eligibility. Any income issue not explicitly defined in these guidelines shall be subject to the current income guidelines as established by the Department of Housing and Urban Development.

Applicants must: 1) complete a City of Grand Island application package, which includes but is not limited to basic demographic and personal information, income verifications, checking/ savings/other accounts information, 2) furnish U.S. Individual Tax returns for the previous three (3) years or applicable data, and 3) provide any other documents requested to determine eligibility. A signed copy of tax returns or official forms generated by the IRS must be submitted. Applicants will be required to sign third party verification for employment and to allow the City access to information about all open accounts. Retirement, pension, etc. information must be supplied by the applicant. It is the responsibility of the applicant to obtain and provide needed documents.

The City reserves the right to refuse program eligibility if the amount of the loan will result in a housing payment burden. For this program, housing payments may be considered a burden if the Principal, Interest, Taxes, and Insurance (PITI) exceed 30% of gross income. An applicant with debt payments that exceed 45%, including PITI, will not be eligible for program funds until the debt load is reduced below that percentage.

The amount of direct subsidy, combined with the PITI payment, may or may not be based on the income of all adult persons moving into the home. If an adult member of a household chooses not to be included on the Lenders loan documents and/or the Lenders Deed of Trust, the gross income of all adult members may be considered in the amount of assistance provided. In some cases, families who exclude other adult members of the household from the lender loan and lender deed of trust may not qualify for the program. All adult members (excluding qualifying children and or adult parents) of the household must sign the City of Grand Island Loan Documents and Promissory Note. Households that need someone to co-sign Loan Documents will not be eligible.

Applicant Review Process

Applications will be reviewed by Community Development staff to determine eligibility for the program and approve or deny the application. The Mayor will sign the Deed of Trust. All applicants will be notified in writing of approval or denial for the program.

First Mortgage Eligibility

Receipt of a direct subsidy will be contingent on the ability of the applicant to secure a mortgage or enter into a program to establish sufficient credit to qualify for a mortgage. The applicant must obtain a mortgage loan from a lender who agrees to comply with bank regulator guidance for non-traditional mortgages. Applicants will be responsible for the selection of the mortgage lender. However, the City reserves the right to confirm adherence to federal guidelines, require the applicant to apply for a NIFA loan and/or to contact other lenders for proof of financial viability.

Allowable Assets

Applicant/s shall not have *liquid assets* exceeding \$10,000.00. “Liquid assets” are defined as checking accounts, certificates of deposits, savings accounts, savings bonds, stocks, and bonds. Liquid assets in excess of \$10,000.00 must be liquidated even if a penalty results and used towards the purchase of the home. This may result in a reduction of assistance.

Liquid assets shall *not* include (1) individual retirement accounts (IRA’S), retirement, pension, or welfare plan funds governed by provision of the Employment Retirement Income Security Act (ERISA). 20 U.S. St/St 1001, et seq., or Internal Revenue Code, 26 U.S.C. St/St1, et seq.; or (2) other funds held in employment benefit or investment plans where withdrawal of such shall cause the applicant to incur a tax or other penalty. However, interest from these accounts will be counted as income. Pre-paid funeral arrangements will not be considered as an asset.

Conversion of liquid assets to the above described accounts in order to avoid personal contribution to homeownership will be considered “asset dumping”. If this occurs, an applicant will not be eligible for the program for at least two years.

Property Eligibility:

New construction must meet or exceed the City of Grand Island and the Nebraska Department of Economic Development construction standards, including the following:

- 2006 Edition of International Building Code and International Residential Code with local amendments (adopted by the City 05/01/08)
- 2006 Edition of Uniform Plumbing Code with local amendments. (adopted 04/24/07)
- 2006 Edition of Uniform Mechanical Code with local amendments. (adopted 04/24/07)
- 2008 Edition of National Electrical Code – State with local amendments. (adopted 11/01/08)
- 2003 International Energy Conservation Code

Property must be located within the designated target area. Under no circumstances will 1) potential homeowners receive assistance or reduced interest rates if the action would result in displacing an existing household or 2) be allowed to purchase a property with owners or tenants currently living in the

unit, regardless of the status of rent payments. No person(s) will be displaced as a result of the NSP 1 program. A signed copy of the Residential Anti-Displacement and Relocation Assistance Act has been approved by the Grand Island City Council and is on file with the Nebraska Department of Economic Development.

The amount of direct subsidy depends upon the purchase price of the home. The subsidy may not exceed \$20,000.00. The purchase price of the home must not exceed the appraised value or current Section 203 (b) Single Family Mortgage Limit. *The total monthly mortgage payment will include monthly homeowner's insurance premiums and property tax payments.*

Additional funds may be leveraged by the applicant from other sources such as employer contributions in an employer assisted housing program.

Direct Payment Subsidy

If the subsidized property is sold, changes occupancy, is no longer the principal residence of the homeowner, or is in violation of the intended use during the period of affordability, the note will become due upon demand. The property may neither be used as a rental property nor may the occupant rent-out any portion of the home.

The direct payment subsidy from the City of Grand Island will be secured by a second mortgage in the form of a Real Property Deed of Trust for a period of 5 or 10 years. The 10 year lien will reduce 10% annually on the anniversary date of the Deed of Trust. A 5 year lien will reduce 20% annually. The Deed of Trust will be filed as a Public Record and filed with the Hall County Register of Deeds. Failure to abide by NSP 1 program regulations may result in legal action by the City of Grand Island.

Example: The amount owed will decrease as follows on a 10 year schedule:

00 – 12 months	00%
13 – 24 months	10%
25 – 36 months	20%
37 – 48 months	30%
49 – 60 months	40%
61 – 72 months	50%
72 – 84 months	60%
85 – 96 months	70%
96 – 108 months	80%
108 – 120 months	90%
120 - months plus 1 day	100%

Applicant Responsibility

All applicants must attend 8 hours of a HUD or REACH approved First Time Homebuyer Class to be eligible for the program. A certificate of completion must be achieved prior to closing.

City of Grand Island Responsibility

As reasonable, the City will expedite the purchase of a home once the applicant has made a selection. Application review and income verifications will be completed in a timely manner. The City is a public entity, therefore most documents are considered to be public record. However, personal information about the applicant (social security number, account numbers, etc.) will be confidential and not subject to public record requirements.

The City of Grand Island will follow Procurement Policies as adopted by the Grand Island City Council and set forth in Chapter 27 of City Code.

Realtor and Seller Responsibility

Realtors must contact the City prior to showing homes to an eligible buyer. The City will establish maximum purchase price and review the property for eligibility.

Fair Housing Policy and Affirmative Marketing

The City of Grand Island is an Equal Opportunity Employer, maintains an Affirmative Action Marketing Plan, and adheres to Fair Housing Policy. Fair Housing information will be distributed to all applicants who complete and return the Intake Application Packet. REACH and HUD approved First Time Homebuyer classes teach a legislative component within its curriculum. City staff and/or project participants attend at least one Fair Housing event annually.

The Neighborhood Stabilization Program 1 will adhere to:

- Section 110 of the Housing and Community Development Act of 1974, as amended
- Fair Labor Standards Act of 1938, as amended (29 USC 102 et seq)
- Davis Bacon Act as amended (40 USC 276-a – 276 -5) And Section 2 of the June 13 1934 Act, as amended (48 Stat 948.40 USC 276 (c), popularly known as The Copeland Act
- Contract Work Hours and Safety Standards Act (40 USC 327 et seq
- Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701 (u)
- Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1)
- Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284, as amended
- The Fair Housing Act of 1988 (42 USC 3601-20) and will affirmatively further fair housing.

Affirmative Action Measures

- Maintains Fair Housing section in public brochure racks in a high-traffic, public area in Grand Island City Hall
- Distributes Fair Housing information to applicants
- Works with neighborhood associations and non-profit groups to promote affordable housing development for disparate groups
- Promotes Fair Housing through informational promotions on the Grand Island Educational Television scrolling display
- Attend Fair Housing training events
- Contract and partner with agencies to provide translation and/or special needs services
- Review Fair Housing activities annually to determine new distribution methods or reevaluate existing activities
- Community Development offices are handicapped accessible

If a homeowner sells a property purchased with NSP 1 Direct Subsidy funds or homeownership changes prior to the end of the loan period, the remaining balance will be due and payable to the City of Grand

Island. The funds will be placed in an interest bearing account managed by the City. Property assisted for purchase through the City of Grand Island will adhere to NSP recapture provisions.

Resubordination Terms

1) Community Development will subordinate within the following conditions:

- a. Re-financing the original home loan to reduce the amount of interest paid or to reduce the amount of the original monthly payment.
- b. Re-financing the original home loan for debt consolidation.
- c. Only one subordination per person for the duration of the program in which they participated.
- d. Loans must be with a NIFA or an FHA approved lender, unless it is an interest rate reduction loan and the loan amount does not increase. Only then will other consideration be given for another banking institution.
- e. There may be extenuating circumstances attached to a subordination request. Community Development staff will consider each client on a case by case basis.
- f. All subordination requests must be submitted to the Community Development Division 15 days prior to a regularly scheduled City Council meeting. All subordinations must be approved by the Grand Island City Council before agreements can be signed. If changes are made to the final HUD statement after the 15 day requirement, the document will be rejected and the process will need to start over and be rescheduled for another Council meeting.**
- g. The dollar amount of the loan recorded on the filed Subordination document must not exceed the loan amount submitted to the City on the HUD statement and the City's lien must be secured in full.

2) Community Development will not subordinate if the following conditions exist:

- a. There is not enough equity left in the housing unit to cover both the new lien and the existing City Of Grand Island lien after refinancing has been completed.
- b. Applicant has already had one (1) subordination granted during the program.
- c. Other conditions exist that may increase the dollar amount of the original mortgage.

Methods of Ensuring Principle Residence & Affordability Period



Checking the following information will indicate continued ownership and occupancy. If the owner is still residing there, the household is deemed in compliance and will be checked again in 12 months. If questions arise regarding the checks, a letter will be written to the homeowner asking for clarification. The results of each year's review is maintained in the individual homeowner files.

- Owner address/property address match: The website Homebase reflects information from the County Assessor. It shows the owner and the address of the property. This information should match our records.

-

Grand Island Utilities billing system: This will show the current owner of the property as well as usage, showing if it is possibly vacant.

-

To ensure affordability, the City will ensure that the sale or redevelopment of properties shall remain affordable to individuals or families being assisted.

- Each homebuyer is required to receive and complete at least 8 hours of homebuyer counseling from a HUD-approved agency before obtaining a mortgage loan.
- The applicant must obtain a mortgage loan from a lender who agrees to comply with bank regulator guidance for non-traditional mortgages.
- The City will utilize the following periods of affordability guidelines for homeownership assistance:

-

Homeownership assistance amount per unit	Minimum period of affordability in years
Under \$15,000	5
\$15,000 - \$40,000	10
Over \$40,000	15

-

Process for Amending Guidelines

The Grantee has the authority to amend this document with a properly noticed Council/Board public hearing, board resolution and acceptance by the Department.

The Program Income Reuse Plan was adopted by the Grand Island City Council on _____, 2013 at a regularly scheduled Council meeting. Meeting minutes are on file with the City and available by request.

Resolution # 2013-____

This Program Income Reuse Plan is hereby approved by the Nebraska Department of Economic Development (NEDED) on this _____ day of _____, 2013.

DED Representative Name and Title

DATE



City of Grand Island

Tuesday, May 28, 2013

Council Session

Item F-1

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, Regional Planning Director

Meeting: May 28, 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: F-1

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 third 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:

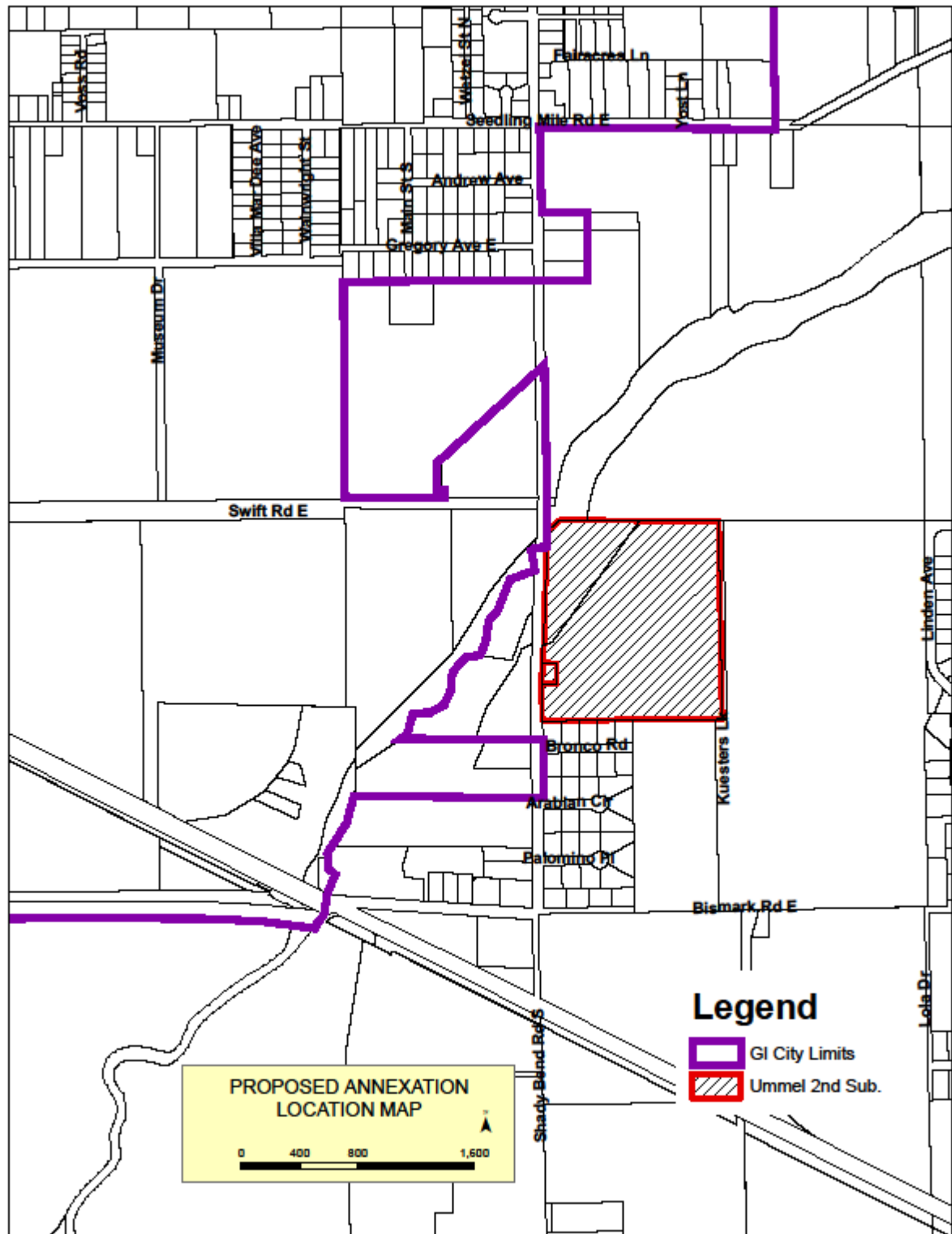
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council pass the annexation ordinance.

Sample Motion

Move to approve the annexation ordinance on third reading.



* 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	<input type="checkbox"/>	_____
May 24, 2013	<input type="checkbox"/>	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 and on May 14, 2013 the City Council of the City of Grand Island approved such annexation on the second 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.

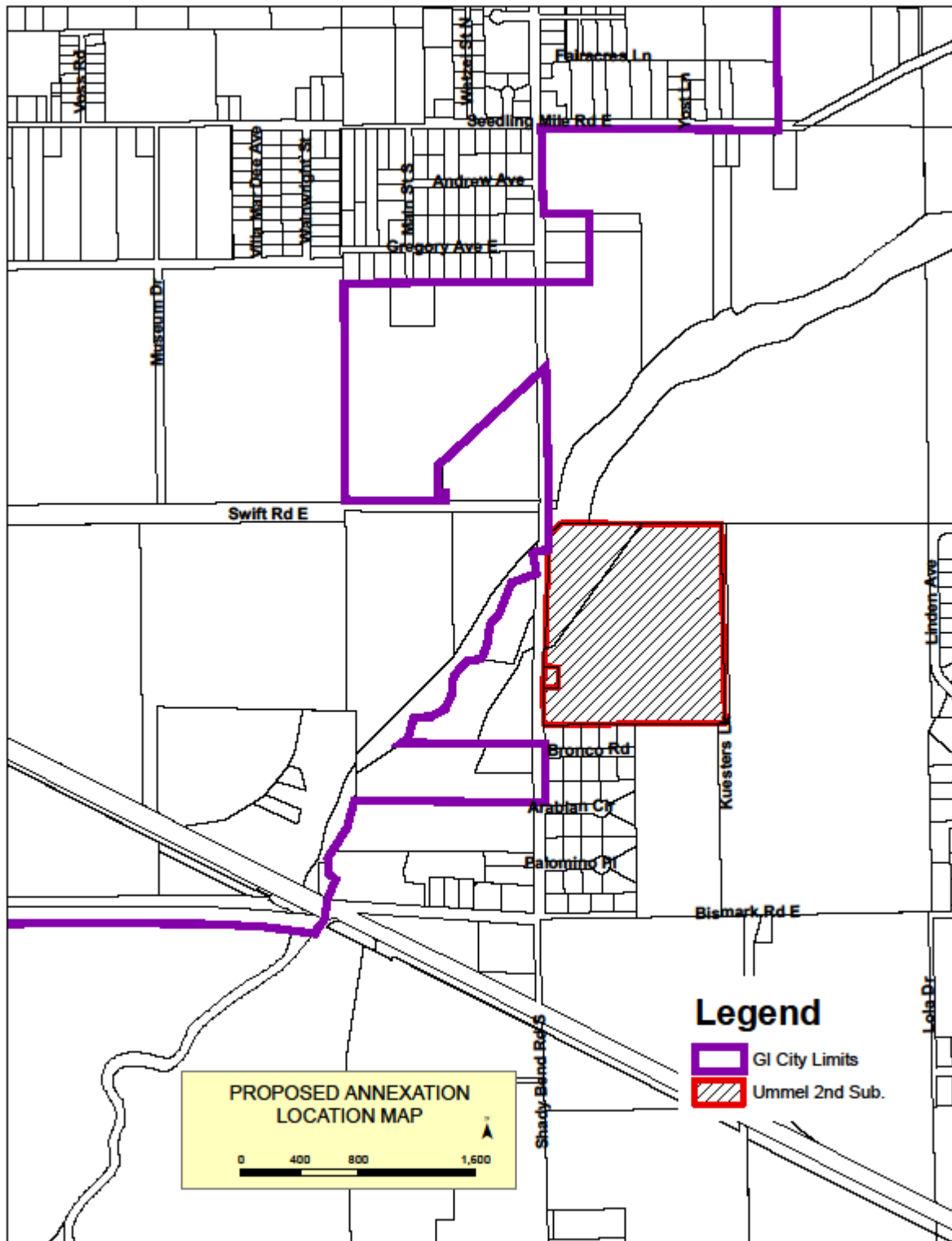
ORDINANCE NO. 9426 (Cont.)

Enacted: May 28, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, May 28, 2013

Council Session

Item F-2

#9430 - Consideration of Request to Rezone Property Located South of Capital Avenue West of the Moore's Creek Drainway from RD Residential Development to Amended RD Residential Development Zone

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9430

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; amending the Residential Development district and Final Development Plan for Sterling Estates Second Subdivision (Lot 1); directing the such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-7; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on May 1, 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, after the public hearing on May 28, 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. That the final development plan for Sterling Estates Second Subdivision is amended as shown on the development plan included as part of the subdivision agreement as approved and signed by the Subdivider and the City.

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-7 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

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

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

ORDINANCE NO. 9430

Enacted: May 28, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 28, 2013

Council Session

Item F-3

#9431 - Consideration of Amending Chapter 27 of the City Code Relative to Purchasing

Staff Contact: Stacy Nonhof, Assistant City Attorney

Council Agenda Memo

From: Stacy R. Nonhof, Assistant City Attorney

Meeting: May 28, 2013

Subject: Purchasing/Procurement Ordinance

Item #'s: F-3

Presenter(s): Stacy R. Nonhof, Assistant City Attorney

Background

The City of Grand Island has a procurement policy in place for purchasing capital items. This policy requires competitive bidding with at least three independent bids. An exception is made when using the state bidding process. State bids are allowed because competitive bidding has already been done at the state level and the best price has been negotiated. A national competitive buying group utilizes the same principles as the state bidding process which could be utilized to make specialized vehicle purchases such as boom trucks, bucket trucks, fire department apparatus, etc. Currently the City Code does not specifically authorize use of the State bidding or other competitive buying groups.

Discussion

Many buying groups that City Departments have been interested in joining are free of charge. These groups have already done the bidding process as required in the City Code. Various departments will be able to look at the items on these lists and not only know the final price, but also the detailed specifications. Buying groups such as the State Contract list currently used and others that are available on a national level will eliminate partial need for the City to pay for the design of certain capital items. These lists are of items already designed and ready for sale. These lists show the lowest priced items for sale after a solicitation has been made. Currently, the City requires that if a capital item is to be purchased, there must be a design phase and a bidding phase prior to any purchase. The benefit to these lists is that the items are already designed, any modifications available are indicated along with the costs of modifications and the list is comprised of items that have been determined to be the lowest bid for that specific item/design. By utilizing these lists, the City will be eliminating the cost of designing items itself and will know the final price of the item from the outset. These buying groups are used by government and non-profit corporations to make purchases of specialty

equipment. These groups utilize the same concept as state bidding to ensure the lowest price to the end user.

The requested change to City purchasing policy can be utilized by many city departments including, but not limited to, police, fire, utilities, parks, and public works. The change will allow for increased purchasing power for the City *and* will save time and expense in the procurement process.

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 amends City purchasing policy to allow the use of the State Contract list and cooperative purchasing agreements after approval by Council.

Sample Motion

Move to adopt Ordinance #9431 amending Chapter 27 of the City Code to approve the use of the State Contract list and other buying groups for City departments.

ORDINANCE NO. 9431

An ordinance to amend Grand Island City Code Chapter 27, pertaining to purchasing from the State of Nebraska Contracts list and other approved Cooperative Purchasing forums, to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Chapter 27 of the Grand Island City Code is hereby amended to read as follows:

Article V. Cooperative Purchasing

§27-62. Nebraska State Contract List

City departments are not required to advertise for bids when purchasing items from the Nebraska State Contract list as all statutory bidding requirements have been met in approving this list.

§27-63. Cooperative Purchasing Agreements

City departments will be allowed to use local, state or national Cooperative Purchasing Agreements.

The Chief Purchasing Agent shall review all agreements to determine that they meet statutory bidding requirements before approval by the City Council.

The City Council shall approve all said agreements prior to use.

Use of Cooperative Purchasing will preclude the requirement of advertising for bids.

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

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

ORDINANCE NO. 9431 (Cont.)

Enacted: May 28, 2013.

Attest:

Jay Vavricek, Mayor

RaNae Edwards, City Clerk

- 2 -

Approved as to Form	□ _____
May 24, 2013	□ City Attorney



City of Grand Island

Tuesday, May 28, 2013

Council Session

Item G-1

Approving Minutes of May 14, 2013 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING
May 14, 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 May 14, 2013. Notice of the meeting was given in *The Grand Island Independent* on May 8, 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, Chuck Haase, Julie Hehnke, Mitch Nickerson, Peg Gilbert, John Gericke, Scott Dugan, Mike Paulick, and Vaughn Minton. The following City Officials were present: City Clerk RaNae Edwards, City Attorney Robert Sivick, Public Works Director John Collins and Finance Director Jaye Monter.

INVOCATION was given by Pastor Chad Boling, First United Methodist Church, 4190 West Capital Avenue followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Bethany Hollman.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Grand Island Senior High Students First Place Win at State Competition in Teamworks at the Nebraska State SkillsUSA Conference. Mayor Vavricek and the City Council recognized Grand Island Senior High Students: Brandon Gawrych, Max Geiger, Colton Durham, Neri Perez, and Coach Brett Forsman for their first place win in Teamworks at the Nebraska State SkillUSA competition. All were present for the recognition.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement Located at 2391 South North Road (Chief Industries, Inc.). Utilities Director Tim Luchsinger reported that a utility easement located at 2391 South North Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers for the purpose of installing new underground cable, conduit, and a pad-mounted transformer. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 1403, 1411, 1419, and 1427 South Adams Street (Gary Eilenstine). Utilities Director Tim Luchsinger reported that a utility easement located at 1403, 1411, 1419, and 1427 South Adams Street was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers for the purpose of placing conduit, cable, and transformers along Adams Street to provide electrical service for new eight-plex buildings to be constructed on the lots. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 1922 West 3rd Street (Donald & Sharon Jelinek). Utilities Director Tim Luchsinger reported that a utility easement located at 1922 West 3rd Street was needed in order to have access to install, upgrade, maintain, and repair

power appurtenances, including lines and transformers for the purpose of placing underground conduit, conductor, and a three-phase transformer to serve electrical power to a new Verizon tower and shelter structure. Staff recommended approval. No public testimony was heard.

Public Hearing on Declaring Proposed Redevelopment Plan Area 12 as Blighted and Substandard Located South and North of Old Potash Highway, East of Engleman Road and West of North Road. Regional Planning Director Chad Nabity reported that this item related to the Study for proposed CRA Area #12 which included the area of Indian Acres Subdivision and Copper Creek Estates west and south of Shoemaker School in northwest Grand Island containing 234.4 acres. The first step in the process was for Council to forward this item to the Regional Planning Commission for the declaration of property as blighted and substandard. Staff recommended approval.

The following people spoke in support:

- Orville Stahr, 1512 Road 13, York, NE
- David Ostdiek, 4057 Craig Drive
- Curt Ratliff, 33 Kuester Lake – supported north part of request – opposed south part of the request which included Cooper Creek Estates
- Kent Cordes, 1111 Central Avenue, Kearney, NE
- Gloria Thesenvitz, 2210 Riverview Drive
- Dr. Laura Sweley-Buettner, 3628 Hidden Pointe Drive
- Karen Bredthauer, 940 So. North Road
- Dawn Sweley, 1914 Boys Street, Hastings, NE
- Max Exon, 1707 Grand Island Avenue
- E.W. Skala, 323 Mallard Lane
- Sylvia Henderson, 1068 Highway 281, St. Paul, NE
- Brian Levander, 209 Redwood Road
- Raymond O'Connor, 611 Fleetwood Road
- Ken Gnadt, 1610 Gretchen Avenue
- Cindy Johnson, Chamber of Commerce, 309 West 2nd Street
- Cindy Addison, 221 Arapahoe Avenue

The following people spoke in opposition:

- Paul Hamilton, 305 Cherokee Avenue
- Bart Bennetzen, 200 Cherokee Avenue

No further public testimony was heard.

ORDINANCES:

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

Regional Planning Director Chad Nabity reported this was the second of three readings for the annexation of Ummel Second subdivision. City Clerk RaNae Edwards read it by title only.

Motion by Dugan, second by Nickerson to approve Ordinance #9426. Upon roll call vote, all voted aye. Motion adopted.

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

#9428 – Consideration of Creation of Water Main District 466T on Airport Road

#9429 – Consideration of Amending Chapter 12-5 of the Grand Island City Code Relative to Positions Covered by Civil Service

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

#9428 – Consideration of Creation of Water Main District 466T on Airport Road

Utilities Director Tim Luchsinger reported that Ordinance #9428 would extend a new water main along Airport Road from 1/4 mile east of Highway 281 to Sky Park Road, and along Academy Road from Airport Road to Twin Star Lane at the Central Nebraska Regional Airport. Discussion was held regarding a tap district on Cannon Road.

Motion by Donaldson, second by Niemann to approve Ordinance #9428.

City Clerk: Ordinance #9428 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 #9428 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 #9428 is declared to be lawfully adopted upon publication as required by law.

#9429 – Consideration of Amending Chapter 12-5 of the Grand Island City Code Relative to Positions Covered by Civil Service

City Attorney Robert Sivick reported that Ordinance #9429 would add the Shift Commander positions in the Fire Department to the Civil Service Rules and Regulations.

Motion by Dugan, second by Niemann to approve Ordinances #9428 and #9429.

City Clerk: Ordinance #9429 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmembers Minton, Dugan, Gericke, Gilbert, Nickerson, Hehnke, Haase, Donaldson, and Niemann voted aye. Councilmember Paulick voted no. Motion adopted.

City Clerk: Ordinance #9429 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, Councilmembers Minton, Dugan, Gericke, Gilbert, Nickerson, Hehnke, Haase, Donaldson, and Niemann voted aye. Councilmember Paulick voted no. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9429 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda item G-13 was pulled from the agenda. Consent Agenda item G-11 was removed for further discussion. Motion by Donaldson, second by Niemann to approve the Consent Agenda excluding items G-11 and G-13. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of April 23, 2013 City Council Regular Meeting.

Approving Minutes of May 7, 2013 City Council Special Meeting.

Approving the Appointments of Councilmembers Vaughn Minton, Scott Dugan, Robert Niemann, and Julie Hehnke to the Metropolitan Planning Organization Policy Board.

#2013-127 – Approving Final Plat and Subdivision Agreement for Chief/Westgate Subdivision. It was noted that Chief Construction Company, owner had submitted the Final Plat and Subdivision Agreement for Chief/Westgate Subdivision for the purpose of replating Lot 1, Westgate Fourth Subdivision located north of US Highway 30 and east of North Road containing 12.13 acres.

#2013-128 – Approving Purchase of Mobile Field Reporting for Code Enforcement with Spillman Technologies, Inc. in an Amount of \$7,575.00.

#2013-189 – Approving Acquisition of Utility Easement Located at 2391 So. North Road (Chief Industries, Inc.).

#2013-190 – Approving Acquisition of Utility Easement Located at 1403, 1411, 1419, and 1427 So. Adams Street (Gary Eilenstine).

#2013-131 – Approving Acquisition of Utility Easement Located at 1922 West 3rd Street (Donald & Sharon Jelinek).

#2013-132 – Approving Bid Award for Water Main Project 2013-W-2 – Sycamore Street, from Ashton Avenue to 1st Street with The Diamond Engineering Company of Grand Island, NE in an Amount of \$313,253.19.

#2013-133 – Approving Bid Award for the 2013 Asphalt Resurfacing Project No. 2013-AC-2 with Gary Smith Construction Co., Inc. of Grand Island, NE in an Amount of \$162,197.75.

#2013-134 – Approving Bid Award for Lawn Maintenance at the Wastewater Treatment Plant with Rick's Lawn Care Company of Grand Island, NE in an Amount of \$38,080.00 Annually for Mowing and \$12,339.00 Annually for Maintenance. Wastewater Treatment Plant (WWTP) Superintendent Marvin Strong reported that currently a maintenance employee of the WWTP

had been mowing the property at the Wastewater Treatment Plant at \$24.00 per hour with the help of a seasonal worker. In reviewing the cost of having a city employee do this work instead of what he was hired for it was felt hiring a contractor would be more cost effective. Bids for lawn maintenance at the WWTP had been received with one bidder submitting a bid. Public Works Director John Collins stated they could re-bid this item or hire seasonal workers.

Comments were made by council that this wasn't a function of the WWTP employee. Concerns were mentioned concerning the estimate of \$9,000 for this bid and the bid submitted by Rick's Lawn Care Co. of \$50,419.00.

Motion by Gericke to table this item. Motion died due to a lack of a second.

Comments were made to see if other departments would be able to provide this service or hiring a part-time seasonal employee.

Motion by Gericke, second by Gilbert to refer this item to the June 11, 2013 City Council meeting. Upon roll call vote, all voted aye. Motion adopted.

#2013-135 – Approving Bid Award for One (1) Sewer Camera with Snode and Steerable Large Pipe Transporter, with Electric Lift and Backup Camera for the Wastewater Division of the Public Works Department with Municipal Pipe Tool Company, LLC of Hudson, IA in an Amount of \$52,560.00.

#2013-136 – Approving Maintenance Services for Supervisory Control and Data Acquisition (SCADA) Programming at the Wastewater Treatment Plant with Interstate Industrial Instrumentation, Inc. of Lincoln, NE. This item was pulled at the request of the Public Works Department.

#2013-137 – Approving Agreement with Nebraska Department of Roads for 2013 Fracture Critical Bridge Inspections in an Amount of \$230.02.

#2013-138 – Approving Supplemental No. 1 to the Program Agreement with Nebraska Department of Roads for the Federal Funds Purchase Program.

#2013-139 – Approving Program Supplemental Agreement No. 2 with the State of Nebraska Department of Roads for the US Highway 30 Drainage Improvement Project.

#2013-140 – Approving Program Supplemental Agreement No. 1 with the State of Nebraska Department of Roads for the Grand Island Various Locations (Resurfacing) Project.

#2013-141 – Approving Program Supplemental Agreement No. 1 with the State of Nebraska Department of Roads for the Capital Avenue – Webb Road to Broadwell Avenue Project.

#2013-142 – Approving Agreement for Temporary Construction Easement for the Various Locations 2013 Federal Aid Resurfacing Project with Church of God of Prophecy in an Amount of \$650.00.

#2013-143 – Approving a Five Year Lease for Parking Spaces at Well Fargo Bank in an Amount of \$2,500.00 per year.

#2013-144 – Approving COP Hiring Grant Application.

REQUESTS AND REFERRALS:

Approving Referral of Downtown Business Improvement District 2013 to the Regional Planning Commission. Community Development Administrator Marco Floreani reported that the first step in creating the Downtown Business Improvement District 2013 was to refer this to the Regional Planning Commission for review and recommendation according to law. The new District was to replace the existing Downtown Business Improvement District.

Motion by Dugan, second by Gilbert to approve the referral of Downtown Business Improvement District 2013 to the Regional Planning Commission. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2013-145 – Consideration of Declaring Redevelopment Plan Area 12 as Blighted and Substandard Located South and North of Old Potash Highway, East of Engleman Road and West of North Road. This item related to the aforementioned Public Hearing. Mentioned was that council was required to vote only on the study meeting the criteria set out declaring a blighted and substandard area. It was mentioned that the Grand Island Public School supported this project. Mr. Nabity stated the benefits for this area being blighted and substandard would be funds available through Tax Increment Financing (TIF). Orville Stahr with Stahr & Associates, Inc. of York, NE who did the study explained how the boundaries were set. Mr. Nabity answered the question of how to undesignate an area as blighted and substandard. The council would have to approve this with a Resolution.

Motion by Gilbert, second by Niemann to approve Resolution #2013-145. Upon roll call vote, all voted aye. Motion adopted.

#2013-146 – Consideration of Approving Bid Award for Grand Island Wastewater Treatment Plant Headworks Improvements; Project No. WWTP-2013-1 from Garney Companies, Inc. of Gardner, KS in an amount of \$16,918,000.00. Public Works Director John Collins stated this item and the next four items were all related to the Wastewater Rehabilitation Project. WWTP Superintendent Marvin Strong gave a PowerPoint presentation overview of the Headworks project.

The following people from Diamond Plastics spoke in opposition of using fiberglass pipe:

- Jerry Parkinson, Vice-President
- Peggy Skaggs, Vice-President of Finance
- Matthew Farrell, 2008 Prospect Street
- Steve Rolf, Quality Manager
- Ron Bishop, 2516 Parkview Drive
- Scott Schleicher, 107 West 12th Street
- Raul Johnson, Lincoln, NE

Discussion was held regarding the use of PVC pipe vs. fiberglass. Kevin Metter, Design Engineer with Black & Veatch stated they recommended Fiberglass Reinforced Pipe (FRP) as the best for the city based on corrosion resistance, life cycle costs and ease of construction. Discussion was held regarding the costs saving and different types of pipe depending on the soil types.

City Attorney Bob Sivick explained the procurement process and that council would not be able to award to a specific company. Preferences to local bidders were only if the bids were tied. The contractor would have the decision of where to buy the PVC pipe. Base bids were for PVC pipe with alternatives for fiberglass.

Motion by Nickerson, second by Haase to approve Resolution #2013-146 with the use of PVC Pipe where applicable. Upon roll call vote, all voted aye. Motion adopted.

#2013-147 – Consideration of Approving Bid Award for North Interceptor – Phase I; Project No. 2012-S-6 with Merryman Excavation, Inc. of Woodstock, IL in an Amount of \$8,444,635. Public Works Director John Collins stated this was a continuation of the previous project. WWTP Superintendent Marvin Strong explained the project further.

Motion by Nickerson, second by Haase to approve Resolution #2013-147 with the use of PVC Pipe where applicable. Upon roll call vote, all voted aye. Motion adopted.

#2013-148 – Consideration of Approving Amendment No. 6 to the Agreement for Professional Engineering Services entitled “Wastewater Treatment Plant and Collection System Rehabilitation” with Black & Veatch of Kansas City, MO in an Amount of \$719,617.00 and a Revised Contract of \$4,551,502.00. Manager of Engineering Terry Brown reported that Amendment No. 6 would incorporate compensation for engineering services that were not specifically identified in the original design agreement and add Consulting Engineering Construction Phase Services and Resident Inspection during Construction for the North Interceptor – Phase I Project.

Paul Wicht, 1708 Jerry Drive spoke in opposition.

Motion by Gilbert, second by Dugan to approve Resolution #2013-148. Upon roll call vote, all voted aye. Motion adopted.

#2013-149 – Consideration of Amendment No. 7 to the Agreement for Professional Engineering Services entitled “Wastewater Treatment Plant and Collection System Rehabilitation” with Black & Veatch of Kansas City, MO in an Amount of \$1,878,450.00 and a Revised Contract of \$6,429,952.00. Manager of Engineering Terry Brown reported that Amendment No. 7 would incorporate fee compensation for engineering services that were not specifically identified in the original design agreement and add Consulting Engineering Construction Phase Services and Resident Inspection during Construction and Integration Services for the Headworks Improvements; Project WWTP-2013-1.

Motion by Donaldson, second by Hehnke to approve Resolution #2013-149. Upon roll call vote, all voted aye. Motion adopted.

#2013-150 – Consideration of Declaration of Intent to Issue Bonds for Sanitary Sewer Collection System and Wastewater Treatment Plant Improvements. WWTP Superintendent Marvin Strong reported that our bond underwriter, Ameritas, had advised the City to declare its intention to use bond revenue to fund the capital improvements projects. This would allow bond proceeds to be used for costs of the project prior to the bonds being issued and funds received. The declaration of intent to issue bonds for \$60 million included the \$56,545,747 million for the actual and estimated capital cost of the following projects: South and West Interceptor Rehabilitation; 4th and 5th Eddy to Vine Rehabilitation; Headworks- North Interceptor Phase I; and North Interceptor Phase II.

Motion by Haase, second by Minton to approve Resolution #2013-150 not to exceed \$60 million. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Gericke to approve the Claims for the period of April 24, 2013 through May 14, 2013, for a total amount of \$5,187,417.52. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 10:54 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, May 28, 2013

Council Session

Item G-2

Approving Minutes of May 21, 2013 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

May 21, 2013

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on May 21, 2013. Notice of the meeting was given in the *Grand Island Independent* on May 15, 2013.

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

A moment of silence was observed for the passing of Finance Director Jaye Monter's husband Gary Monter followed by the INVOCATION given by Community Youth Council member Kennedy Martinez followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced CYC member Kennedy Martinez.

SPECIAL ITEMS:

Discussion Concerning Grand Generation Center. City Administrator Mary Lou Brown stated the object for this discussion was direction from the Council regarding the \$100,000 budgeted for the Grand Generation Center and repairs to the building. Building Department Director Craig Lewis gave a PowerPoint regarding the history of the Grand Generation Center located at 304 East 3rd Street. The building was constructed in 1977-78 with two additions in 1987 and 2004. Roof repairs were done in 2007 and a kitchen addition was completed in 2010.

The city currently had a lease agreement with the Grand Generation Center which would be renegotiated to better reflect actual operations and responsibilities.

Presented were the following needs for the building: 1) parking lot and alley drainage; 2) roof; 3) gutters and down spouts; 4) remodel restrooms; 5) replace stall dividers; 6) HVAC up-date; 7) ceiling tile; and 8) sanitary drain repairs.

Public Works Director John Collins reported on the parking lot repairs needed. The estimate of these repairs was \$60,000 to \$70,000. The Public Works Department had money in their budget to cover this.

A Request for Proposals had been issued on May 14, 2013 for roof renovations and repairs with three proposals being received. This was scheduled to come before Council on May 28, 2013.

Theresa Engelhardt, Executive Director of the Grand Generation Center commented on the roof and parking lot being safety issues that needed to be repaired. There were 150 seniors and 30 day care clients at the center every day. Pam Lancaster representing the Hall County Board commented on the leaky roof.

Comments were made regarding the lease and money budgeted for repairs. It was time to move forward with the roof repairs and update the lease agreement. Mentioned was the money the City had spent in the past toward support of the Grand Generation Center.

Assistant City Attorney Stacy Nonhof commented on the lease agreement. The current lease was for the Center to maintain the building which was not being done. Comments were made concerning the need for repair of the alley. Mr. Collins stated this project could be bid out. Drainage for the alley was reviewed. Mentioned was that the building was owned by the City and we needed to take care of it.

Concerns were made about the length of time this took to bring this information back to Council. It was mentioned that the City funds \$100,000 to the Center and they should use that money for the repairs where they saw fit.

Ms. Engelhardt commented on the challenges for the Center. They were currently replacing several items within the building. Mentioned were cuts to state funds received and lower contributions.

Ms. Brown recapped what was said by Council, to fix the roof, alley and renegotiate the lease.

Discussion Concerning City Facilities Dominoes. Ms. Brown stated this was the start of looking at the facilities owned by the City and using them in the most efficient way. Building Department Director Craig Lewis gave a PowerPoint on moving/expanding the following departments to different locations:

- Utilities Engineering to One-Stop Building, 1306 West 3rd Street
- Emergency Management/911 to Phelps Control, 700 Bischeld Street
- Information Technology to basement of City Hall, 100 East 1st Street
- Human Resource to former Information Technology area in City Hall
- Finance Expansion to former Human Resources area in City Hall

Utilities Director Tim Luchsinger reported it was proposed that the Utilities Department would purchase the property formerly known as the One-Stop building located at 1306 West 3rd Street from the city to relocate the Utilities Engineering Division. An appraised value would be determined possibly, \$450,000 to \$850,000. The Utilities Engineering Divisions move to the One Stop building at 1306 West 3rd Street would require replacing the carpet of 14,000 sq. ft. at a cost of \$20,000 and remodeling 3,280 sq. ft. at a cost of \$30,000.

Emergency Management Director Jon Rosenlund reported the Emergency Management/911 move to Phelps Control would increase the square footage from 1,933 to 3,500. Equipment upgrade would cost \$533,050 and remodeling costs would be \$157,500 for a total cost of \$690,550.

Mr. Rosenlund reported on the current situation in the 911 Center and the benefits of the relocation. Currently all Hall County 911 and Emergency Management operations were within City Hall. There was insufficient security for emergency 24 hour operations. There also was no alternate Emergency Operations Center (EOC). County EOC was insufficient for all City and County Departments and the alternate 911 was limited with no true 911 functions (location,

name, mapping), administrative phones only, no recoding of phones or radio, limited connectivity for CAD, alarm monitoring and equipment stored in a closet.

The benefits for the relocation were: better coordination between 911 Dispatchers, EOC staff and Phelps Electrical Dispatchers; provided geo-diverse 911 system for redundancy; larger work areas for 911 and EOC; provided a strong, fully functional alternate 911; exceptional redundant power; and improved security.

The following were presented as an Alternate 911 in City Hall: backroom equipment remains in City Hall; move 911 stations into IT training room; four fully functional 911 stations (true 911 capabilities, mapping, CAD, and radio dispatching); and alarm panel monitoring.

The financial benefits of the Phelps relocation were: redundant power; improved security at Phelps; minor remodeling needed; fiber already exists to tie Phelps and City Hall; General Fund (400) would fund most of the renovation and new equipment costs; and the General Fund (400) would be funded by proposed sale of the old One-Stop to Utilities.

Reviewed further were the costs and challenges of moving the Emergency Management/911 Center to Phelps Control. Equipment cost was estimated at \$533,050 and a total relocation cost of \$690,550.

Mentioned was the possibility of grants through the emergency Management Program Grant (EMPG) which would allow for a 50/50 cost match for eligible Emergency Management related expenses. Grants would be administered through NEMA. Also mentioned was the possibility of CDBG Grants.

The following costs and funding sources were presented:

	<u>Costs</u>	<u>Funding Sources</u>	
One Stop	\$ 50,000		
Phelps Control	\$690,550	General Fund – 400 Fund	\$740,875
City Hall: IT	\$125,645	E911 Landline – 215 Fund	\$200,800
City Hall: HR	\$ 90,480	E911 Wireless – 216 Fund	\$ 45,000
City Hall: Finance	<u>\$ 30,000</u>		
Total Costs	\$986,675	Total Funding	<u>\$986,675</u>

Discussion was held concerning the reasons for the changes. Mr. Rosenlund answered questions concerning the phone system and other locations for an alternative 911 Center. Comments were made regarding the Community Meeting Room which could not be used for our 911 Center because when City Hall was built the State of Nebraska paid \$1 million to have an alternate emergency center for the state.

Mr. Rosenlund commented on funding for the move, equipment, and lease agreement. Additional operating costs would come from the Landline 215 Fund. No additional operating costs would be accrued in the General Fund from the County and City.

Mr. Luchsinger stated about a dozen employees would move to the former One Stop building which would take up the front portion of the building. This move would allow the Utilities

Department to grow over the years in the most efficient manner. Comments were made regarding the upkeep of this building.

Mr. Lewis explained a possible plan for the Human Resources Department. Comment was made concerning the cost of remodeling the current IT office for 4 employees.

Mayor Vavricek commented on the former One Stop building, alternative 911 Center and relocation for Utilities.

Mentioned was the option of renting out unused space at the One Stop building. Comments were made regarding selling the One Stop building to someone other than the Utilities Department. Mr. Lewis stated the City tried to sell the One Stop building a couple of years ago but there were no buyers. Discussion was held concerning the process of divesting an asset.

ADJOURNMENT: The meeting was adjourned at 9:47 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, May 28, 2013

Council Session

Item G-3

Approving Appointments of Eric Olson and Todd Dvorak to the Police Pension Committee

Mayor Vavricek has submitted the appointments of Eric Olson and Todd Dvorak to the Police Pension Committee to replace Danny Dubbs and Kelly Mossman who resigned. These appointments would become effective immediately upon approval by the City Council and would expire on December 31, 2016.

Staff Contact: Mayor Jay Vavricek



City of Grand Island

Tuesday, May 28, 2013

Council Session

Item G-4

#2013-151 - Approving Final Plat and Subdivision Agreement for Ummel Second Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: May 28, 2013

Subject: Ummel Second Subdivision – Final Plat

Item #'s: G-4

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

Background

This property is located north of Bronco Road and east of Shady Bend Road. This final plat proposes to create 5 lots on a tract of land comprising a part of Lot Five (5) Island, in Section Thirteen (13) Township Eleven (11) North Range Nine (9) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska, said tract containing 36.003 acres.

Discussion

The final plat for Ummel Second Subdivision was considered by the Regional Planning Commission at the April 3, 2013 meeting.

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

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

Alternatives

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

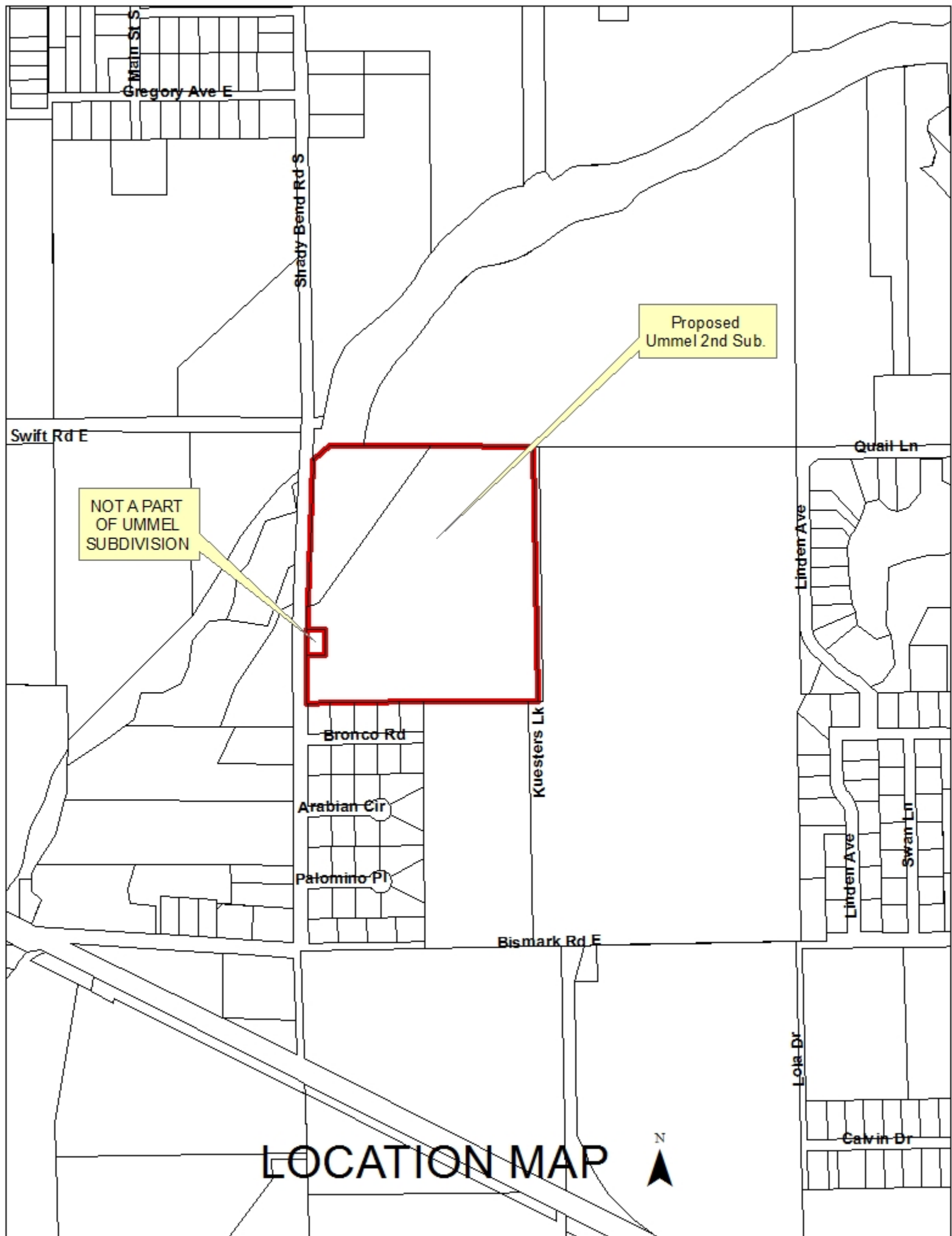
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve as recommended.



Ummel Second Subdivision

Developer/Owner

Tommy Ummel Jr.
1475 South Gunbarrel Road
Grand Island NE 68801

To create 5 lots north of Bronco Road and east of Shady Bend Road, in the City of Grand Island, in Hall County, Nebraska.

Size: 36.033 acres

Zoning: LLR – Large Lot Residential Zone

Road Access: City Roads

Water Public: City water is not available

Sewer Public: City sewer is not available



March 20, 2013

Dear Members of the Board:

RE: Final Plat – Ummel Second Subdivision – Final Plat

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

This final plat proposes to create 5 lots, on a tract of land comprising a part of Lot Five (5) Island, in Section Thirteen (13) 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 63.033 acres.

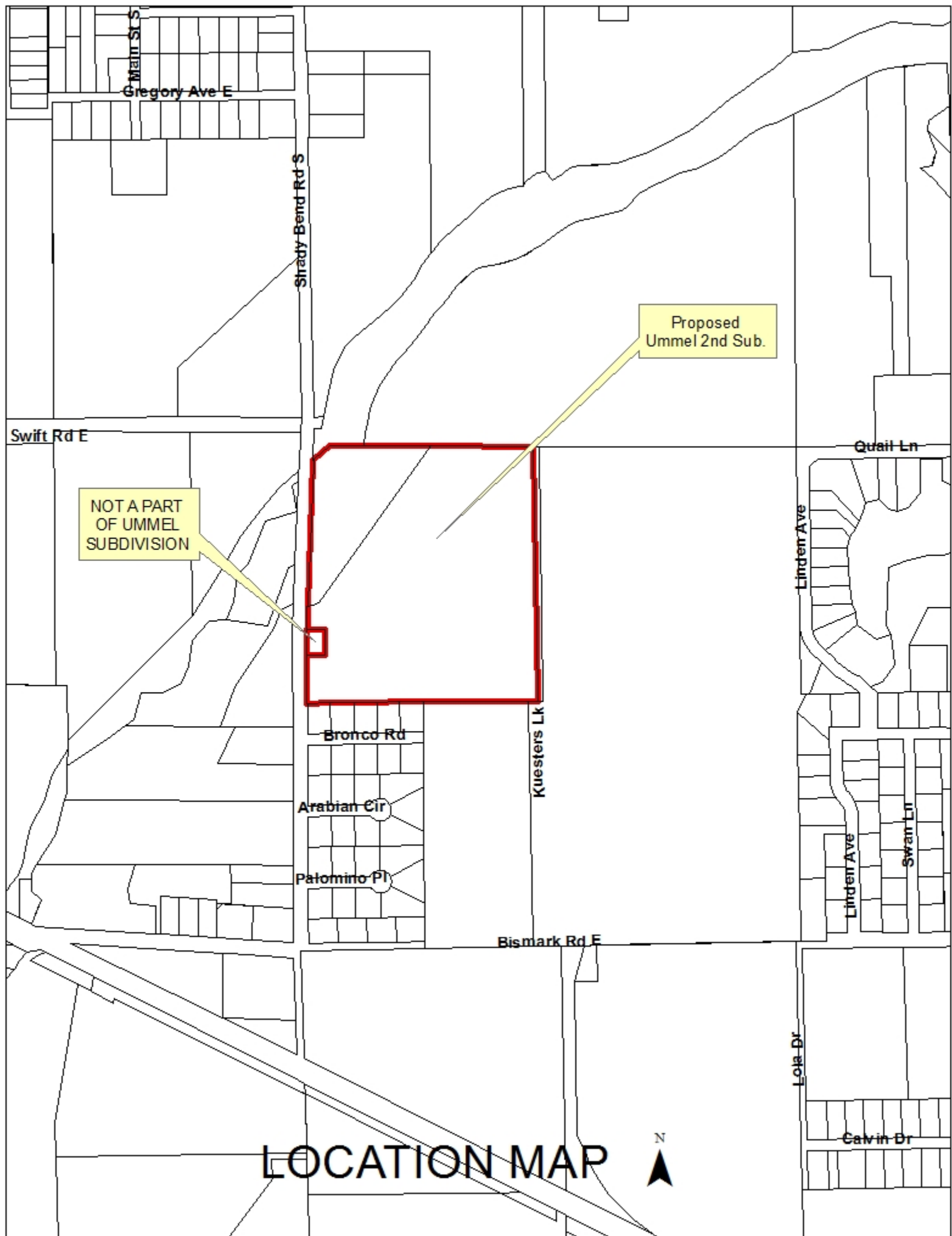
You are hereby notified that the Regional Planning Commission will consider this final plat at the next meeting that will be held at 6:00 p.m. on April 3, 2013 in the Council Chambers located in Grand Island's City Hall.

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 2013-151

WHEREAS, Tommy L. Ummel Sr. a single person, Tommy L. Ummel Jr. and Cary Ummel. Husband and wife, being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "UMMEL SECOND SUBDIVISION", to be laid out into 5 lots, on a tract of land comprising a part of Lot Five (5) Island, in Section Thirteen (13) 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 UMMEL SECOND SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 28, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 24, 2013	☐ City Attorney



City of Grand Island

Tuesday, May 28, 2013

Council Session

Item G-5

#2013-152 - Approving the Semi-Annual Report by the Grand Island Area Economic Development Corporation/Citizens Review Committee on the Economic Development Program Plan

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

Staff Contact: Ann Martin, Chair of GIAEDC

RESOLUTION 2013-152

WHEREAS, Neb. Rev. Stat. §18-2715(3) and Grand Island City Code §38-5 require a report by the Citizens Advisory Review Committee to the City Council at least once every six months on its findings and suggestions on the administration of the Economic Development Plan; and

WHEREAS, a public hearing on the report submitted by the Citizens' Advisory Review Committee was held at a regular session of the Grand Island City Council on May 28, 2013; and

WHEREAS, said report gave information about the activities of the past six months that have taken place pursuant to the Economic Development Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the semi-annual report of the Citizens Advisory Review Committee is hereby accepted and approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 28, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 24, 2013	☐ City Attorney



City of Grand Island

Tuesday, May 28, 2013

Council Session

Item G-6

#2013-153 - Approving Addendum to SCALES Agreement

Staff Contact: Steven Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: May 28, 2013

Subject: Approval of SCALES Interlocal Addendum

Item #'s: G-6

Presenter(s): Steven Lamken, Police Chief

Background

South Central Area Law Enforcement Services, SCALES, is a multijurisdictional law enforcement cooperative which operates under an Interlocal Agreement. Member agencies share resources and information and also acquire joint training and investigative equipment purchases. The City of Cozad desires to be a participating SCALES agency and an addendum has been drafted to approve Cozad's membership. There is no fiscal impact to the City of Grand Island from Cozad joining the SCALES Interlocal.

Discussion

SCALES is a multijurisdictional law enforcement cooperative Interlocal Agreement with eleven member agencies sharing resources and information and also acquire joint training and investigative equipment purchases. SCALES has been a successful example of regional cooperation with agencies assisting one another when needed. SCALES agencies have supported the Grand Island Police Department in events such as President Bush's visit to the City and investigation of department in-custody deaths. In turn, Grand Island has supported other SCALES agencies in special events and investigations. SCALES has brought nationally recognized training programs to the region which has provided excellent training to officers of our department that could not be supported by our individual agency budgets.

The City of Cozad has requested to become a member agency of SCALES and has been approved by the Governing Board of Sheriffs and Chiefs. The Governing Board is seeking approval of our governing bodies to amend the SCALES Interlocal Agreement with the approval of the addendum to accept Cozad as a member. The acceptance of Cozad as a member agency of the SCALES compact does not create any additional fiscal impact for the 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 approved the “Addendum to SCALES Interlocal Agreement for Cooperative Law Enforcement Services” for the City of Cozad membership.

Sample Motion

Move to approve the “Addendum to SCALES Interlocal Agreement for Cooperative Law Enforcement Services” for the City of Cozad membership.

***ADDENDUM TO SCALES INTERLOCAL AGREEMENT FOR COOPERATIVE
LAW ENFORCEMENT SERVICES.***

WHEREAS, the Nebraska Counties of Adams, Buffalo, Hall, Dawson and Phelps and the Nebraska Cities of Hastings, Kearney, Grand Island, Holdrege, Aurora and Lexington have entered into an interlocal agreement dated August 1st, 2006, for cooperative law enforcement services hereinafter referred to as "SCALES" a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, the terms of SCALES provide that additional cities or counties may become parties to said agreement upon acceptance and execution of the agreement and upon the approval by the governing bodies of the parties already party to said agreement; and

WHEREAS the City of Cozad desires to become a party to SCALES under the same terms and conditions contained in the existing agreement dated August 1st, 2006 and hereby signifies acceptance of the same; and

WHEREAS in consideration of the City of Cozad's agreement to initially contribute to the cooperative undertaking provided for in SCALES, and agreed sum not to exceed \$4,500.00, Adams, Buffalo, Hall, Dawson and Phelps Counties and the cities of Hastings Kearney, Grand Island, Holdrege, Aurora and Lexington approve of the City of Cozad's request to become a party to SCALES as signified by their respective signatures appearing below.

NOW THEREFORE, it is agreed that effective upon complete execution of this addendum by all necessary entities, and the payment the City of Cozad monetary contributions as stated above, the City of Cozad in the State of Nebraska shall hereinafter be deemed a party to SCALES and shall thereafter accrue all the same entitlement and obligations as the original parties to said agreement, with the exception of previously purchased equipment by the original agencies. In the event of liquidation of assets purchased before the date of this addendum, assets shall be sold and sums distributed equally amongst only the parties who originally paid for said assets. The City of Cozad shall be entitled to full usage rights of all tangible property jointed owned by SCALES. Items purchased jointly after the date of execution date of this addendum, ownership shall be shared equally amongst all monetary contributing members of the SCALES organization.

Executed this <u>9th</u> day of <u>April</u> , 2013.	
City of Cozad	
By. <u>[Signature]</u> Mayor City of Cozad	<u>[Signature]</u> Cozad Police Chief
(Attest) <u>[Signature]</u> Cozad City Clerk	

Executed this _____ day of _____, 2013.	Executed this <u>7</u> day of <u>May</u> , 2013.
<u>City of Grand Island</u>	<u>County of Hall</u>
By: _____ Mayor	By: <u>[Signature]</u> Chairperson County Board of Supervisors
<u>[Signature]</u> Grand Island Police Chief	<u>[Signature]</u> Hall County Sheriff
_____ (Attest)	_____ (Attest)

Executed this _____ day of _____, 2013.	Executed this _____ day of _____, 2013.
<u>City of Hastings</u>	<u>County of Adams</u>
By: _____ Mayor	By: _____ Chairperson County Board of Supervisors
_____ Hastings Police Chief	_____ Adams County Sheriff
_____ (Attest)	_____ (Attest)

**INTERLOCAL AGREEMENT FOR COOPERATIVE LAW ENFORCEMENT
SERVICES
BY AND AMONG
THE COUNTIES OF ADAMS, BUFFALO, DAWSON AND HALL, THE CITIES OF
GRAND ISLAND, HASTINGS, AND KEARNEY**

THIS AGREEMENT is made and entered into this 1st day of August 2006, by and between the Counties of Adams, Buffalo, Dawson, and Hall and the Cities of Grand Island, Hastings, and Kearney, all being a bodies politic and corporate and political subdivisions of the state of Nebraska, hereinafter referred to collectively as the "Parties" and individually as a "Party." WITNESSETH:

WHEREAS, the Parties desire to form an alliance among law enforcement agencies of the Parties known as **SCALES** (*South Central Area Law Enforcement Services*) to: promote cooperation among such agencies to combat crime in the most effective manner possible; provide for joint acquisition of equipment and materials; and allow for cooperative sharing and utilization of investigative resources; and

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et seq. provides that units of local government of the State of Nebraska and Nebraska state agencies may enter into agreement for the joint and cooperative exercise of powers, privileges, or authority capable of being exercised by either agency; and

WHEREAS, Neb. Rev. Stat. §13-801 provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or other undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, Counties and the Cities are public agencies as defined by Neb. Rev. Stat. §13-801; and

WHEREAS, Neb. Rev. Stat. §29-215 authorizes municipalities and counties to enter into contracts with any other municipality or county for law enforcement services or joint law enforcement services."

NOW, THEREFORE, the parties mutually covenant and agree as follows:

- 1) **Term.** This agreement shall have a term of five (5) years commencing August 1, 2006. Said agreement shall automatically renew for no more than five successive terms of one year each unless written notice of the non-renewal is provided by the non-renewing party to the other parties not less than 60 days prior to the expiration of the then current term.
- 2) **Termination.** This agreement may be terminated at any time, with or without cause,

upon the mutual consent of a majority of the member Parties.

- 3) **Withdrawal.** Any Party may withdraw from this agreement at any time, with or without cause, upon providing to the non-withdrawing Parties a written notice of such withdrawal given not less than sixty (60) days prior to the effective date of the withdrawal.
- 4) **Governance.** The activities of the cooperative undertaking shall be governed by a board comprised of the Sheriff or Chief of Police from each of the Parties, hereinafter referred to as the "Board." The Board shall meet not less than two times each calendar year. The Board shall select as officers a chairperson and a secretary who shall serve terms of one year. A quorum of not less than a majority of the Board shall be required to take action. All questions before the Board shall be determined by majority vote of the members present. The Board may adopt such by-laws and rules of procedure as deemed appropriate by the Board.
- 5) **Cooperative Powers and Authority.** Each Party's Chief of Police or Sheriff may supply manpower and other resources, when available, upon the request of a Party to assist with any law enforcement activities including, but not limited to:
 - a) the investigation or prevention of any crime;
 - b) the service and execution of any search warrant, and
 - c) making of any arrest.
- 6) **Law Enforcement Powers.** Any sheriff, deputy sheriff, marshal, deputy marshal, police officer or peace officer employed by any Party shall have the power and authority to enforce the laws of the State of Nebraska and to perform the functions of his or her office anywhere within the geographic territory of any Party when acting or participating in a cooperative investigation or cooperative law enforcement activity at the request of any Party's Sheriff or Chief of Police or an authorized designee of any such Sheriff or Chief of Police.
- 7) **Claims and Indemnity.** At all times while acting or participating in a cooperative investigation or cooperative law enforcement activity, any such participating sheriff, deputy sheriff, marshal, deputy marshal, police officer or peace officer shall remain the employee of the Party supplying such officer. Each Party shall provide liability insurance and indemnification for its own personnel as provided in Neb.Rev.Stat. §13-1802.
- 8) **Modification.** This Agreement may be modified by written agreement of the Parties.
- 9) **No Separate Entity.** There shall be no separate legal entity created through this interlocal cooperation agreement. Said agreement shall be jointly administered by the Board as provided in section 4, above.
- 10) **Property.** Any property acquired or made available by any party to this agreement

for the purposes of this agreement shall remain the property of the party acquiring or making such property available and shall be disposed of such party as provided by law, regulation, or ordinance governing the same.

- a) Any property acquired jointly shall, upon termination, be equitably distributed among the Parties based upon the Parties' financial contributions toward the purchase and maintenance of any such property. In the event any Party withdraws from this agreement, an equitable distribution of the jointly held property, or the fair market value thereof, shall be made to the withdrawing party based upon the withdrawing Party's financial contributions toward the purchase and maintenance of any such jointly held property.
- b) Any property to be purchased and jointly held by the Parties shall be purchased pursuant to the purchasing rules or statutes applicable to the Party making the purchase on behalf of the Parties.
- c) Any surplus or unusable jointly held property shall be disposed pursuant to the rules or statutes applicable to the Party making such disposition on behalf of the Parties. The proceeds of any sale or disposition of jointly held property shall be equitably distributed among the Parties based upon the Parties' financial contributions toward the purchase and maintenance of any such property.
- d) An inventory of all property jointly held and a report on the disposition of any joint property sold, transferred or disposed of during the prior twelve months shall be provided to the City or County Clerk of each Party on or prior to April 1 of each year.

11) **Finances.** This agreement shall be financed by funds available to the parties hereto.

12) **Provision of Assistance.** Pursuant to the Interlocal Cooperation Act, any party to this agreement, in the party's sole discretion, may appropriate funds and may sell, lease, give, or otherwise provide assistance, including personnel and services, as may be within the party's legal power to furnish.

13) **Additional Agreements.**

- a) The provisions of this agreement shall not be construed to impose an obligation on any Party to this agreement to respond to a request for assistance. At any time assistance is requested, the Party so requested may, for any reason, deem it advisable not to respond and may so inform the requesting party.
- b) This agreement shall become effective for each party when that party by ordinance, motion or resolution adopts and approves this agreement and authorizes the proper official to execute this agreement.
- c) Additional cities or counties may become parties to this agreement upon acceptance and execution of this agreement, and upon approval by the governing bodies of the Parties already a party to this agreement.

Executed this 12 day of September
2006.

City of Grand Island, Nebraska

by: [Signature]
Mayor

[attest]

[Signature]
City Clerk

Approved as to form:

[Signature]
City Attorney

Executed this 10th day of Oct,
2006.

City of Hastings

by: [Signature]
Mayor

[attest]

[Signature]
City Clerk

Approved as to form:

[Signature]
City Attorney

Executed this 17 day of October,
2006.

County of Adams

by: [Signature]
Chairperson
County Board of Supervisors

[attest]

[Signature]
County Clerk

Approved as to form:

[Signature]
County Attorney

Executed this 14th day of November,
2006.

County of Buffalo

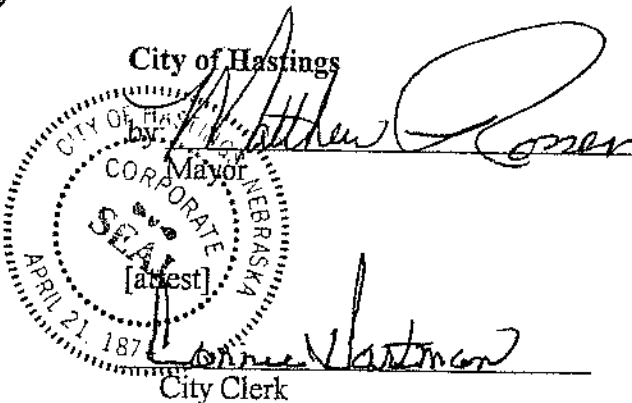
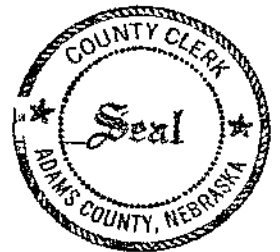
by: [Signature]
Chairman
County Board of Supervisors

[attest]

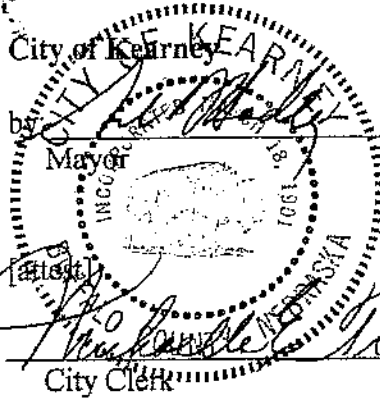
[Signature]
County Clerk

Approved as to form:

[Signature]
County Attorney



Executed this 30 day of October,
2006.



City of Kearney

by: [Signature]
Mayor

[attest]

[Signature]
City Clerk

Approved as to form:

[Signature]
City Attorney

Executed this 22nd day of August,
2006.

County of Hall

by: James M. Eriksen
Chairman
County Board of Supervisors

[attest]

[Signature]
County Clerk

Approved as to form:

[Signature]
County Attorney

Executed this 14 day of November,
2006.

County of Dawson

by: Bill Stent
Chairman
County Board of Supervisors

[attest]

Donna M. Lenn
County Clerk



Approved as to form:

Elizabeth J. Hatterman
County Attorney

***ADDENDUM TO SCALES INTERLOCAL AGREEMENT FOR COOPERATIVE
LAW ENFORCEMENT SERVICES.***

WHEREAS, the Nebraska Counties of Adams, Buffalo, Hall and Dawson and the Nebraska Cities of Hastings, Kearney and Grand Island have entered into an interlocal agreement dated August 1st, 2006, for cooperative law enforcement services hereinafter referred to as " SCALES" a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, the terms of SCALES provide that additional cities or counties may become parties to said agreement upon acceptance and execution of the agreement and upon the approval by the governing bodies of the parties already party to said agreement; and

WHEREAS the County of Phelps, the City of Holdrege and the City of Aurora desire to become a party to SCALES under the same terms and conditions contained in the existing agreement dated August 1st, 2006 and hereby signifies acceptance of the same; and

WHEREAS in consideration of Phelps County's, the City of Holdrege's and the City of Aurora's agreement to initially contribute to the cooperative undertaking provided for in SCALES, and agreed sum not to exceed \$4,500.00 for each individual agency, Adams, Buffalo, Hall and Dawson Counties and the cities of Hastings Kearney and Grand Island approve of Phelps County the City of Holdrege and the City of Aurora's request to become a party to SCALES as signified by their respective signatures appearing below.

NOW THEREFORE, it is agreed that effective upon complete execution of this addendum by all necessary entities, and the payment of Phelps County, the City of Holdrege and the City of Aurora monetary contributions as stated above, the County of Phelps, the City of Holdrege and the City of Aurora in the State of Nebraska shall hereinafter be deemed a party to SCALES and shall thereafter accrue all the same entitlement and obligations as the original parties to said agreement, with the exception of previously purchased equipment by the original agencies. In the event of liquidation of assets purchased before the date of this addendum, assets shall be sold and sums distributed equally amongst only the parties who originally paid for said assets. The County of Phelps, the City of Holdrege, and the City of Aurora, shall be entitled to full usage rights of all tangible property jointed owned by SCALES. Items purchased jointly after the date of execution date of this addendum, ownership shall be shared equally amongst all monetary contributing members of the SCALES organization.

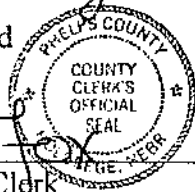
Executed this 30 day of
January, 2008.

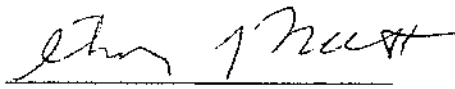
County of Phelps

By: 
Chairperson
County Board

(Attest)


Phelps County Clerk




Phelps County Sheriff

Executed this 30 day of
January, 2008

City of Holdrege

By: [Signature]
Mayor

(Attest)
[Signature]
City Clerk

[Signature]
Chief of Police- Holdrege Police Dept.

Executed this 19th day of
February, 2008. 2009

City of Aurora

By: [Signature]
Mayor

(Attest)
[Signature]
City Clerk



[Signature]
Chief of Police- Aurora Police Dept.

Executed this 9th day of
December, 2008.

City of Grand Island

By: [Signature]
Mayor

[Signature]
Grand Island Police Chief

[Signature]
(Attest)

Executed this 2nd day of
Dec, 2008.

County of Hall

By: [Signature]
Chairperson
County Board of Supervisors

[Signature]
Hall County Sheriff

[Signature]
(Attest)

Executed this 2ND day of
February, 2008.

City of Hastings

By: Vern P. Powers
Mayor

[Signature]
Hastings Police Chief

[Signature]
(Attest)

Executed this 5TH day of
February, 2008.

County of Adams

By: Larry Woodman
Chairperson
County Board of Supervisors

[Signature]
Adams County Sheriff

[Signature]
(Attest)

Executed this 23 day of
December, 2008.

City of Kearney

By: Stanley G. Shorrock
Mayor

[Signature]
Kearney Police Chief

[Signature]
(Attest)

Executed this 23 day of
December, 2008.

County of Buffalo

By: [Signature]
Chairperson
County Board of Supervisors

[Signature]
Buffalo County Sheriff

[Signature]
(Attest)

Executed this 17TH day of
February, 2008.

County of Dawson

By: [Signature]
Chairperson
County Board of Supervisors

[Signature]
(Attest)

[Signature]
Dawson County Sheriff



ADDENDUM TO SCALES INTERLOCAL
AGREEMENT FOR COOPERATIVE LAW
ENFORCEMENT SERVICES

WHEREAS, the Nebraska Counties of Adams, Buffalo and Hall, and the Nebraska cities of Hastings, Kearney and Grand Island have entered into an interlocal agreement dated August 14, 2001, for cooperative law enforcement services hereinafter referred to as "SCALES" a copy of which is attached hereto and incorporated herein by this reference; and

WHEREAS, the terms of SCALES provide that additional cities or counties may become parties to said agreement upon acceptance and execution of the agreement and upon the approval by the governing bodies of the parties already party to said agreement; and

WHEREAS the County of Dawson desires to become a party to SCALES under the same terms and conditions contained in the existing agreement dated August 14, 2001 and hereby signifies acceptance of the same; and

WHEREAS, in consideration of Dawson County's agreement to initially contribute to the cooperative undertaking provided for in SCALES, an agreed sum not to exceed \$6,800.00, Adams, Buffalo and Hall Counties and the cities of Hastings, Kearney and Grand Island approve of Dawson County's request to become a party to SCALES as signified by their respective signatures appearing below.

NOW THEREFORE, it is agreed that effective upon complete execution of this addendum by all necessary entities, and the payment of Dawson County's initial monetary contribution as stated above, the County of Dawson in the State of Nebraska shall hereinafter be deemed a party to SCALES and shall thereafter accrue all of the same entitlements and obligations as the original parties to said agreement.

Executed this 1st day of

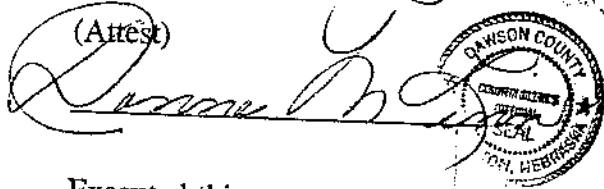
October, 2002.

County of Dawson

By: Anda R. Benjamin
Chairperson
County Board of Commissioners

Gary W. Reichen
Dawson County Sheriff

(Attest)



Executed this ____ day of

____, 2002.

City of Grand Island, Nebraska

By: _____
Mayor

Grand Island Police Chief

(Attest)

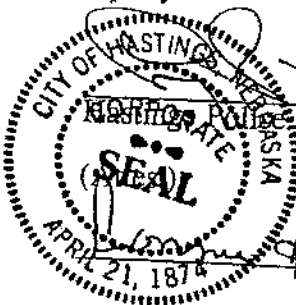
Executed this ____ day of

____, 2002.

City of Hastings, Nebraska

By: Rich B. Hubby
Mayor

Norman Police Chief



Executed this 17 day

of December, 2002.

County of Hall

Ronald Lancaster
Chairperson
County Board of Supervisors

Jeff White
Hall County Sheriff

(Attest)

Mark J. Conley



Executed this 15 day

of October, 2002.

County of Adams

Larry Woodman
Chairperson
County Board of Supervisors

Gene A. Magee
Adams County Sheriff

(Attest)

Cherrill Lewis



Executed this 22 day of
October, 2002.

City of Kearney, Nebraska

By: Pat A. Ketrin
Mayor

Daniel L. Lynch
Kearney Police Chief



Executed this 8th day
of October, 2002.

County of Buffalo

William C. McMiller
Chairperson
County Board of Supervisors

Neil C. Miller
Buffalo County Sheriff

(Attest)

Judy A. Jobman



***ADDENDUM # 2 TO SCALES INTERLOCAL AGREEMENT FOR COOPERATIVE
LAW ENFORCEMENT SERVICES.***

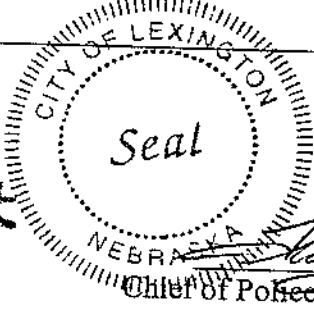
WHEREAS, the Nebraska Counties of Adams, Buffalo, Hall, Dawson and Phelps and the Nebraska Cities of Hastings, Kearney, Grand Island, Holdrege, and Aurora have entered into an interlocal agreement dated August 1st, 2006 with subsequent addendum dated January 30th, 2008 for cooperative law enforcement services hereinafter referred to as " SCALES" a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, the terms of SCALES provide that additional cities or counties may become parties to said agreement upon acceptance and execution of the agreement and upon the approval by the governing bodies of the parties already party to said agreement; and

WHEREAS the City of Lexington desires to become a party to SCALES under the same terms and conditions contained in the existing agreement dated August 1st, 2006 with addendum dated 01-30-2008 and hereby signifies acceptance of the same; and

WHEREAS in consideration of the City of Lexington's agreement to initially contribute to the cooperative undertaking provided for in SCALES, and agreed sum not to exceed \$4,500.00, Adams, Buffalo, Hall, Dawson and Phelps Counties and the cities of Hastings, Kearney, Grand Island, Holdrege, and Aurora approve of the City of Lexington's request to become a party to SCALES as signified by their respective signatures appearing below.

NOW THEREFORE, it is agreed that effective upon complete execution of this addendum by all necessary entities, and the payment of the City of Lexington's monetary contribution as stated above, the City of Lexington in the State of Nebraska shall hereinafter be deemed a party to SCALES and shall thereafter accrue all the same entitlement and obligations as the original parties to said agreement, with the exception of previously purchased equipment by the original agencies. In the event of liquidation of assets purchased before the date of this addendum, assets shall be sold and sums distributed equally amongst only the parties who originally paid for said assets. The City of Lexington shall be entitled to full usage rights of all tangible property jointed owned by SCALES. Items purchased jointly after the date of execution date of this addendum, ownership shall be shared equally amongst all monetary contributing members of the SCALES organization.

Executed this <u>9th</u> day of <u>November</u> , 2010.	
<u>City of Lexington</u>	
By. <u>[Signature]</u> Mayor	
(Attest) <u>[Signature]</u> City Clerk	<u>[Signature]</u> Chief of Police - Lexington Police Dept.

(Attest)

(Attest)

Executed this 24th day of
January, 2011.

Executed this 18th day of
January, 2011.

City of Hastings

By: Kemp Powers
Mayor

[Signature]
Hastings Police Chief

Lonnie Hartman
(Attest)

County of Adams

By: Larry Woodman
Chairperson

[Signature]
County Board of Supervisors

[Signature]
Adams County Sheriff

Chrisella Lewis
(Attest)

Executed this 28 day of
December, 2010.

Executed this 28 day of
December, 2010.

City of Kearney

By: Stanley A. Clouse
Mayor

[Signature]
Kearney Police Chief

Thaselle E. Trembley
(Attest)

County of Buffalo

By: [Signature]
Chairperson

[Signature]
County Board of Supervisors

[Signature]
Buffalo County Sheriff

Jane S. Griffin
(Attest)

Executed this 3rd day of
January, 2011.

County of Dawson

By: Bill Hunt
Chairperson

[Signature]
County Board of Supervisors

[Signature]
Dawson County Sheriff

Karla Zarkovekey
(Attest)



Executed this 25th day of
January, 2011.

City of Aurora

By: Marlin Leeman
Mayor

(Attest)
Barbara M. Mithel
City Clerk



Joey J. Bunk
Chief of Police - Aurora Police Dept

Executed this 11th day of
January, 2011.

City of Holdrege

By: Richard J. Jeffery
Mayor

Dennis Darnold
Holdrege Police Chief

Dan Jensen
(Attest)



Executed this 11th day of
January, 2011.

County of Phelps

By: James Castagna
Chairperson
County Board of Supervisors

Heather
Phelps County Sheriff

Sally Fox
(Attest)



Executed this 9th day of
December, 2010.

City of Grand Island

By: Jeff VanDusen
Mayor

Steve Lankford
Grand Island Police Chief

Executed this 23 day of
November, 2010.

County of Hall

By: W.P. Bud Offner
Chairperson
County Board of Supervisors

Ken
Hall County Sheriff

RESOLUTION 2013-153

WHEREAS, the Grand Island Police Department has been a member of the South Central Area Law Enforcement Services, SCALES, Interlocal compact; and

WHEREAS, membership in SCALES has been beneficial to the Police Department and the City of Grand Island; and

WHEREAS, the City of Cozad, Nebraska wishes to become a member of the SCALES compact , and

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

That the Mayor sign the Addendum to SCALES Interlocal Agreement for Cooperative Law Enforcement Services to allow the City of Cozad to become a member of the SCALES Compact.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska May 28, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
May 24, 2013	▣ City Attorney



City of Grand Island

Tuesday, May 28, 2013

Council Session

Item G-7

**#2013-154 - Approving Pipeline Crossing Agreement with UPRR
for Water Main District 466T - Airport Road**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: May 28, 2013

Subject: Pipeline Crossing Agreement for Water Main District
466T - Mile Post 2.6, UPRR – Ord Branch (NCRC) at
Airport Road

Item #'s: G-7

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Water Main District 466T will extend a City water main along Airport Road. The new main will traverse under the railroad tracks operated by the Nebraska Central Railroad Company, a short line railroad which is a division of the Union Pacific Railroad. Their trackage runs from the Union Pacific connection in Grand Island to Ord, Nebraska.

Attached for reference is a site map of the crossing's location.

Discussion

The Union Pacific has a number of requirements regarding crossing of their right-of-way by other utilities. The Utilities Department has submitted an application for the construction, operation and maintenance of the crossing. The Railroad has reviewed the application and has returned their proposed agreement No. 02795-01 for the project.

The Airport Road Crossing Agreement at Mile Post 2.6 includes a license fee of \$2,500.00.

Alternatives

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

1. Move to approve

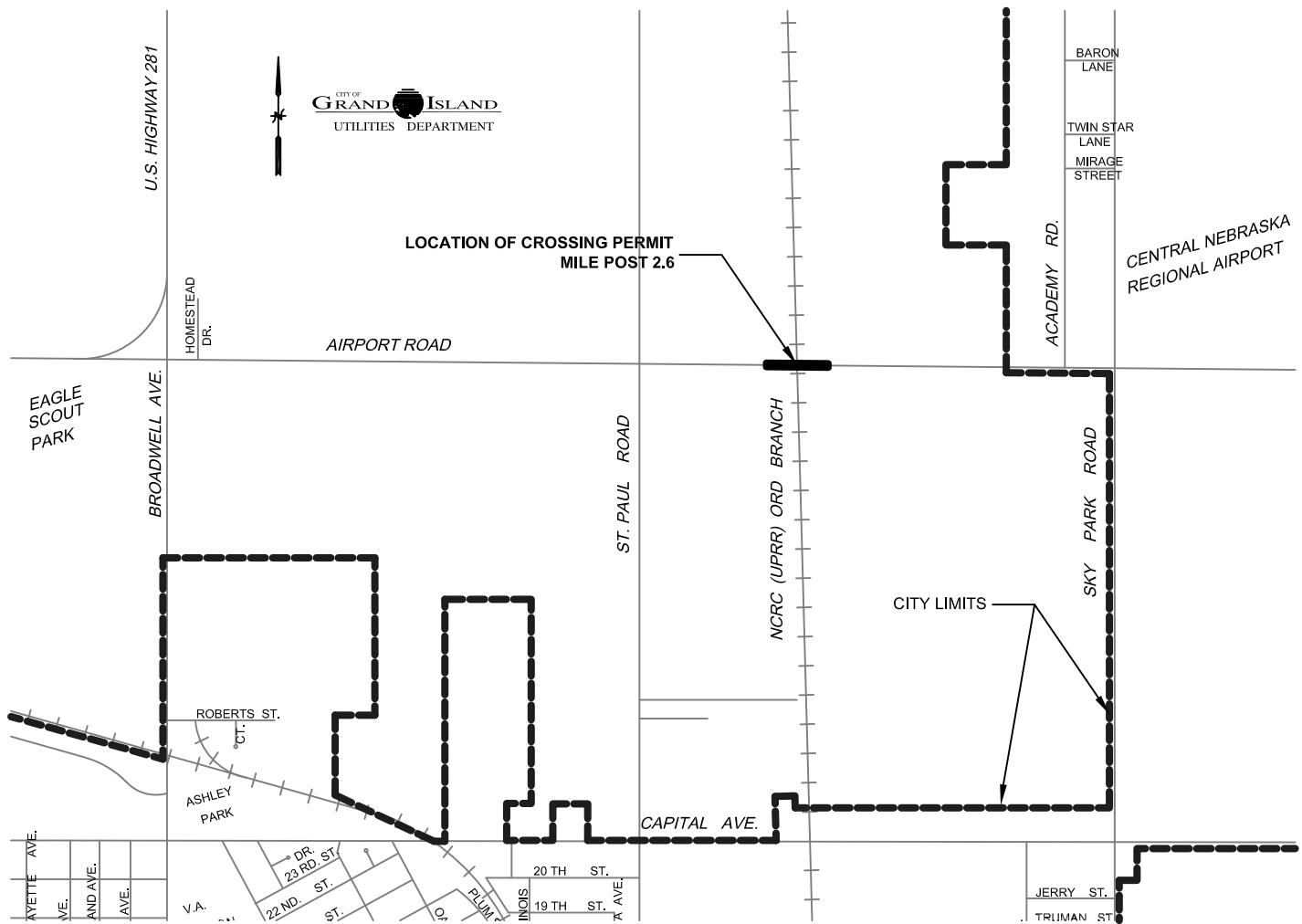
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the Pipeline Crossing Agreement at Mile Post 2.6, for the Airport Road water main crossing with the Union Pacific Railroad.

Sample Motion

Move to approve the Pipeline Crossing Agreement at Mile Post 2.6, for the Airport Road water main crossing with the Union Pacific Railroad.



PIPELINE CROSSING AGREEMENT

Mile Post: 2.6, Ord (NCRC) Subdivision/Branch
Location: Grand Island, Hall County, Nebraska

THIS AGREEMENT ("Agreement") is made and entered into as of May 28, 2013, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF GRAND ISLAND, NE**, to be addressed at Po Box 1968, 100 E First Street Grand Island, Nebraska 68802 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the license fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

One 16 inch encased pipeline for transporting and conveying water only

across Licensor's track(s) and property (the "Pipeline") in the location shown and in conformity with the dimensions and specifications indicated on the print dated April 15, 2013 and marked **Exhibit A**, attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than transporting and conveying water, and the Pipeline shall not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery depicting the Pipeline crossing, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Two Thousand Five Hundred Dollars (\$2,500.00)**.

Article 3. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

Article 4. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Pipeline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor and require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release, defend and indemnify Licenser to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licenser herein.

Article 5. INSURANCE.

A. During the life of the Lease, Licensee shall fully comply with the insurance requirements described in **Exhibit C**.

B. Failure to maintain insurance as required shall entitle, but not require, Licenser to terminate this License immediately.

C. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this license, those statutes shall apply.

D. Licensee hereby acknowledges that it has reviewed the requirements of **Exhibit C**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the pipeline which is the subject of this Agreement.

Article 6. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF GRAND ISLAND, NE

By: _____

Kylan Crawford
Assistant Manager

By: _____

Name Printed: _____

Title: _____

EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.
- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

- A. The Pipeline shall be designed, constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering – Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.
- B. All work performed on property of the Licensor in connection with the design, construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.
- C. Prior to the commencement of any work in connection with the design, construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline from Licensor's property, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support,

the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith, which expenses shall include all assignable costs.

- D. The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.
- E. In the prosecution of any work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 3. NOTICE OF COMMENCEMENT OF WORK / LICENSOR REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.

- A. If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial, and any subsequent work with the following employee of Licensor or his or her duly authorized representative (hereinafter "Licensor Representative" or "Railroad Representative"):

Nebraska Central Railroad 1701 S. 13 Norfolk, NE 68702-6727 Phone: 402-371-9015 Fax: 402-371-4588 Gary Hughes
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- B. Licensee, at its own expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Licensor's approval of plans and specifications involving the work, or by Licensor's collaboration in performance of any work, or by the presence at the work site of a Licensor Representative, or by compliance by Licensee with any requests or recommendations made by the Licensor Representative.
- C. At the request of Licensor, Licensee shall remove from Licensor's property any employee who fails to conform to the instructions of the Licensor Representative in connection with the work on Licensor's property. Licensee shall indemnify Licensor against any claims arising from the removal of any such employee from Licensor's property.
- D. Licensee shall notify the Licensor Representative at least ten (10) working days in advance of proposed performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of

any of Licensor's track(s) at any time, for any reason, unless and until a railroad flagman is provided to watch for trains. Upon receipt of such ten (10) day notice, the Licensor Representative will determine and inform Licensee whether a flagman need be present and whether any special protective or safety measures need to be implemented. If flagging or other special protective or safety measures are performed by Licensor, Licensor will bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state or local governmental entity. If Licensor will be sending the bills to Licensee, Licensee shall pay such bills within thirty (30) days of receipt of billing. If Licensor performs any flagging, or other special protective or safety measures are performed by Licensor, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

- E. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- F. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Licensor is required to pay the flagman and which could not reasonably be avoided by Licensor by assignment of such flagman to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.
- G. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety

practices. Licensee and its contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

- H. Without limitation of the provisions of paragraph G above, Licensee shall keep the job site free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the job.
- I. Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Prompt notification shall be given to Licensor of any U.S. Occupational Safety and Health Administration reportable injuries. Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of Licensor, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- J. If and when requested by Licensor, Licensee shall deliver to Licensor a copy of its safety plan for conducting the work (the "Safety Plan"). Licensor shall have the right, but not the obligation, to require Licensee to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.

- A. The license herein granted is subject to the needs and requirements of the Licensor in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Pipeline, or move all or any portion of the Pipeline to such new location, or remove the Pipeline from the Licensor's property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor, at its sole election, finds such action necessary or desirable.
- B. All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

- A. The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be designed, constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

- B. Explosives or other highly flammable substances shall not be stored on Licensor's property without the prior written approval of Licensor.
- C. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Licensor's trackage shall be installed or used by Licensor or its contractors without the prior written permission of Licensor.
- D. When not in use, any machinery and materials of Licensee or its contractors shall be kept at least fifty (50) feet from the centerline of Licensor's nearest track.
- E. Operations of Licensor and work performed by Licensor's personnel may cause delays in the work to be performed by Licensee. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Licensor and third parties so as to avoid interference with railroad operations. The safe operation of Licensor's train movements and other activities by Licensor take precedence over any work to be performed by Licensee.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

- A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Licensor's property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.
- B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTORS, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON**

LICENSOR'S PROPERTY.

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

- A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.
- B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensee in any manner moves or disturbs any of the property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such property to the same condition as the same were before such property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

- A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).
- B. AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND

PERMISSION HEREIN GRANTED, TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM ANY LOSS OF ANY KIND, NATURE OR DESCRIPTION ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE PIPELINE OR ANY PART THEREOF;

2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;

3. THE PRESENCE, OPERATION, OR USE OF THE PIPELINE OR CONTENTS ESCAPING THEREFROM;

4. THE ENVIRONMENTAL STATUS OF THE PROPERTY CAUSED BY OR CONTRIBUTED TO BY LICENSEE;

5. ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER; OR

6. LICENSEE'S BREACH OF THIS AGREEMENT,

EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT AND ACTIVE NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.

C. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit of proceeding brought against any indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, reasonable attorney's fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments.

Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, to perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the

Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 13. TERMINATION.

- A. If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.
- B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.
- C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

Section 16. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

EXHIBIT C
Union Pacific Railroad Company
Contract Insurance Requirements

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability insurance. Licensee must maintain "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

The definition of “JOB LOCATION” and “WORK” on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement

E. Umbrella or Excess insurance. If Licensee utilizes umbrella or excess policies, and these policies must “follow form” and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker’s compensation and employers liability) must include Railroad as “Additional Insured” using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad’s negligence whether sole or partial, active or passive, and shall not be limited by Licensee’s liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Licensee required in this agreement, where permitted by law This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best’s Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D
SAFETY STANDARDS

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Licensee or its contractors, subcontractors, or agents, as well as any subcontractor or agent of any Licensee.

I. Clothing

- A. All employees of Licensee will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Licensee's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Licensee shall require its employee to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Licensee's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers

- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Licensee and its contractor are responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a minimum distance of at least twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized work wear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Licensee must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Licensee will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

- A. It is the responsibility of Licensee to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Licensee's equipment is unsafe for use, Licensee shall remove such equipment from Railroad's property. In addition, Licensee must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
 - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other rail bound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

- A. Licensee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Licensee shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Licensee meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

**SUBMITTING REQUESTS FOR
RAILROAD PROTECTIVE LIABILITY INSURANCE**
(\$2,000,000 per occurrence/\$6,000,000 aggregate)

Application forms for inclusion in Union Pacific Railroad's Blanket Railroad Protective Liability Insurance Policy may be obtained by accessing the following website (includes premiums as well):

www.uprr.com/reus/rinsure/index.shtml

If you have questions regarding railroad protective liability insurance (i.e. premium quotes, application) please contact the Marsh USA Service Team, Bill Smith or Cindy Long at:

Phone: (800) 729-7001

Fax: (816) 556-4362

Email: william.j.smith@marsh.com

Email: cindy.long@marsh.com

*PLEASE NOTE - The RPLI application and premium check should be sent directly to Marsh, USA at the address shown below - do NOT send your check and application via overnight air, as the P.O. Box will NOT accept overnight deliveries.

If you are in a situation where you require a RUSH, please contact Bill Smith or Cindy Long and they will do their best to accommodate your needs. All checks written to Marsh, USA should reference Union Pacific Railroad in the "Memo" section of the check.

Send Checks and Applications to the following "NEW" address:

Marsh USA
NW 8622
PO Box 1450
Minneapolis, MN 55485-8622

RESOLUTION 2013-154

WHEREAS, the construction of Water Main District 466T will require crossing the railroad tracks operated by the Nebraska Central Railroad Company, a short line railroad which is a division of the Union Pacific Railroad at Airport Road; and

WHEREAS, the Union Pacific Railroad requires a Pipeline Crossing Agreement to be entered in to for persons crossing its property for such purposes with a license fee payment of \$2,500.00 for the Airport Road Crossing; and

WHEREAS, the City Attorney's office has reviewed the proposed Pipeline Crossing Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Pipeline Crossing Agreement, by and between the City and the Union Pacific Railroad Company, for crossing the railroad's right-of-way with the construction, operation, and maintenance of Water Main District 466T at Airport Road, is hereby approved; and the Mayor is hereby authorized to sign such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 28, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 24, 2013	☐ City Attorney



City of Grand Island

Tuesday, May 28, 2013

Council Session

Item G-8

#2013-155 - Approving Acquisition of Public Right-of-Way in Summerfield Estates 5th Subdivision (Little B's Corporation)

This item relates to the aforementioned Public Hearing item E-5.

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

RESOLUTION 2013-155

WHEREAS, public right-of-way is being dedicated by Little B's Corporation to allow for realignment of the roadway within Summerfield Estates 5th Subdivision to conform to revised preliminary plat, described as follows:

A TRACT OF LAND CONSISTING OF PART OF LOT 6, BLOCK 1 OF SUMMERFIELD ESTATES 5TH SUBDIVISION, LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER (W ½, SW ¼) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 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 6, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF WARBLER ROAD AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N89 51'51"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 37.08 FEET; THENCE DEPARTING SAID NORTH R.O.W. LINE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 34 27'31", AN ARC LENGTH OF 21.05 FEET, A RADIUS OF 35.00 FEET AND A CHORD BEARING N72 54'24"E FOR A DISTANCE OF 20.73 TO A POINT OF REVERSE CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 18 19'43", AN ARC LENGTH OF 19.19 FEET, A RADIUS OF 60.00 FEET AND A CHORD BEARING N64 50'30"E FOR A DISTANCE OF 19.11 FEET TO A POINT ON THE EAST LINE OF SAID LOT 6; THENCE S00 08'09"W ALONG SAID EAST LINE A DISTANCE OF 14.31 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 225.44 SQUARE FEET MORE OR LESS.

AND,

A TRACT OF LAND CONSISTING OF PART OF LOT 8, BLOCK 2 OF SUMMERFIELD ESTATES 5TH SUBDIVISION, LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER (W ½, SW ¼) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 8, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S00 08'09"W ALONG THE EAST LINE OF SAID LOT 8 A DISTANCE OF 30.00 FEET; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 90 00'00", AN ARC LENGTH OF 47.12 FEET, A RADIUS OF 30.00 FEET AND A CHORD BEARING N44 51'51"W FOR A DISTANCE OF 42.43 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 8, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF WARBLER ROAD; THENCE S89 51'51"E ALONG SAID SOUTH R.O.W. LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 193.14 SQUARE FEET MORE OR LESS.

WHEREAS, an agreement for the public right-of-way has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL

Approved as to Form	<input type="checkbox"/>
May 24, 2013	<input type="checkbox"/> City Attorney

OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement for the public 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 agreement on behalf of the City of Grand Island.

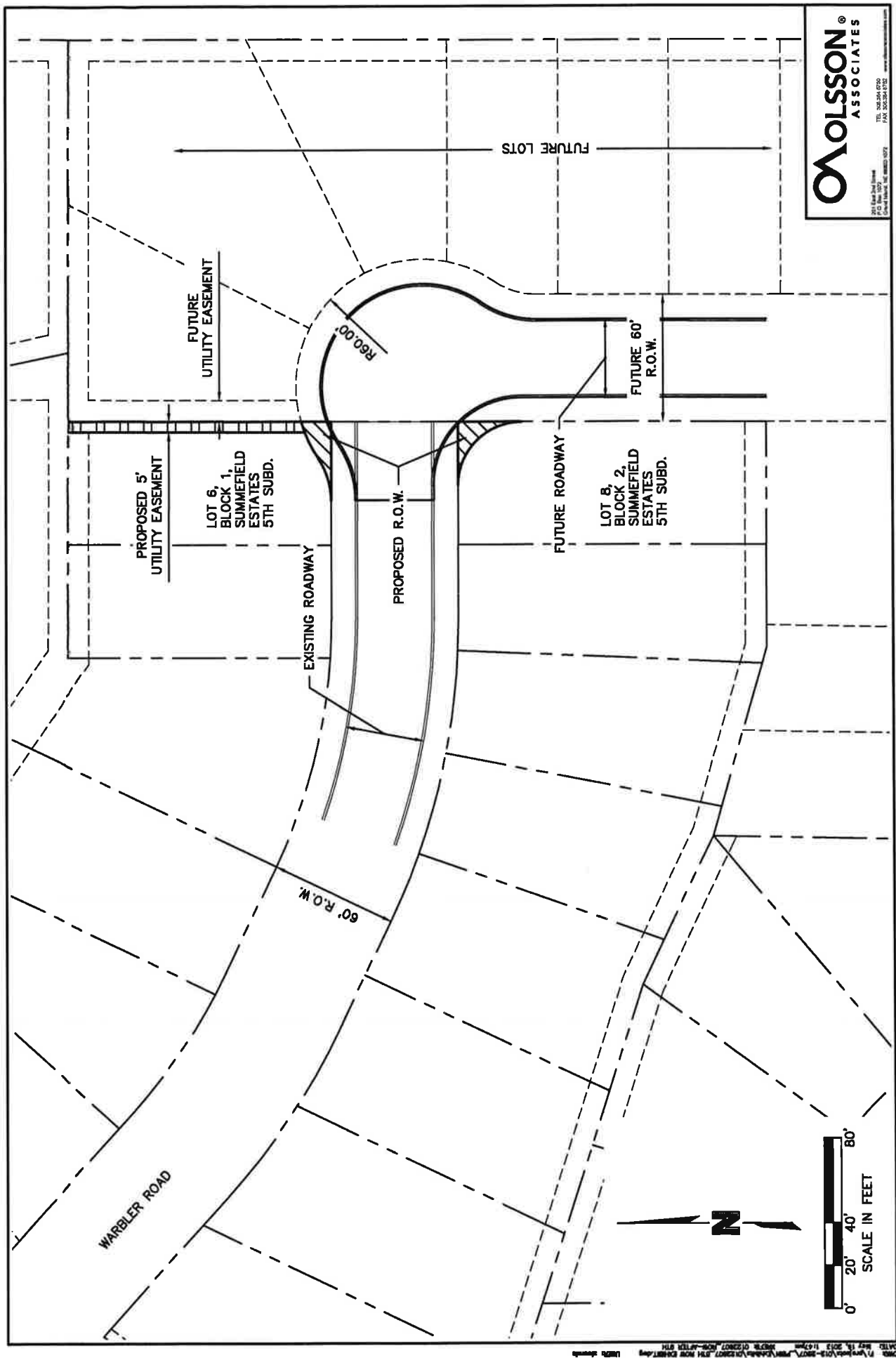
- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 28, 2013.

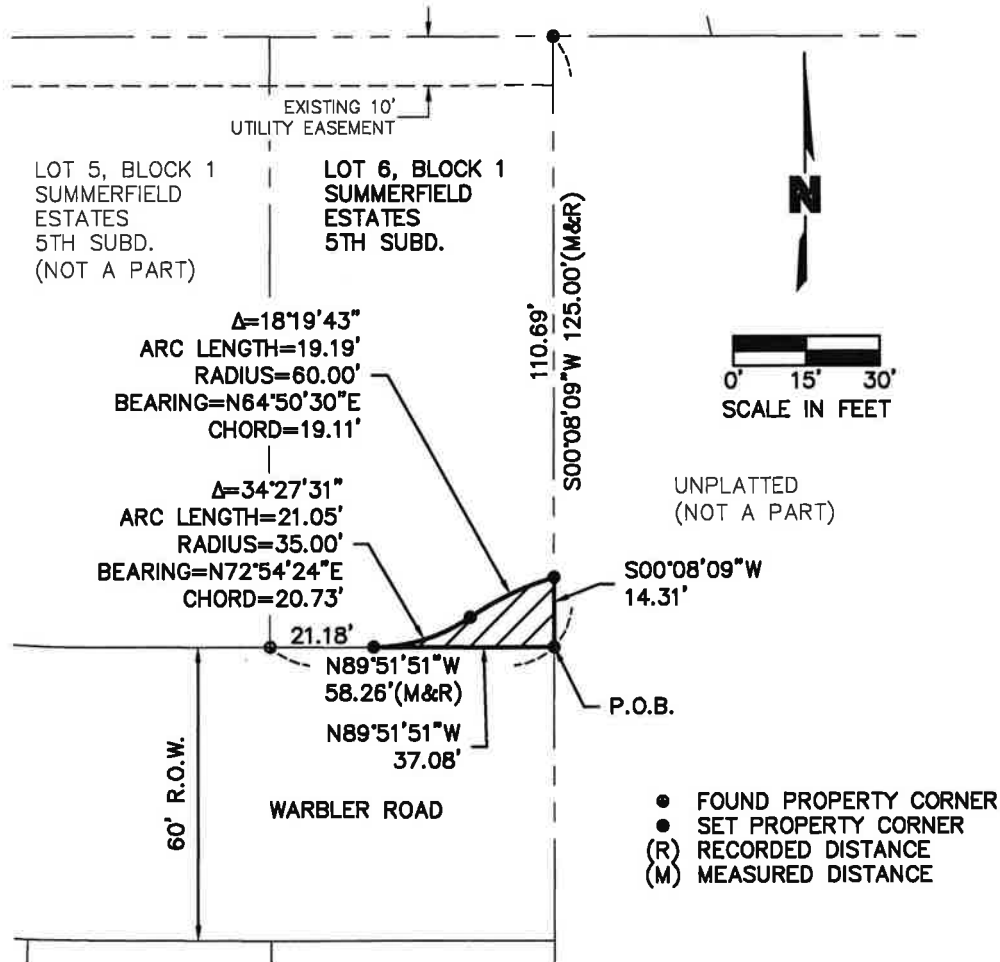
Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



SURVEY RECORD
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
LOT 6, BLOCK 1
SUMMERFIELD ESTATES 5TH SUBDIVISION



LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF LOT 6, BLOCK 1 OF SUMMERFIELD ESTATES 5TH SUBDIVISION, LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER (W1/2, SW1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 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 6, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF WARBLER ROAD AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N89°51'51\"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 37.08 FEET; THENCE DEPARTING SAID NORTH R.O.W. LINE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 34°27'31\", AN ARC LENGTH OF 21.05 FEET, A RADIUS OF 35.00 FEET AND A CHORD BEARING N72°54'24\"E FOR A DISTANCE OF 20.73 TO A POINT OF REVERSE CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 18°19'43\", AN ARC LENGTH OF 19.19 FEET, A RADIUS OF 60.00 FEET AND A CHORD BEARING N64°50'30\"E FOR A DISTANCE OF 19.11 FEET TO A POINT ON THE EAST LINE OF SAID LOT 6; THENCE S00°08'09\"W ALONG SAID EAST LINE A DISTANCE OF 14.31 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 225.44 SQUARE FEET MORE OR LESS.

JAI JASON ANDRIST, NEBRASKA REGISTERED LAND SURVEYOR NO. LS-630

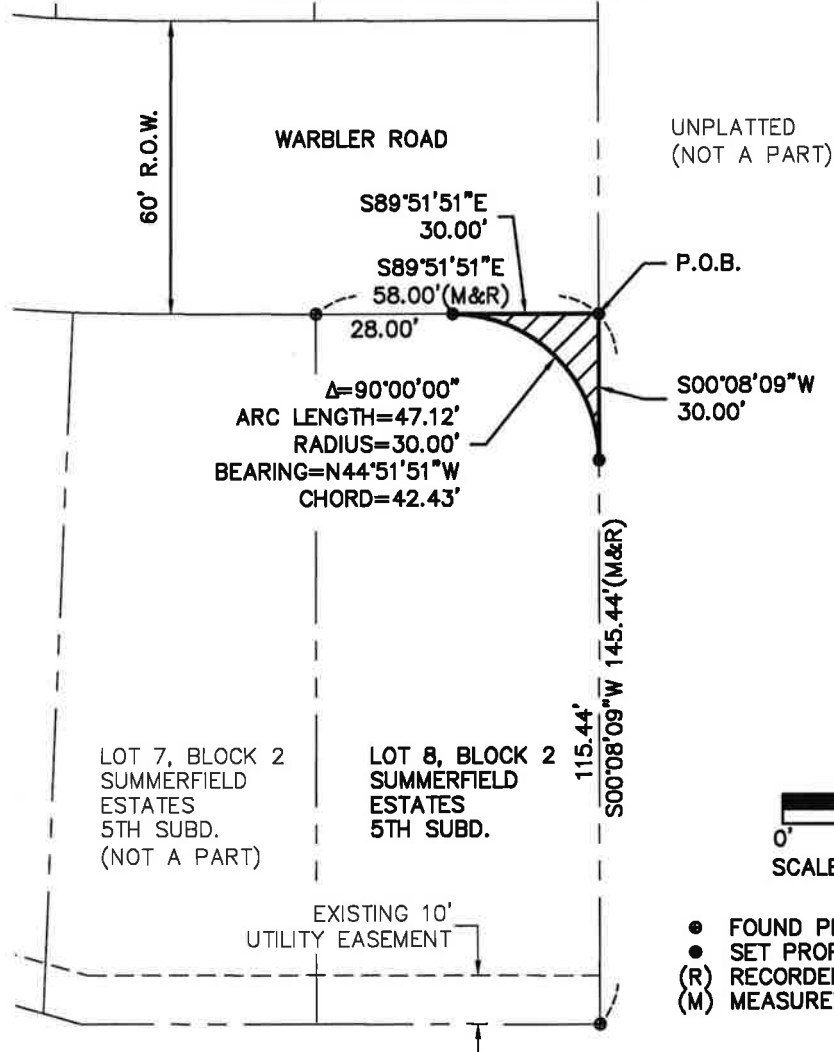
DATE _____

MOLSSON
ASSOCIATES

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

DWC: F:\projects\012-2807\Final_Plot\0122807_5TH ROW.dwg
DATE: May 16, 2013 12:49pm
USER: zloomis
XREFS: 0122807_ROW

SURVEY RECORD
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
LOT 8, BLOCK 2
SUMMERFIELD ESTATES 5TH SUBDIVISION



- FOUND PROPERTY CORNER
- SET PROPERTY CORNER
- (R) RECORDED DISTANCE
- (M) MEASURED DISTANCE

LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF LOT 8, BLOCK 2 OF SUMMERFIELD ESTATES 5TH SUBDIVISION, LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER (W1/2, SW1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

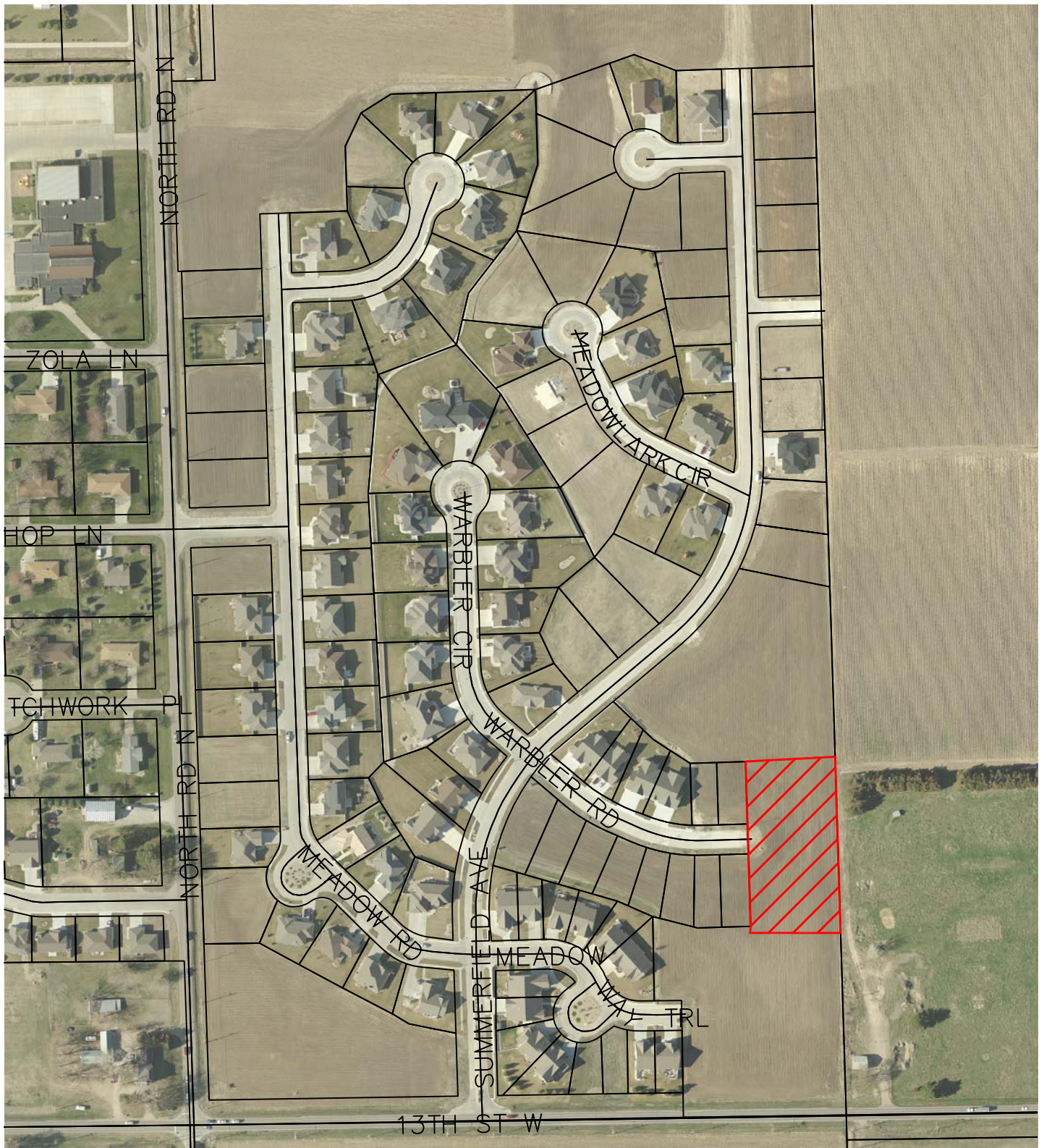
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 8, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S00°08'09"W ALONG THE EAST LINE OF SAID LOT 8 A DISTANCE OF 30.00 FEET; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 90°00'00", AN ARC LENGTH OF 47.12 FEET, A RADIUS OF 30.00 FEET AND A CHORD BEARING N44°51'51"W FOR A DISTANCE OF 42.43 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 8, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF WARBLER ROAD; THENCE S89°51'51"E ALONG SAID SOUTH R.O.W. LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 193.14 SQUARE FEET MORE OR LESS.

JAI JASON ANDRIST, NEBRASKA REGISTERED LAND SURVEYOR NO. LS-630

DATE _____

MOLSSON
ASSOCIATES

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



= EASEMENT DEDICATION AREA

CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT

DATE: 05/21/13

DRAWN BY: TJY

APPVD. BY:

SCALE: NONE

SUMMERFIELD 5TH EDITION

EASEMENT DEDICATION

PLAN





City of Grand Island

Tuesday, May 28, 2013

Council Session

Item G-9

**#2013-156 - Approving Continuation of Street Improvement
District No. 1261; Westgate Road – North Road East to Paved
Section of Westgate Road**

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

Council Agenda Memo

From: Terry Brown P.E., Manager of Engineering Services

Meeting: May 28, 2013

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

Item #'s: G-9

Presenter(s): John Collins P.E., Public Works Director

Background

Street Improvement District No. 1261 was created by the City Council on April 23, 2013. Legal notice of the creation of the District was published in the Grand Island Independent on April 29, 2013. A notification letter of the district creation was also mailed to all affected property owners.

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 signed the district creation petition form.

Discussion

The district completed the 20-day protest period at 5:00 p.m., Monday, May 20, 2013, with no protests being filed against this District.

The construction of this Street Improvement District will be budgeted in the 2013-2014 fiscal year Capital Improvement Projects 400 Fund budget, however, construction costs will be assessed to the properties abutting the improved roadway at the completion of construction expected in the 2013-2014 fiscal year.

A request for an agricultural deferral is also being presented at tonight's meeting relating to Street Improvement District No. 1261.

Alternatives

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

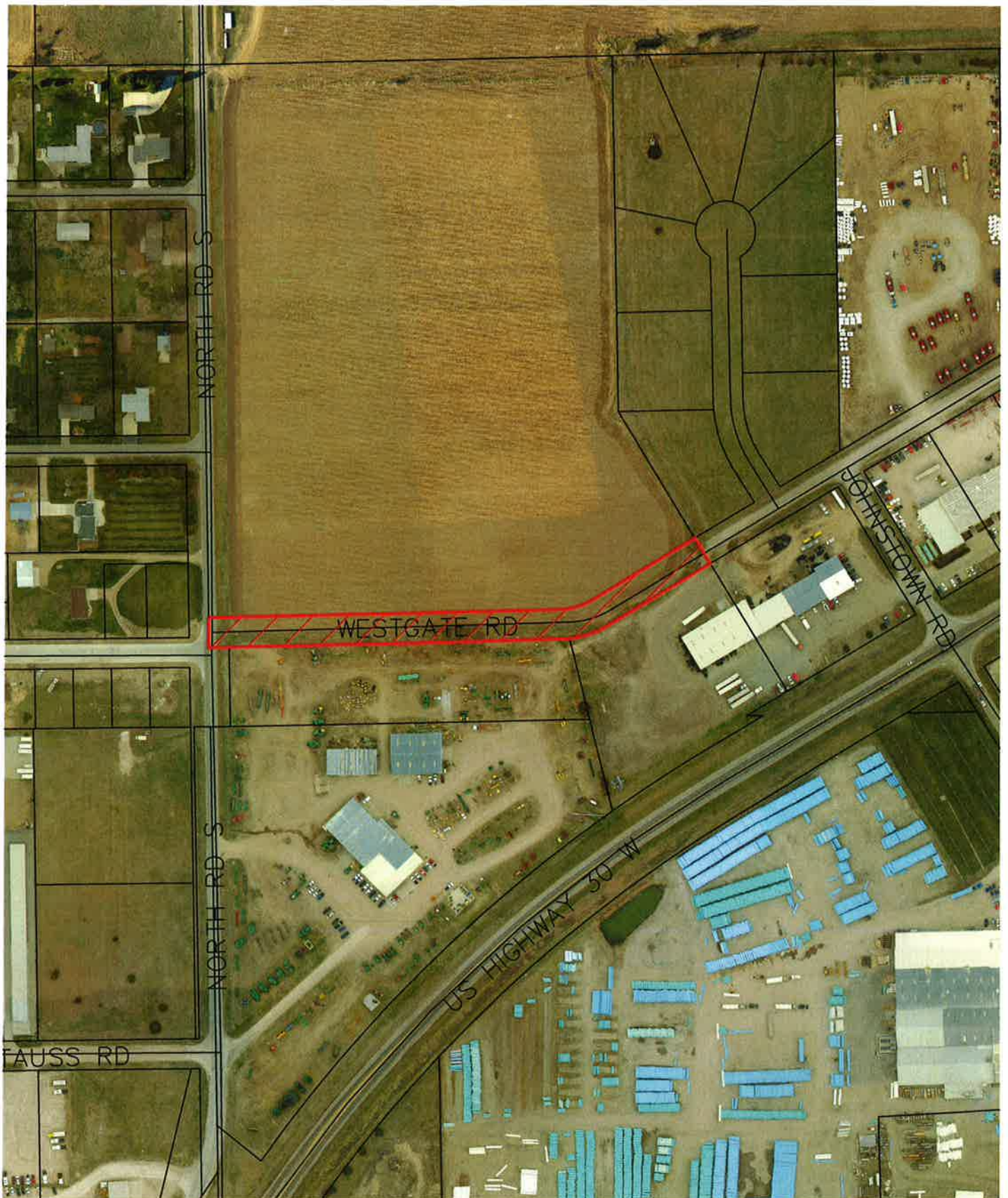
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the continuation of Street Improvement District No. 1261.

Sample Motion

Move to approve the continuation 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



RESOLUTION 2013-156

WHEREAS, Street Improvement District No. 1261, Westgate Road – North Road east to paved section of Westgate Road, was created by Ordinance No.9427 on April 23, 2013; and

WHEREAS, notice of the creation of such street improvement district was published in the Grand Island Independent, in accordance with the provisions of Section 16-667.01, R.R.S. 1943; and

WHEREAS, Section 16-667.01 R.R.S. 1943, provides that if the owners of record title representing more than 50% of the front footage of the property abutting upon the streets, avenues, or alleys, or parts thereof which are within such proposed district shall file with the City Clerk within twenty days from the first publication of said notice written objections to such district, said work shall not be done and the ordinance shall be repealed, and

WHEREAS, the protest period ended on May 20, 2013, with no protests being filed against this District.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that insufficient protests have been filed with the City Clerk against the creation of Street Improvement District No. 1261, therefore such district shall be continued and constructed according to law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 28, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 24, 2013	☐ City Attorney



City of Grand Island

Tuesday, May 28, 2013

Council Session

Item G-10

#2013-157 - Approving Deferral of Assessments for Agricultural Property Located within the Boundaries 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: May 28, 2013

Subject: Approving Deferral of Assessments for Agricultural Property, Located within the Boundaries of Street Improvement District No. 1261; Westgate Road – North Road East to Paved Section of Westgate Road

Item #'s: G-10

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

Background

City Council action is required to approve deferral of special assessments. The City Council created Street Improvement District No. 1261; Westgate Road – North Road east to paved section of Westgate Road, on April 23, 2013. Little B's Corporation is an owner of the agricultural land within the district.

Agriculture deferments are governed by Neb. Rev. Stat. Sec. 19-2429. That statute requires the owner of agricultural land to apply for a deferment with the City Council within ninety days of the creation of the improvement district.

Discussion

Little B's Corporation has requested an agricultural use deferral be granted for assessments from Street Improvement District No. 1261. During the agriculture deferral no principal payments would become due and no interest would accrue on the assessment.

Upon termination of the agricultural deferral status Nebraska Revised Statutes §19-2430 affirms the principal amount of the special assessment shall be amortized over a term of ten (10) years from that date. The first such installment shall become delinquent in fifty (50) days after termination of deferral. Each installment except the first shall draw interest a seven percent (7%) per annum from and after the date of termination of deferral until the same shall become delinquent. Delinquent installments shall draw interest at fourteen percent (14%) per annum.

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 agricultural deferment for Little B's Corporation on Street Improvement District No. 1261; Westgate Road – North Road east to paved section of Westgate Road.

Sample Motion

Move to approve the agricultural deferment.

May 14, 2013

City of Grand Island
Members of the Grand Island City Council
100 East First Street
P.O. Box 1968
Grand Island, NE. 68802



Re: Street Improvement District No. 1261

The Ordinance was passed by the Grand Island City Council on April 23, 2013 creating the above referenced Street Improvement District completing the West end of Westgate Road to North Road. Little B's Corporation is the owner of record of miscellaneous tracts along the North side of and abutting the newly created Improvement District. The land which is owned by Little B's Corp. has been and continues to be used strictly for agricultural production of row crops.

In accordance with Nebraska State Statutes 19-2428 and 19-2429, Little B's Corporation is formally requesting that the Grand Island City Council consider and approve granting an Agricultural Deferral from the assessments for the improvements to be constructed as part of this Street Improvement District No. 1261. In addition, we also ask that the same be granted for any other special assessments which may arise from other Improvement Districts (i.e. water, sewer and drainage) which may be created requisite for completion of said District.

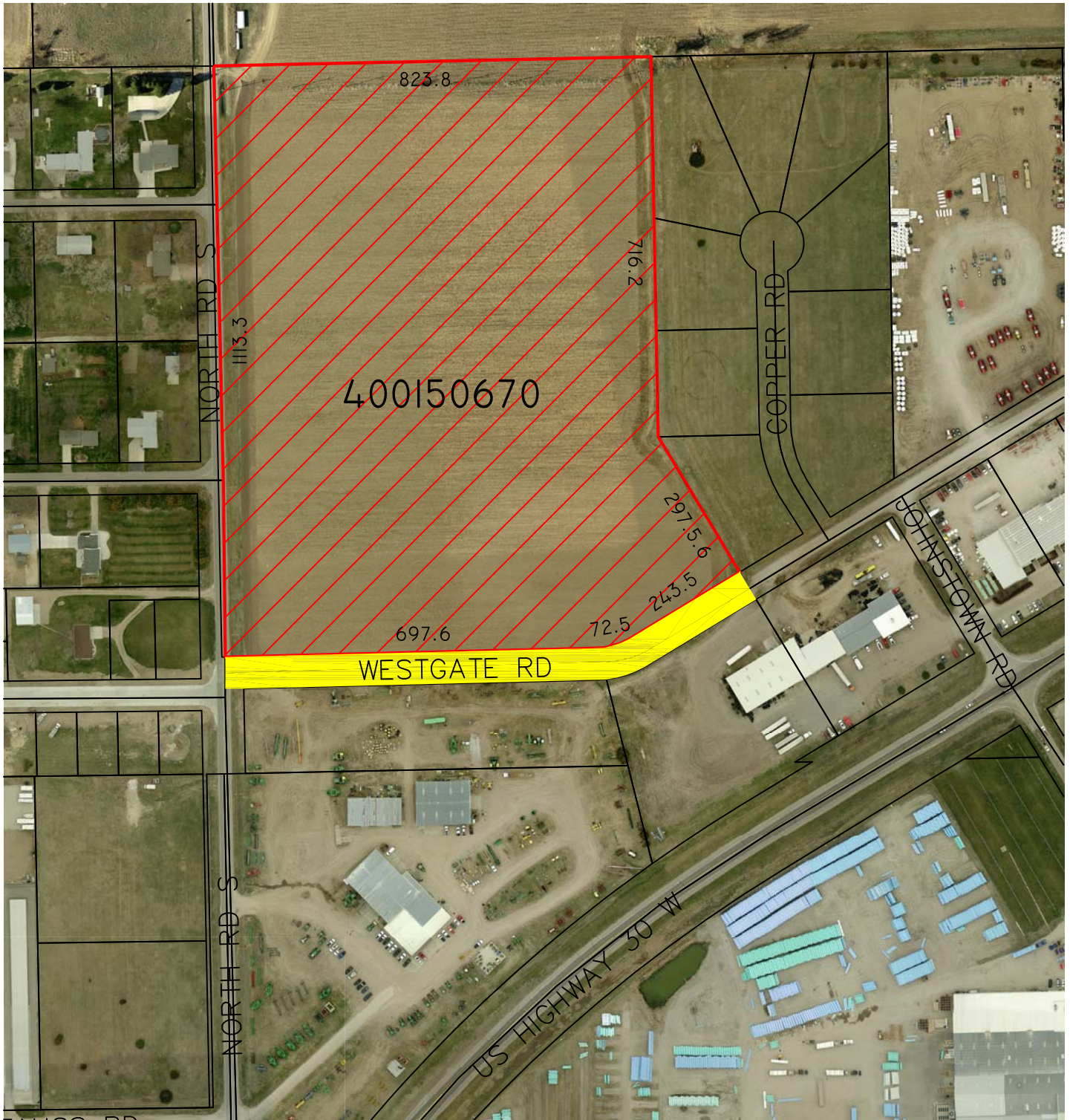
Due to Little B's not knowing the exact time schedule when the activities associated with the District will take place, Little B's Corporation is also notifying the City of Grand Island that the crop inputs have been planted, placed and/or applied. The City of Grand Island shall contact the Little B's representative prior to any personnel (City or independent contractor/s) accessing the property for the purposes of surveying, grading, leveling or any other activities. The purpose of the discussion at that time would be to determine the damages which may be incurred by said activity in the area of the crop as well as determining the value of any necessary temporary construction easements to accommodate the construction of this/these projects.

Respectfully submitted,

Greg Baxter – President
Little B's Corporation

cc: Mitchell Clark
Hall County Register of Deeds
121 S. Pine Street
Grand Island, NE. 68801

cc: pw
Legal

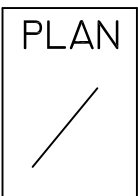


- = PROPOSED PAVING DISTRICT
- = AG DEFERMENT AREA



DATE: 05/16/13
DRAWN BY: TJY
APPVD. BY:
SCALE: NONE

WESTGATE RD POTENTIAL
STREET IMPROVEMENT
AG DEFERMENT AREA



RESOLUTION 2013-157

WHEREAS, on April 23, 2013, by Ordinance No. 9247, the City of Grand Island created Street Improvement District No. 1261; and

WHEREAS, such district included land adjacent to the City, some of which was and continues to be within an agricultural use zone and is used exclusively for agricultural use; and

WHEREAS, such land, owned by Little B's Corporation, continues to be used exclusively for agricultural uses; and

WHEREAS, Little B's Corporation has requested that such deferral from special assessments be continued as long as the property is used exclusively for agricultural purposes as provided by law.

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

1. The special assessments to be levied under Street Improvement District No. 1261 upon the tract of land described as Part of the South Half of the Northwest Quarter (S ½ NW ¼) of Section Twenty Four (24), Township Eleven (11), Range Ten (10) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska, be deferred until terminated in accordance with Neb. Rev. Stat. §19-2430.
2. That during said deferrals, no principal payments shall become due and no interest shall accrue upon the assessment.
3. That the special assessment shall be divisible upon a front foot basis in the event a portion of the land shall no longer be eligible for deferral.
4. That upon termination of deferral, the principal amount of the special assessment shall be amortized over a term of ten (10) years from that date. The first such installment shall become delinquent in fifty (50) days after termination of deferral. Each installment except the first shall draw interest at seven percent (7%) per annum from and after the date of termination of deferral until the same shall become delinquent. Delinquent installments shall draw interest at fourteen percent (14%) per annum.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 28, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 24, 2013	☐ City Attorney



City of Grand Island

Tuesday, May 28, 2013

Council Session

Item H-1

**Consideration of Liquor Manager Designation for Candace Rivera,
2815 West Capital Avenue for Red Lobster Restaurant #0734, 3430
West 13th Street**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: May 28, 2013

Subject: Request from Candace Rivera, 2815 West Capital Avenue for Liquor Manager Designation for Red Lobster Restaurant #0734, 3430 West 13th Street

Item #'s: H-1

Presenter(s): RaNae Edwards, City Clerk

Background

Candace Rivera, 2815 West Capital Avenue has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with Red Lobster Restaurant #0734, 3430 West 13th Street.

This application has been reviewed by the Police Department and City Clerk's Office.

Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all liquor manager designations. All departmental reports have been received. See attached Police Department report.

Alternatives

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

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

During the Police investigation, several issues came forth with regards to the potential character of Candy Rivera (See attached). Also the application filled out by Ms. Rivera did not provide all the information, thereby making this a false application as required by the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01).

Recommendation

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

Sample Motion

Move to **deny** the request from Candace Rivera, 2815 West Capital Avenue for Liquor Manager Designation in conjunction with the Class “I-32486” Liquor License for Red Lobster Restaurant #0734, 3430 West 14th Street.

05/14/13
15:11

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 1

City : Grand Island
Occurred after : **:**:** **/**/****
Occurred before : **:**:** **/**/****
When reported : 10:55:21 05/07/2013
Date disposition declared : 05/07/2013
Incident number : L13050756
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License
Investigation
Incident address : 3430 13th St W
State abbreviation : NE
ZIP Code : 68803
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number : RaNae
Geobase address ID : 4962
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status : NCI Non-criminal Incident
= = = = =

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	717	05/07/13	Rivera, Joseph M Jr	Candace's
Spouse				
NM	33933	05/07/13	Rivera, Candace Marie	Liquor Manager
NM	84240	05/07/13	Red Lobster Restaurant,	Business
Involved				

LAW INCIDENT CIRCUMSTANCES:

Se Circu Circumstance code : Miscellaneous

1 LT21 Restaurant

LAW INCIDENT NARRATIVE:

Candace Rivera is Applying to be the Liquor Manager at Red Lobster.

LAW INCIDENT OFFENSES DETAIL:

Se Offe Offense code : Arson Dama

1 AOFF Alcohol Offense 0.00

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

1 Vitera D 318 Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq Name Date

1 Vitera D 09:57:20 05/14/2013

Grand Island Police Department
Supplemental Report

Date, Time: Tue May 14 09:57:33 CDT 2013
Reporting Officer: Vitera
Unit- CID

Candace "Candy" Rivera is applying to be the liquor manager at Red Lobster. According to the application, Candy is married to Joe Rivera and she has lived in Grand Island since 1991. Joe signed a Spousal Affidavit of Non-Participation.

On the part of the application that asks for convictions, Candy stated that she was convicted of a fight by mutual consent in March of this year. No other convictions were listed.

I ran a warrants and driver's license check on Candy. She doesn't currently have any warrants for her arrest, and her driver's license is valid. I used an online law enforcement-only database to find out more about Candy. Using her name, date of birth and Social Security number, I found an entry for her which indicates a bankruptcy in 2005 and seventeen judgments leveled against her with the latest being in 2012. No further information was given about the judgments.

I also checked Candy through Spillman and NCJIS. She has several entries in Spillman for assaults. According to the information in NCJIS, Candy was convicted of the following crimes: Reckless Driving in '94, Attempt of a Class IIIA or IV Felony in 2001 (original charge was "Fraud to Obtain Assistance"), No Insurance and No Valid Registration in '04, DDS in '04, and Obstructing a Police Officer in '08 (original charge was 3rd Degree Assault on an Officer, CL IIIA Fel).

I looked a little closer at some of the reports in Spillman to get a better understanding of her character. I found a few incidents that speak to that. On 9/1/08, Candy called officers to her house and asked them to remove her husband. They were not able to remove Candy's husband, but they described her as being "intoxicated and uncooperative." On 4/16/12, Candy was arrested for Failing to Appear on a Debtor's Exam. On 11/18/12, Candy was involved in a disturbance at the Conestoga Mall. Her son was

going to fight another boy. A girl who was with the boy that Candy's son was going to fight, told police that Candy was encouraging the boys to fight. This same sixteen year old girl accused Candy of grabbing her by the throat. A security guard was interviewed who said that he didn't see Candy (didn't know her name but described her) grab the girl by the throat, but he saw her punch at the girl. He also said that after he had separated and calmed the boys down, Candy instigated the fight again.

All in all, the Grand Island Police Department recommends that the council not give local approval to Candace Rivera's liquor manager application for Red Lobster because of a false application and potential character issues.

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

Candy's failure to disclose all of her convictions technically makes the application false according to the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01) which states:

"No applicant for a liquor license, or partner, principal, agent or employee of any applicant for a liquor license shall provide false or misleading information to the Nebraska Liquor Control Commission, its executive director, or employees. Any violation of this provision may result in denial of application for a liquor license or, in the event that a license has already been issued, suspension, cancellation or revocation of such license." 011.01 goes on to say:

No licensee or partner, principal, agent or employee of any licensee shall provide false or misleading information to the Nebraska Liquor Control Commission, its executive director or employees. Any violation of this provision may result in suspension, cancellation or revocation of such license. 53-125 states in part that, "No license of any kind shall be issued to a person who is not of good character and reputation in the community in which he or she resides."



City of Grand Island

Tuesday, May 28, 2013

Council Session

Item I-1

#2013-158 - Consideration of Request from Besi and Zeki, LLC dba Napoli's Italian Restaurant, 3421 Conestoga Drive for a Class "I" Liquor License and Liquor Manager Designation for Florim Ramadani, 5011 Starling Drive, Lincoln, NE

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

Staff Contact: RaNae Edwards

RESOLUTION 2013-158

WHEREAS, an application was filed by Besi and Zeki, LLC doing business as Napoli's Italian Restaurant, 3421 Conestoga Drive for a Class "I" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on May 18, 2013; such publication cost being \$16.77; and

WHEREAS, a public hearing was held on May 28, 2013 for the purpose of discussing such liquor license application.

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

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

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

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

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

_____ The City of Grand Island hereby recommends approval of Florim Ramadani, 5011 Starling Drive, Lincoln, NE as liquor manager of such business contingent upon completing a state approved alcohol server/seller program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 28, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 24, 2013	☐ City Attorney



City of Grand Island

Tuesday, May 28, 2013

Council Session

Item I-2

#2013-159 - Consideration of Request from Sunrise Restaurants, LLC dba Denny's, 3333 Ramada Road for an Addition to Class "I-98966" Liquor License

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

Staff Contact: RaNae Edwards

RESOLUTION 2013-159

WHEREAS, an application was filed by Sunrise Restaurant, LLC doing business as Denny's, 3333 Ramada Road for an addition to Class "I-98966" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on May 18, 2013; such publication cost being \$16.77; and

WHEREAS, a public hearing was held on May 28, 2013 for the purpose of discussing such liquor license application.

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

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 28, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 24, 2013	☐ City Attorney



City of Grand Island

Tuesday, May 28, 2013

Council Session

Item I-3

#2013-160 - Consideration of Economic Development Incentive Agreement with CNH America, LLC (Case New Holland)

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, City Administrator

Meeting: May 28, 2013

Subject: Approving Economic Development Incentive Agreement with CNH America, LLC (Case New Holland)

Item #'s: I-3

Presenter(s): Ann Martin, Chair of the Grand Island Area Economic Development Corporation Board of Trustees

Background

At the May 2003 special election, the voters of the City of Grand Island approved LB840 funding to enable the City to extend economic development incentives through the Grand Island Area Economic Development Corporation (GIAEDC). The Economic Development Corporation has received an application from CNH America, LLC (Case New Holland) for additional employees and training. On March 14, 2013, the GIAEDC Board of Trustees approved submission of the attached Economic Development Agreement to the Citizens Review Committee (CRC) for consideration and recommendation. The CRC met on May 21, 2013 and approved the request and agreement for recommendation to the City Council for final action and approval.

Discussion

CNH America, LLC (Case New Holland), a combine and hay tool equipment manufacturer, has submitted the required application (see attached) for an amount of \$500,000.00. Proposed is the creation of 100 new jobs within one year with an average hourly wage of \$16.09. Requested is \$4,500.00 per new employee job creation grant totaling \$450,000.00 and \$500.00 per new employee for job training assistance totaling \$50,000.00. This will assist the \$7.16 million building expansion for a total incentive request of \$500,000.00.

CNH America, LLC currently has over 1,060 employees. Due to significant sales of machinery, manufacturing volumes at the plant continue to increase. As a result of this increase, there will be a 30,000 sq. ft. addition to the south side of the existing rack building. The project will cost \$7.16 million and will include the purchase of a burn box and the addition of a vestibule to the main building. The plant has its plans finalized and

the hiring of the 100 employees will commence immediately. The entire project will be completed in 1 year.

Alternatives

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

1. Move to approve the Economic Development Agreement with CNH America, LLC.
2. Do not approve the Economic Development Agreement with CNH America, LLC.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council consider the resolution authorizing the City to enter into the Economic Development Agreement with CNH America, LLC.

Sample Motion

Move to approve the resolution authorizing the City to enter into the Economic Development Agreement with CNH America, LLC.

PROJECT APPLICATION FOR ECONOMIC DEVELOPMENT PROGRAMS

1. Applicant Business Name Case New Holland (CNH America, LLC)
- Address 3445 W. Stolley Park Road, Grand Island, NE 68803
- Telephone (308) 384-1010
- Email Address william.baasch@cnh.com
- Business Contact Person Bill Baasch, General Manager
- Telephone (308) 384-1010
2. Business Organization: ☒ Corporation ☐ Partnership
☐ Proprietor ☐ Other
3. Business Type: ☐ Startup ☒ Existing
☐ Business Buyout ☐ Spec Building
☐ Other
4. Project Location: ☒ Within the city limits of Grand Island, Nebraska
☐ Outside the city limits, but within the 2 mile zoning jurisdiction
☐ Outside the zoning jurisdiction of Grand Island in (county) _____

5. Product or Services Provided: The Case IH plant manufacturer's combines and
hay tool equipment for Case IH and New Holland brands.

6. Project Description: Due to significant sales of machinery, manufacturing volumes at
the plant continue to increase. As a result of this increase, there will be a 30,000 sq. ft.
addition to the south side of the existing rack building. The project is a \$7.16 million in
which a burn box will be purchased, and a vestibule will be added to the main building.

7. Project Timetable: The plant has its plans finalized. The hiring of the 100 employees
will commence immediately. The entire project will be completed in 1 year.

8. Employment Information:

Current number of employees (full-time equivalent) 1060 (full-time equivalent)

Proposed number of employees 1160 (full-time equivalent)

What is the average hourly wage for all employees? \$20.11

Number of new jobs to be created 100 (full-time equivalent)

What would be the average hourly wage for new jobs? \$16.09

Number of jobs to be retained, if any _____ (full-time equivalent)

Please describe all benefits which the business provides to employees:

14 Paid Holidays, Accrued Vacation, medical, dental, vision, short term disability, long
term disability, 401-k, retirement savings account.

9. Financing/Incentives Requested: We are requesting a job creation grant of \$4,500/job
for the 100 new positions being created by this expansion or \$450,000. We are also
requestion a \$500/job for training assistance on the new positions. A total incentive package
being requested is \$500,000.00
Case IH is also requesting that the job training dollars be paid all upfront. We further are
requesting that 1/2 of the job creation grant be paid upon approval by City Council and the
final half be paid on or before December 31, 2013.

NOTE: Additional Information may be required and made part of this application by attachment.

To the best of my knowledge, this application and supporting information is accurate, and may be relied upon by representatives of the Grand Island Area Economic Development Corporation (GIAEDC).

By: William J Baasch
William Baasch

Grand Island Plant Manager
Title

Date: 4/15/13

Grand Island Area Economic Development LB-840 Project Application

Project Name: Case IH (CNH America LLC)

Date Referred to Grand Island Area Economic Development Board: 3/5/2013

Approved: x Disapproved: _____ Date: 3/14/2013

Comments: It is again wonderful for the community of Grand Island to see CASE IH expand and create
jobs. This expansion is a credit to the work ethic and the commitment of the community.
It also indicates that CASE IH is confident in the community to provide an educated and
trained workforce.

Signature of President: Marlan Ferguson
Marlan Ferguson

Date Referred to Citizen's Review Committee: May 21, 2013

Approved: X Disapproved: _____ Date: 5/21/2013

Comments: _____

Signature of Chairman: Lisa Willman
Lisa Willman

Date Referred to City Council: _____

Approved: _____ Disapproved: _____ Date: _____

Comments: _____

Signature of Mayor: _____
Jay Vavricek

In early 2000, the corporate executives for one of Grand Island's major employers, Case IH (formerly New Holland (CNH)), undertook an evaluation, targeting 20% of the company's plants worldwide for sale, consolidation and closure. At that time there was much discussion and concern that the Grand Island plant would be closed and operations moved.

July 8, 2000 was a red-letter day for the employees of Case IH, and City and community leaders as Case IH announced that the company planned to consolidate production of combines at the Grand Island plant, resulting in the retention of over 600 jobs. Case IH is an excellent corporate citizen. We are pleased that Case IH chose to invest in our community and are ecstatic that they currently have 844 well-paying jobs.

Our participation in the financial incentive package, while just a small component, demonstrates our support and commitment to Case IH, but, more importantly, to the employees, supporting companies/vendors, and the community at large. We believe the growth of Case IH will continue to stimulate economic development, increase the local tax base and promote the creation of well paying jobs.

ECONOMIC DEVELOPMENT AGREEMENT

This Agreement made by the City of Grand Island, Nebraska (City), and the Grand Island Area Economic Development Corporation (EDC) with CNH America, LLC (CNH) does hereby set forth the terms and conditions of a forgivable economic development loan requested by CNH and granted by the City and the EDC as follows:

I. INTRODUCTION

1. CNH has filed with the City and EDC a Project Application for Economic Development Programs (Application). In the Application, CNH stated it planned to construct a thirty thousand (30,000) square foot addition to the South side of its existing rack building located in Grand Island. CNH also stated in its Application it planned to hire an additional one hundred (100) employees as part of its planned expansion to its operations in Grand Island. CNH also stated in its Application it planned to complete its expansion project and hire its additional employees within one (1) year of the parties' execution of this Agreement.

2. The City and the EDC find CNH is a qualifying business under the City's Economic Development Program, the CNH project qualifies for economic incentives under the Program, the project will be of substantial economic benefit to the people of Grand Island and its surrounding area, and the forgivable economic development loan set forth below constitute a fulfillment of the major objective of the City's Economic Development Plan.

II. DEFINITIONS

As used in this Agreement the following words and phrases shall be defined as follows:

1. Full Time Equivalents (FTEs) - Shall be persons employed by CNH and working at its facilities located in Grand Island on the date of the Measuring Benchmark. The total number of FTEs shall be determined by dividing the total number of hours CNH employees worked at its facilities located in Grand Island by two thousand and eighty (2,080).

2. Additional Full Time Equivalents (AFTEs) - Shall be persons hired by CNH as part of its expansion of operations in Grand Island as detailed in paragraph I 1 of this Agreement.

The total number of AFTEs shall be determined by dividing the total number of hours the AFTEs worked at CNH's facilities in Grand Island by two thousand and eighty (2,080).

3. Average Hourly Rate - Shall be at least Sixteen Dollars and Nine Cents (\$16.09) per hour for each AFTE hired as part of CNH's expansion of its operations in Grand Island. The average hourly rate shall be determined by dividing the total wages and salaries paid to all AFTEs by two thousand and eighty (2,080).

4. Employment Certificate - A document for a defined period containing the sworn statement of a duly authorized representative of CNH specifically setting forth what terms of this Agreement CNH is and is not in compliance. The Employment Certificate shall contain the following information and adhere to the following terms:

A. The total number of hours which AFTEs worked and received compensation at CNH's facilities in Grand Island;

B. The average hourly rate for all AFTEs calculated using the formula set forth in paragraph II 3 of this Agreement.

C. CNH agrees upon written notice pursuant to paragraph VII of this Agreement to allow the City Administrator or his or her designee to personally inspect CNH's employment records as confirmation of the statements contained in the Employment Certificate.

5. Measuring Benchmark - The measuring benchmark shall be the first day of the month following the one (1) year anniversary of this Agreement being approved by the Grand Island City Council (Council).

III. EMPLOYMENT REQUIREMENTS

CNH shall meet each of the following employment requirements:

1. CNH shall have a minimum of one thousand, one hundred and sixty (1,160) FTEs at its facilities in Grand Island on the date of the Measuring Benchmark as defined in paragraph II 5 of this Agreement.

2. CNH shall have a minimum of one hundred (100) AFTEs being compensated at a minimum of the average hourly rate as defined in paragraph II 3 of this Agreement working at its

facilities in Grand Island on the date of the Measuring Benchmark as defined in paragraph II 5 of this Agreement.

IV. FORGIVABLE ECONOMIC LOAN DISBURSEMENTS

Disbursements of the Forgivable Economic Development Loan shall be paid to CNH by the City according to the following schedule:

1. TRAINING - Disbursements related to training shall be paid to CNH by the City as follows:

A. A disbursement for training AFTEs in the total amount of Fifty Thousand Dollars (\$50,000.00), representing Five Hundred Dollars (\$500.00) for each AFTE, shall be paid to CNH by the City upon approval of this Agreement by the Council.

B. The maximum amount the City shall disburse to CNH for training shall be Fifty Thousand Dollars (\$50,000.00).

2. JOB CREATION - Disbursements related to job creation in the amount of Four Thousand, Five Hundred Dollars (\$4,500.00) for each AFTE shall be paid to CNH by the City as follows:

A. A disbursement of Two Hundred and Twenty-Five Thousand Dollars (\$225,000.00) shall be paid to CNH by the City upon approval of this Agreement by the Council.

B. A disbursement of Two Hundred and Twenty-Five Thousand Dollars (\$225,000.00) shall be paid to CNH by the City on or before December 31, 2013.

C. The maximum amount the City shall disburse to CNH for job creation shall be Four Hundred and Fifty Thousand Dollars (\$450,000.00).

3. TOTAL DISBURSEMENTS - The maximum amount the City shall disburse to CNH pursuant to this Agreement shall be Five Hundred Thousand Dollars (\$500,000.00).

V. ECONOMIC DEVELOPMENT LOAN FORGIVENESS

The City shall forgive the entire amount of the economic development loan disbursed to CNH, representing Five Hundred Thousand Dollars (\$500,000.00), on the date of the Measuring Benchmark as defined in paragraph II 5 of this Agreement or

sooner once and if CNH meets all the terms set forth in paragraph III of this Agreement.

VI. BREACH OF AGREEMENT

1. In the event CNH fails to comply with any of the terms as set forth in this Agreement the City and/or the EDC may declare it to be in breach. Any such declaration shall be in writing, signed by a person authorized to make such a declaration, and delivered by Certified U.S. Mail, Return Receipt Requested to CNH at its last known address.

2. In the event the City and/or the EDC declares CNH to be in breach, any monies disbursed by the City and not forgiven pursuant to the terms of paragraph V of this Agreement shall become immediately due and owing by CNH to the City.

3. In the event the City and/or the EDC declares CNH to be in breach, any monies disbursed by the City, not forgiven pursuant to the terms of paragraph V of this Agreement, and unpaid shall accrue interest at the rate of eight percent (8%) per annum.

VII. COMMUNICATION

1. CNH agrees to fully respond within fifteen (15) calendar days to any request for information from the City and/or the EDC related to CNH's compliance with the terms of this Agreement. All responses to such inquiries shall be in writing and provided to the City and the EDC at the following addresses:

A. Grand Island City Administrator
100 East First St.
P.O. Box 1968
Grand Island, NE 68802-1968

B. Grand Island Area Economic Development Corp.
308 North Locust St., Suite 400
P.O. Box 1151
Grand Island, NE 68802-1151

2. CNH agrees to inform the City and the EDC of any changes in its address, telephone number, or email address within three (3) business days of such changes.

VIII. LEGAL EFFECT

Notwithstanding the other provisions of this Agreement, CNH specifically agrees to the following:

1. If CNH is purchased, absorbed, or merged with any other person or entity the terms of this Agreement shall continue to be in force on any such purchaser or successor entity.

2. If CNH ceases operations in Grand Island at any time while this Agreement is in force, any monies disbursed by the City and not forgiven pursuant to the terms of paragraph V of this Agreement shall become immediately due and owing to the City, and any monies owed shall accrue interest at the rate of eight percent (8%) per annum until paid in full.

3. If any provision of this Agreement is declared void or illegal by a Court of law, all other unaffected provisions shall remain in full force and effect.

4. This document constitutes the entirety of the terms and conditions of this Agreement. This Agreement shall not be altered or modified in any way unless agreed to by all parties thereto, memorialized in writing, and executed by the parties.

Dated this _____ day of _____, 2013.

GRAND ISLAND AREA ECONOMIC
DEVELOPMENT CORPORATION

CNH AMERICA, LLC

By Marlan Ferguson
Marlan Ferguson, President

By Richard P. Konrath
GENERAL COUNSEL

THE CITY OF GRAND ISLAND

By _____
Jay Vavricek, Mayor

RESOLUTION 2013-160

WHEREAS, on July 22, 2003, the City of Grand Island adopted an Economic Development Program and a Citizens Advisory Review Committee to oversee the process of approving applications for economic development incentives; and

WHEREAS, CNH America, LLC (Case New Holland), has applied for a forgivable loan for job incentive and training in the amount of \$500,000.00 from the Grand Island Area Economic Development Corporation (GIAEDC) in accordance with the Economic Development Program; and

WHEREAS, such application has been approved by the GIAEDC Board of Trustees and was approved on May 21, 2013 by the Citizens Advisory Review Committee; and

WHEREAS, CNH America, LLC (Case New Holland) will be required to meet or exceed employment numbers and employee salary levels as outlined in the Economic Development Agreement to retain all of the economic incentives granted under the agreement; and

WHEREAS, it is in the best interests of the City to provide economic development funding to CNH America, LLC (Case New Holland) as provided by the Grand Island Economic Development Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Economic Development Agreement by and between the City, the Grand Island Area Economic Development Corporation and CNH America, LLC (Case New Holland), to provide \$500,000.00 in economic assistance to CNH America, LLC (Case New Holland), to be used for expanding its business in Grand Island is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 28, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 24, 2013	☐ City Attorney



City of Grand Island

Tuesday, May 28, 2013

Council Session

Item I-4

#2013-161 - Consideration of Economic Development Incentive Agreement with Chief Industries, Inc.

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, City Administrator

Meeting: May 28, 2013

Subject: Approving Economic Development Incentive Agreement with Chief Industries, Inc. – Chief Fabrication Division

Item #'s: I-4

Presenter(s): Ann Martin, Chair of the Grand Island Area Economic Development Corporation Board of Trustees

Background

At the May 2003 special election, the voters of the City of Grand Island approved LB840 funding to enable the City to extend economic development incentives through the Grand Island Area Economic Development Corporation (GIAEDC). The Economic Development Corporation has received an application from Chief Industries, Inc. – Chief Fabrication Division for expansion of their current building, additional employees, and job training. On February 14, 2013, the GIAEDC Board of Trustees approved submission of the attached Economic Development Agreement to the Citizens Review Committee (CRC) for consideration and recommendation. The CRC met on May 21, 2013 and approved the request and agreement for recommendation to the City Council for final action and approval.

Discussion

Chief Industries, Inc. – Chief Fabrication Division, has submitted the required application (see attached) for an amount of \$305,800.00. Proposed is the creation of 41 new jobs over the next three years with an average hourly wage of \$14.44. Requested is \$88,100 for infrastructure, \$45,000 earmarked for job training, and \$4,200.00 per new employee job creation or \$172,200.00 for a total LB840 request of \$305,800.00.

Chief Fabrication plans to expand its production capabilities at its facility located at 1119 South Adams Street and expects to begin construction of the addition and procurement of equipment in spring of 2013 with completion in approximately 270 days. They currently have 208 employees.

Established in 1954 and located in Grand Island, Chief Fabrication is one of the most diverse metal fabricators in the Midwest and services 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 elements, to complete contract manufactured products ready to be marketed.

Alternatives

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

1. Move to approve the Economic Development Agreement with Chief Industries, Inc.
2. Do not approve the Economic Development Agreement with Chief Industries, Inc.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council consider the resolution authorizing the City to enter into the Economic Development Agreement with Chief Industries, Inc.

Sample Motion

Move to approve the resolution authorizing the City to enter into the Economic Development Agreement with Chief Industries, Inc.



PROJECT APPLICATION FOR ECONOMIC DEVELOPMENT PROGRAMS

1. Applicant Business Name Chief Industries, Inc. - Chief Fabrication Division
- Address 3942 West Old Highway 30
- Telephone (308) 389-7200
- Business Contact Person David Ostdiek
- E-Mail Address David.Ostdiek@Chiefind.com
- Telephone (308) 389-7246
2. Business Organization: ☒ Corporation ☐ Partnership
☐ Proprietor ☐ Other
3. Business Type: ☐ Startup ☒ Existing
☐ Business Buyout ☐ Spec Building
☐ Other _____
4. Project Location: ☒ Within the city limits of Grand Island, Nebraska
☐ Outside the city limits, but within the 2 mile zoning jurisdiction
☐ Outside the zoning jurisdiction of Grand Island in (county) _____

5. Product or Services Provided: 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 services an ever-widening range of manufacturer of agricultural, recreational, and construction equipment, and a variety of industrial accounts from coast to coast. The type of work offered ranged from simple, single level components and complicated elements, to complete, contract manufactured products, ready to be marketed.
6. Project Description: Chief Fabrication plans to expand its production capabilities at its facility located at 1119 South Adams Street, Grand Island, Nebraska
7. Project Timetable: Chief expects to begin construction of the addition and procurement of equipment in spring of 2013 and completion will be in approx 270 days.
8. Employment Information:
- | | | |
|---|----------------|------------------------|
| Current number of employees | <u>208</u> | (full-time equivalent) |
| Proposed number of employees | <u>249</u> | (full-time equivalent) |
| What is the average hourly wage for all employees? | <u>\$15.26</u> | |
| Number of new jobs to be created | <u>41</u> | (full-time equivalent) |
| What would be the average hourly wage for new jobs? | <u>\$14.44</u> | |
| Number of jobs to be retained, if any | <u></u> | (full-time equivalent) |
- Please describe all benefits which the business provides to employees:
Accidental Death and Dismemberment Insurance, Business Travel Accident Coverage,
Dependent Life Insurance, Educational Assistance, Employee Assistance Program,
Funeral Leave, Group Life Insurance, Holidays - 8 paid days annually, Jury Duty Pay,
Military Leave Pay, Personal Time Off, Premium Pay for Shift Work, Short Term & Long Term
Disability, Vacation, 401K Retirement Thrift Plan, Health & Dental Insurance.

9. Financing/Incentives Requested: It is Chief Fabrication's intention to commence hiring
right-a-way. The plan is to hire 6 (FTE's) employees during the construction/planning state
in 2013. We will hire 15 additional FTE's in 2014, and an additional 20 FTE's in 2015.
In order for this project to move forward, Chief Industries is asking for \$88,100 for
infrastructure, \$45,500 earmarked for job training of the employees, and \$4,200 per FTE or
\$172,200 for job creation, for a total LB-840 request of \$305,800.00.

NOTE: Additional Information may be required and made part of this application by attachment.

To the best of my knowledge, this application and supporting information is accurate, and may be relied upon by representatives of the Grand Island Area Economic Development Corporation (GIAEDC).

By:

David G. Adick

Name

Vice President / CFO

Title

Date: 1/28/2013

Grand Island Area Economic Development LB-840 Project Application

Project Name: Chief Industries/Chief Fabrication

Date Referred to Grand Island Area Economic Development Board: 28-Jan-13

Approved: X Disapproved: _____ Date: 14-Feb-13

Comments: Chief Industries is one of Grand Island's premier business started from the vision of
one man. Chief Fabrication is one division that continues to expand and create jobs
for this community. The new jobs and the building expansion will have a significant impact
for years to come.

Signature of President: Marlan Ferguson
Marlan Ferguson

Date Referred to Citizen's Review Committee: May 21, 2013

Approved: X Disapproved: _____ Date: 5/21/2013

Comments: _____

Signature of Chairman: Lisa Willman
Lisa Willman

Date Referred to City Council: _____

Approved: _____ Disapproved: _____ Date: _____

Comments: _____

Signature of Mayor: _____
Jay Vavricek

ECONOMIC DEVELOPMENT AGREEMENT

This Agreement made by the City of Grand Island, Nebraska (the City), and the Grand Island Area Economic Development Corporation (the Development Corporation) with Chief Fabrication, a division of Chief Industries, Inc. (Chief) does hereby set forth the terms and conditions of a forgivable economic development loan requested by Chief and granted by the City and the Development Corporation as follows:

I. INTRODUCTION

1. Chief has filed with the Development Corporation a Project Application for Economic Development Programs. In the Application, Chief states it intends to expand its manufacturing plant located at 1119 South Adams Street in Grand Island. About thirty-three thousand (33,000) square feet of space will be added to the plant and its employment is anticipated to increase by forty-one (41) full time equivalent employees (FTEs) to two hundred and forty-nine (249) FTEs. Chief intends that the addition to its plant will be completed by July 1, 2014 and that production will begin soon after that date.

2. The City and the Development Corporation find Chief is a qualifying business under the City's Economic Development Program, the Chief project qualifies under the Program, the Project will be of substantial economic benefit to the people of the surrounding area as well as the people of Grand Island, and the economic incentive grants set forth below constitute a fulfillment of the major objective of the City's Economic Development Plan to create new jobs.

II. DEFINITIONS

As used in this Economic Development Agreement the following words and phrases shall mean as follows:

1. Full time Equivalents (FTEs) - Shall be persons employed by Chief and working at the Chief Fabrication Division facility located in Grand Island at the occurrence of each measuring benchmark. The total number of FTEs shall be determined by dividing the total number of hours that Chief employees worked at the Chief Fabrication Division facility in Grand Island by two thousand and eighty (2,080).

2. Average Hourly Rate - Shall be at least Fourteen Dollars and Forty-Four Cents (\$14.44) per hour for each FTE. The average hourly rate shall be determined by the total wages and salaries paid to all employees working at the Chief Fabrication Division facility in Grand Island and dividing said number by the total number of annual hours worked by those employees. The average hourly rate shall be calculated on the date each measuring benchmark occurs.

3. Employment Certificate - A document for a defined period containing the sworn statement of a duly authorized representative of Chief specifically setting forth what terms of this Agreement Chief is and is not in compliance. The Employment Certificate shall contain the following information:

A. The total number of hours which hourly employees working at the Chief Fabrication Division facility in Grand Island received compensation;

B. The total number of salaried employees and the total number of weeks each was employed at the Chief Fabrication Division facility in Grand Island; and

C. The average hourly rate for all hourly and salaried employees for compensation received for working at the Chief Fabrication Division facility in Grand Island. This average hourly rate is to be calculated using the formula set forth in paragraph II 2 of this Agreement.

Chief agrees upon written notice pursuant to paragraph VII of this Agreement to allow the City Administrator or his or her designee to personally inspect Chief's employment records as confirmation of the allegations contained in the Employment Certificate.

4. Measuring Benchmark - The first measuring benchmark shall occur on May 1, 2013. The second measuring benchmark shall occur on May 1, 2014. The third measuring benchmark shall occur on May 1, 2015. The fourth measuring benchmark shall occur on May 1, 2016.

III. EMPLOYMENT REQUIREMENTS

Chief shall meet each of the following employment requirements:

1. Chief shall have a minimum of two hundred and eight (208) FTEs being compensated at a minimum of the average hourly rate working at its Fabrication Division facility in Grand Island on May 1, 2013.

2. Chief shall have a minimum of two hundred and fourteen (214) FTEs being compensated at a minimum of the average hourly rate working at its Fabrication Division facility in Grand Island from May 1, 2014 through May 1, 2015.

3. Chief shall have a minimum of two hundred and twenty-nine (229) FTEs being compensated at a minimum of the average hourly rate working at its Fabrication Division facility in Grand Island from May 1, 2015 through May 1, 2016.

4. Chief shall have a minimum of two hundred and forty-nine (249) FTEs being compensated at a minimum of the average hourly rate working at its Fabrication Division facility in Grand Island from May 1, 2016 through May 1, 2017.

IV. LOAN DISBURSEMENTS

1. If Chief is in compliance with the employment requirements as stated in paragraph III of this Agreement, disbursements related to employment shall be made by the City as follows:

A. For each FTE above two hundred and eight (208) the City shall make a onetime disbursement of Four Thousand and Two Hundred Dollars (\$4,200.00).

B. Disbursements related to employment shall be made within thirty (30) days of the City receiving an Employment Certificate containing the information as listed in paragraph II 3 of this Agreement.

C. The maximum amount the City shall disburse related to increases in employment shall be One Hundred, Seventy-Two Thousand and Two Hundred Dollars (\$172,200.00).

2. If Chief is in compliance with the employment requirements as stated in paragraph III of this Agreement, disbursements related to construction shall be made by the City as follows:

A. Within thirty (30) days of Chief executing a construction contract for the South Adams Street facility in

Grand Island and providing proof of such to the City and the Development Corporation, the City shall disburse Forty-Four Thousand and Fifty Dollars (\$44,050.00) to Chief.

B. Within thirty (30) days of the completion of construction of the South Adams Street facility and Chief providing documentation of such acceptable to the City and the Development Corporation, the City shall disburse Forty-Four Thousand and Fifty Dollars (\$44,050.00) to Chief.

3. If Chief is in compliance with the employment requirements as stated in paragraph III of this Agreement, disbursements related to training shall be made by the City as follows:

A. Within thirty (30) days of the City's approval of this agreement, the City shall disburse Twenty-Two Thousand, Seven Hundred and Fifty Dollars (\$22,750.00) to Chief.

B. Within thirty (30) days of May 1, 2014, the City shall disburse Twenty-Two Thousand, Seven Hundred and Fifty Dollars (\$22,750.00) to Chief.

V. LOAN FORGIVENESS

The City shall forgive Three Hundred, Five Thousand and Eight Hundred Dollars (\$305,800.00), representing the entire amount disbursed pursuant to the terms of the forgivable economic development loan, upon the earlier occurrence of Chief fully meeting either of the following conditions:

1. If Chief is in compliance with the employment requirements as stated in paragraph III of this Agreement and on May 1, 2016 has a minimum of two hundred and forty-nine (249) FTEs being compensated at the average hourly rate working continuously at its Fabrication Division facility in Grand Island for a minimum of one (1) year prior to May 1, 2016 and Chief is in compliance with construction requirements as stated in paragraph IV 2 of this Agreement; or

2. On any date prior to May 1, 2017 if Chief is in compliance with the employment requirements as stated in paragraph III of this Agreement and has a minimum of two hundred and forty-nine (249) FTEs being compensated at the average hourly rate continuously working at its Fabrication Division facility in Grand Island for a minimum of one (1) year and if

Chief is in compliance with construction requirements as stated in paragraph IV 2 of this Agreement.

VI. BREACH OF AGREEMENT

1. In the event Chief fails to comply with any of the terms as set forth in this Agreement the City and/or the Development Corporation may declare it to be in breach. Any such declaration shall be in writing, signed by a person authorized to make such a declaration, and delivered by Certified U.S. Mail, Return Receipt Requested to Chief at its last known address.

2. In the event the City and/or the Development Corporation declares Chief to be in breach, any monies disbursed by the City and not forgiven pursuant to the terms of paragraph V of this Agreement shall become immediately due and owing to the City.

3. In the event the City and/or the Development Corporation declares Chief to be in breach, any monies disbursed by the City, not forgiven pursuant to the terms of paragraph V of this Agreement, and unpaid shall accrue interest at the rate of eight percent (8%) per annum.

VII. COMMUNICATION

1. Chief agrees to fully respond within fifteen (15) calendar days to any request for information from the City and/or the Development Corporation related to Chief's compliance with the terms of this Agreement. All responses to such inquiries shall be in writing and provided to the City and the Development Corporation at the following addresses:

A. Grand Island City Administrator
100 East First St.
P.O. Box 1968
Grand Island, NE 68802-1968

B. Grand Island Area Economic Development Corp.
308 North Locust St., Suite 400
P.O. Box 1151
Grand Island, NE 68802-1151

2. Chief agrees to inform the City and the Development Corporation of any changes in its address, telephone

number, or email address within three (3) business days of such changes.

VIII. LEGAL EFFECT

Notwithstanding the other provisions of this Agreement, Chief specifically agrees to the following:

1. If Chief is purchased, absorbed, or merged with any other person or entity the terms of this Agreement shall continue to be in force on any such purchaser or successor entity.

2. If the Chief Fabrication Division ceases operations in Grand Island at any time while this Agreement is in force, any monies disbursed by the City and not forgiven pursuant to the terms of paragraph V of this Agreement shall become immediately due and owing to the City, and accrue interest at the rate of eight percent (8%) per annum until paid in full.

3. If any provision of this Agreement is declared, void or illegal by a Court of law, all other unaffected provisions shall remain in full force and effect.

4. This document constitutes the entirety of the terms and conditions of this Agreement. This Agreement shall not be altered or modified in any way unless agreed to by all parties thereto and memorialized in writing.

Dated this 16th day of April, 2013.

GRAND ISLAND AREA ECONOMIC
DEVELOPMENT CORPORATION

By Marlan Ferguson
Marlan Ferguson, President

CHIEF INDUSTRIES, INC.

By David Ostdiek
David Ostdiek
Vice President/CFO

THE CITY OF GRAND ISLAND

By _____
Jay Vavricek, Mayor

RESOLUTION 2013-161

WHEREAS, on July 22, 2003, the City of Grand Island adopted an Economic Development Program and a Citizens Advisory Review Committee to oversee the process of approving applications for economic development incentives; and

WHEREAS, Chief Industries, Inc. – Chief Fabrication Division, has applied for a forgivable loan for job incentive, training, and infrastructure in the amount of \$305,800.00 from the Grand Island Area Economic Development Corporation in accordance with the Economic Development Program; and

WHEREAS, such application has been approved by the Grand Island Area Economic Development Board of Trustees and was approved on May 21, 2013 by the Citizens Advisory Review Committee; and

WHEREAS, Chief Industries, Inc. will be required to meet or exceed employment numbers and employee salary levels as outlined in the Economic Development Agreement to retain all of the economic incentives granted under the agreement; and

WHEREAS, it is in the best interests of the City to provide economic development funding to Chief Industries, Inc. as provided by the Grand Island Economic Development Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Economic Development Agreement by and between the City, the Grand Island Area Economic Development Corporation and Chief Industries, Inc., to provide \$305,800.00 in economic assistance to Chief Industries, Inc., to be used for expanding its business in Grand Island is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 28, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 24, 2013	☐ City Attorney



City of Grand Island

Tuesday, May 28, 2013

Council Session

Item I-5

#2013-162 - Consideration of Economic Development Incentive Agreement with Central Community College

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, City Administrator

Meeting: May 28, 2013

Subject: Economic Development Incentive Agreement with Central Community College

Item #'s: I-5

Presenter(s): Ann Martin, Chair of the Grand Island Area Economic Development Corporation Board of Trustees

Background

At the May 2003 special election, the voters of the City of Grand Island approved LB840 funding to enable the City to extend economic development incentives through the Grand Island Area Economic Development Corporation (GIAEDC). The Economic Development Corporation has received an application from Central Community College for additional equipment in the Industrial Academy. On April 18, 2013, the GIAEDC Board of Trustees approved submission of the attached Economic Development Agreement to the Citizens Review Committee (CRC) for consideration and recommendation. The CRC met on May 21, 2013 and denied the request and agreement for recommendation to the City Council for final action.

Discussion

Central Community College has submitted the required application (see attached) for an amount of \$95,000.00. Proposed is the purchase of additional equipment for the Industrial Academy.

Central Community College Industrial Academy assists the development of Grand Island's workforce by providing career and technical education for welders and machinists. The local industries have a hard time finding and keeping machinists, welders, assemblers, and operators. With the additional equipment, Central Community College Industrial Academy will be in a position to train 25 traditional students, 20 high school students, and 30 additional students in their night lab. The new equipment will help stimulate the economic growth in the Grand Island area and will help train 75 students on a daily basis for years to come.

Alternatives

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

1. Move to approve the Economic Development Agreement with Central Community College.
2. Do not approve the Economic Development Agreement with Central Community College.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

While the Resolution advances to the Council without the support of the Citizens' Review Committee, City Administration believes the request deserves Council consideration and discussion.



PROJECT APPLICATION FOR ECONOMIC DEVELOPMENT PROGRAMS

1. Applicant Business Name Central Community College

Address 3134 West Highway 34, Grand Island NE 68801

Telephone (308) 398-7406

Email Address mcalvert@cccneb.edu

Business Contact Person Dr. Michael Calvert

Telephone (308) 398-7400
2. Business Organization: ☐ Corporation ☐ Partnership
☐ Proprietor ☒ Other Job Training
3. Business Type: ☐ Startup ☒ Existing
☐ Business Buyout ☐ Spec Building
☐ Other _____
4. Project Location: ☒ Within the city limits of Grand Island, Nebraska
☐ Outside the city limits, but within the 2 mile zoning jurisdiction
☐ Outside the zoning jurisdiction of Grand Island in (county) _____

5. Product or Services Provided: Welders and machinists are in critical short supply in Grand Island. Central Community College is continuing to improve their existing career and technical education program by expanding and improving the Industrial Academy. Our local industries have a hard time finding and keeping machinists, welders, assemblers, and operators. The additional equipment will provide the necessary tools to educate Grand Island future and existing workforce.

6. Project Description: Central Community College Industrial Academy assists the development of Grand Island's workforce. With approval of this application, the college will be in a position to train 25 traditional students, 20 high school students, and 30 additional students in their night lab. This equates to 75 individuals being trained daily for jobs in Grand Island.

7. Project Timetable: The new "Turn Key" welding stations need to be operational by August 1, 2013.

8. Employment Information: **NOT APPLICABLE**

Current number of employees _____ (full-time equivalent)

Proposed number of employees _____ (full-time equivalent)

What is the average hourly wage for all employees? _____

Number of new jobs to be created _____ (full-time equivalent)

What would be the average hourly wage for new jobs? _____


Number of jobs to be retained, if any _____ (full-time equivalent)

Please describe all benefits which the business provides to employees:

9. Financing/Incentives Requested: Central Community College is requesting a \$95,000
grant for additional equipment in the Industrial Academy. The new equipment will help
stimulate the economic growth in the Grand Island area. The grant will help train 75 students,
on a daily basis, for years to come.

NOTE: Additional Information may be required and made part of this application by attachment.

To the best of my knowledge, this application and supporting information is accurate, and may be relied upon by representatives of the Grand Island Area Economic Development Corporation (GIAEDC).

By: 
Name
Campus President, CCC
Title
Date: 4-23-13

Grand Island Area Economic Development LB-840 Project Application

Project Name: _____

Date Referred to Grand Island Area Economic Development Board: _____ 11-Apr-13

Approved: X Disapproved: _____ Date: _____ 18-Apr-13

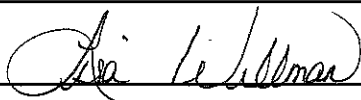
Comments: According to Ordinance 8832, enacted by City Council on August 12, 2003, this
application does qualify under Section III B, Eligible Activities, number 5 & 7, as it allows
grants for job training and incentives to stimulate the economic growth of Grand Island.

Signature of President: 
Marlan Ferguson

Date Referred to Citizen's Review Committee: May 21, 2013

Approved: _____ Disapproved: X Date: 5/21/2013

Comments: _____

Signature of Chairman: 
Lisa Willman

Date Referred to City Council: _____

Approved: _____ Disapproved: _____ Date: _____

Comments: _____

Signature of Mayor: _____
Jay Vavricek

ECONOMIC DEVELOPMENT AGREEMENT

This Agreement made by the City of Grand Island, Nebraska (City) and the Grand Island Area Economic Development Corporation (EDC) with Central Community College (CCC) does hereby set forth the terms and conditions of a forgivable economic development loan requested by CCC and granted by the City and the EDC as follows:

I. INTRODUCTION

A. CCC has filed with the City and EDC a Project Application for Economic Development Programs (Application). In the Application, CCC stated it needed to purchase a sufficient number of welding stations to increase its capacity for training welders by an additional seventy-five (75) students. Grand Island area manufacturers are facing a critical shortage of welders to carry out necessary work. This shortage not only affects the economic prospects and growth of those manufacturers but the entire Grand Island area economy.

B. The City and the EDC find CCC is a qualifying business under the City's Economic Development Program, the CCC project qualifies for economic incentives under the Program, the project will be of substantial economic benefit to the people of Grand Island and its surrounding area, and the forgivable economic development loan set forth below constitutes a fulfillment of the major objective of the City's Economic Development Plan.

II. FORGIVABLE ECONOMIC LOAN CONDITIONS AND DISBURSEMENT

The disbursement of the Forgivable Economic Development Loan in an amount not to exceed Ninety-Five Thousand Dollars (\$95,000.00) shall be paid to CCC by the City upon approval of this Agreement by the Grand Island City Council (Council) and CCC meeting the following conditions:

A. That after this Agreement is approved by the Council but no later than August 1, 2013, CCC shall purchase welding stations to be used for training students enrolled at the CCC Grand Island campus.

B. Any welding stations purchased with funds from the forgivable economic development loan will be located at the CCC Grand Island campus and may not be sold, leased, lent, gifted,

or relocated prior to August 1, 2018 without the prior written permission of the City.

C. CCC agrees to inform the City and EDC within three (3) business days of any of the welding stations purchased pursuant to this Agreement being lost, stolen, destroyed, or damaged beyond repair along with all pertinent information related to any such event occurring on or before August 1, 2018.

D. Within thirty (30) days of making purchases of welding stations pursuant to the conditions set forth in paragraphs II A and B of this Agreement but no later than September 1, 2013, CCC shall provide proof of said purchases to the City and EDC.

E. Upon CCC meeting the conditions set forth in paragraphs II A, B, and C of this Agreement, the City shall reimburse CCC for the amount used to purchase welding stations up to a maximum amount of Ninety-Five Thousand Dollars (\$95,000.00).

III. ECONOMIC DEVELOPMENT LOAN FORGIVENESS

The City shall forgive the entire amount of the economic development loan disbursed to CCC if CCC complies with the conditions set forth in paragraph II of this Agreement.

IV. BREACH OF AGREEMENT

A. In the event CCC fails to comply with any of the terms as set forth in this Agreement, the City and/or the EDC may declare it to be in breach. Any such declaration shall be in writing, signed by a person authorized to make such a declaration, and delivered by Certified U.S. Mail, Return Receipt Requested to CCC at its last known address.

B. In the event the City and/or the EDC declares CCC to be in breach, any monies disbursed by the City and not forgiven pursuant to the terms of paragraph III of this Agreement shall become immediately due and owing by CCC to the City.

C. In the event the City and/or the EDC declares CCC to be in breach, any monies disbursed by the City, not forgiven pursuant to the terms of paragraph III of this Agreement, and unpaid shall accrue interest at the rate of eight percent (8%) per annum.

V. COMMUNICATION

A. CCC agrees to fully respond within fifteen (15) calendar days to any request for information from the City and/or the EDC related to CCC's compliance with the terms of this Agreement. All responses to such inquiries shall be in writing and provided to the City and the EDC at the following addresses:

1. Grand Island City Administrator
100 East First St.
P.O. Box 1968
Grand Island, NE 68802-1968
2. Grand Island Area Economic Development Corp.
308 North Locust St., Suite 400
P.O. Box 1151
Grand Island, NE 68802-1151

B. CCC agrees to inform the City and the EDC of any changes in its address, telephone number, or email address within three (3) business days of such changes.

VI. LEGAL EFFECT

Notwithstanding the other provisions of this Agreement, CCC specifically agrees to the following:

A. If CCC is acquired, absorbed, or merged with any other person or entity, the terms of this Agreement shall continue to be in force on any such successor entity.

B. If CCC ceases operations in Grand Island at any time while this Agreement is in force, any monies disbursed by the City and not forgiven pursuant to the terms of paragraph III of this Agreement shall become immediately due and owing to the City, and any monies owed shall accrue interest at the rate of eight percent (8%) per annum until paid in full.

C. If any provision of this Agreement is declared void or illegal by a Court of law, all other unaffected provisions shall remain in full force and effect.

D. This document constitutes the entirety of the terms and conditions of this Agreement. This Agreement shall not be altered or modified in any way unless agreed to by all parties thereto, memorialized in writing, and executed by the parties.

Dated this _____ day of _____, 2013.

GRAND ISLAND AREA ECONOMIC
DEVELOPMENT CORPORATION

By Marlan Ferguson
Marlan Ferguson, President

CENTRAL COMMUNITY COLLEGE

By Larry C. D. Oliver
Larry C. Oliver
College Business Officer

THE CITY OF GRAND ISLAND

By _____
Jay Vavricek, Mayor

RESOLUTION 2013-162

WHEREAS, on July 22, 2003, the City of Grand Island adopted an Economic Development Program and a Citizens Advisory Review Committee to oversee the process of approving applications for economic development incentives; and

WHEREAS, Central Community College has applied for a forgivable loan for new equipment in the Central Community College Industrial Academy in the amount of \$95,000.00 from the Grand Island Area Economic Development Corporation in accordance with the Economic Development Program; and

WHEREAS, such application has been approved by the Grand Island Area Economic Development Corporation Board of Trustees and was denied on May 21, 2013 by the Citizens Advisory Review Committee; and

WHEREAS, Central Community College will be required to meet or exceed the Economic Development Agreement to retain all of the economic incentives granted under the agreement; and

WHEREAS, it is in the best interests of the City to provide economic development funding to Central Community College as provided by the Grand Island Economic Development Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Economic Development Agreement by and between the City, the Grand Island Area Economic Development Corporation and Central Community College, to provide \$95,000.00 in economic assistance to Central Community College, to be used for new equipment is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 28, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 24, 2013	☐ City Attorney



City of Grand Island

Tuesday, May 28, 2013

Council Session

Item I-6

#2013-163 - Consideration of Approving Elimination of Proposed Street Right-of-Way in a Portion of Voss Subdivision (Michael P. Graham)

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

Council Agenda Memo

From: Terry Brown PE, Manager of Engineering Services

Meeting: May 28, 2013

Subject: Approving Elimination of Proposed Street Right-of-Way
in a Portion of Voss Subdivision (Michael P. Graham)

Item #'s: I-6

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

Background

Public Works Administration received a request from Michael P. Graham at 3135 E Highway 30 to vacate a proposed street right-of-way in Lot 4 of Voss Subdivision.

The 1940 original plat for Voss Subdivision notes a 66' proposed street right-of-way, however this was never dedicated to the City.

Discussion

To clear up records on the properties associated with this proposed street, Administration is requesting a resolution to be filed against Lot 4 & Lot 5 of Voss Subdivision showing the elimination of such proposed street.

This elimination will allow for redevelopment/building construction on this lot, as the City has no future plans for a street in this location.

Alternatives

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

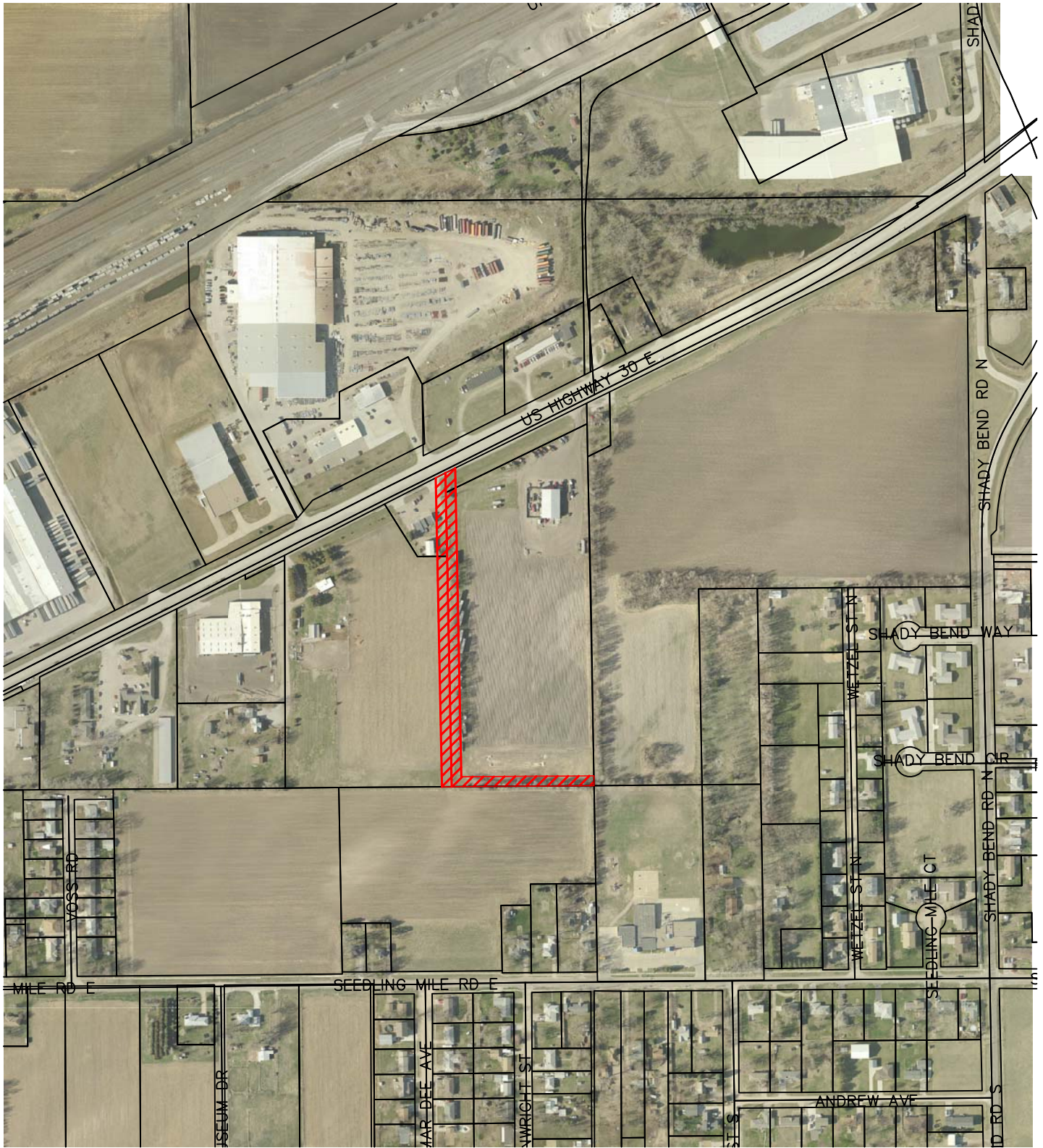
1. Move to approve or deny.
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the resolution affirming the elimination of the proposed street in Lot 4 & Lot 5 of Voss Subdivision.

Sample Motion

Move to approve the resolution.



= PROPOSED STREET

**CITY OF
GRAND ISLAND**
PUBLIC WORKS DEPARTMENT

DATE: 05/21/13
DRAWN BY: TJY
APPVD. BY:
SCALE: NONE

VOSS SUB DIVISION
PROPOSED STREET

PLAN

RESOLUTION 2013-163

WHEREAS, the 1940 original plat for Voss Subdivision notes a 66' proposed street right-of-way, which was never dedicated to the City of Grand Island; and

WHEREAS, to clear up property records associated with this proposed street right-of-way approval is being sought to eliminate such right-of-way at the following locations;

- The southerly 33' feet and westerly 33' feet of Lot 4, Voss Subdivision
- The easterly 33' feet of Lot 5, Voss Subdivision

WHEREAS, the City has no future plans for a street in this location.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the 66' proposed street right-of-way on Lot 4 & Lot 5 of Voss Subdivision is eliminated.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 28, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
May 24, 2013	▣ City Attorney



City of Grand Island

Tuesday, May 28, 2013

Council Session

Item I-7

#2013-164 - Consideration of Approving Neighborhood Stabilization Program Income Reuse Program

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

Staff Contact: Marco Floreani

RESOLUTION 2013-164

WHEREAS, the City of Grand Island, Nebraska is an eligible unit of a general local government authorized to retain and administer program income from the Neighborhood Stabilization Program (NSP1); and

WHEREAS, Program Income Reuse Funds are administered by the Community Development Division for activities that rehabilitate or support housing located within NSP1 boundaries; and

WHEREAS, The Nebraska Department of Economic Development has approved the City of Grand Island's Neighborhood Stabilization Program Income Reuse Plan; and

WHEREAS, Nebraska Department of Economic Development periodically updates official program income reuse requirements which necessitate revisions to local guidelines.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska, hereby adopts and approves the Program Income Reuse Plan for NSP1 activities and will submit the plan to the Nebraska Department of Economic Development; and

The Mayor is hereby authorized and directed to execute such grant applications and other documentation on behalf of the City of Grand Island for such grant process.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 28, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	by _____
May 24, 2013	City Attorney



City of Grand Island

Tuesday, May 28, 2013

Council Session

Item I-8

#2013-165 - Consideration of (1) Approving Contract for Grand Generation Center Roof Repair and (2) Funding for Roof and Drainage Repairs

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: May 28, 2013

Subject: Consideration of (1) Approving Contract for Grand Generation Center Roof Repair and (2) Funding for Roof and Parking/Drainage Repairs

Item #'s: I-8

Presenter(s): Craig Lewis, Building Department Director

Background

On April 27, 2013 the City of Grand Island issued a request for proposal for roof repairs or replacement to the western section of the Senior Citizens Center at 304 East 3rd Street, Grand Island, NE.

Three proposals were received on May 14, 2013, ranging in cost from \$40,176.00 to \$88,500.00.

Discussion

The proposals received were:

Lampmann Roofing
Omaha, NE. -- \$40,176.00

Weathercraft Co.
Grand Island, NE. -- \$56,424.00

Duff Roofing
Grand Island, NE. -- \$88,500.00

Weathercraft Co. submitted the best responsive proposal and additionally identified alternatives for additional insulation. The base bid was \$56,424.00 with gutters and down spouts adding \$4,862.00 and 2" ISO R-12 insulation for an additional \$1,700.00 bringing the total proposal to \$62,986.00.

The alternative proposal has merit and the proposal with a total of \$62,986.00 is submitted for approval.

In addition, based on discussion at the May 21, 2013 study session, any remaining balance of the City's budgeted appropriation of \$100,000.00 will be directed first to repairs of the middle section of the roof and then to the modification of parking lot drainage. If the \$100,000.00 appropriation is exceeded by these three repairs, the Public Works Department will absorb up to the complete parking/drainage repair cost in its current fiscal year budget.

Alternatives

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

1. Approve the proposal from Weathercraft Co.
2. Disapprove or /Deny all of the submitted proposals.
3. Modify the proposals to meet the wishes of the Council
4. Table the issue

Recommendation

City Staff recommends that the Council approve the request for proposal submitted by Weathercraft Co. for \$62,986.00 .

Sample Motion

Move to approved the proposal submitted by Weathercraft Co. for the amount of \$62,986.00 and authorize the Mayor to sign the proposal.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
ROOF REPAIR OR REPLACEMENT AT SENIOR CITIZENS CENTER**

RFP DUE DATE: May 14, 2013 at 4:00 p.m.

DEPARTMENT: Building

PUBLICATION DATE: April 27, 2013

NO. POTENTIAL BIDDERS: 3

SUMMARY OF PROPOSALS RECEIVED

Lampmann Roofing
Omaha, NE

Weathercraft Co. of Grand Island
Grand Island, NE

Duff Roofing
Grand Island, NE

cc: Craig Lewis, Building Director
Jaye Monter, Interim Finance Director

Mary Lou Brown, City Administrator
Stacy Nonhof, Purchasing Agent

P1648

PROPOSAL

WEATHERCRAFT CO. OF GRAND ISLAND

323 N. CLEBURN ST.
 GRAND ISLAND, Nebraska 68801-4509
 (308) 381-8002 • FAX (308) 381-8010

PROPOSAL SUBMITTED TO City of Grand Island	PHONE 308-385-5325	DATE May 13, 2013
STREET 100 East First Street	JOB NAME Grand Generation Center	
CITY, STATE and ZIP CODE Grand Island, NE 68801	JOB LOCATION 304 E 3rd Grand Island – West Roof Section	

We hereby submit specifications and estimates for:

A new Firestone Rubbergard roof system as follows:

- Clean off any urethane foam along walls, curbs, etc. as needed. Fill between the existing metal panel ribs with approximately 1" of EPS insulation, approx. R-4 value.
- Install one layer of 1.5" isocyanurate R-9 for a smooth and suitable substrate for the new roof. The new insulation will be fastened with Firestone screws and plates as per requirements.
- New flashings for pipes, curbs, and along walls, 60-mil LSFR Firestone EPDM membrane will be fully adhered to the insulation and extended up onto the west wall behind the existing metal panels. Extended down over drain edge of the roof slopes and extended up onto and over the top of the east parapet wall. Also the two south masonry walls will be completely covered on both sides and the tops.
- New 24-gauge prefinished steel coping cap will be installed properly on all wall tops, in choice of color. See chart
- New roof edge metal
- All workmanship and materials will be as per Firestones current written specifications. A Red Shield warranty for 20-years will be submitted upon completion and inspection.

Complete \$56,424.00

For replacing gutter and downs, both sides, with same sizes using 24-gauge prefinished steel, all accessories, \$4,862.00

Options:

1. For 2" R-12 ISO versus 1.5" R-9. Add \$1,700.00
2. For 2 layers of 1.5" R-18. Add \$7,100.00 Includes raising curb height to adjust extra roof height.
3. Use Eco White 60-mil membrane. Add \$6,985.00

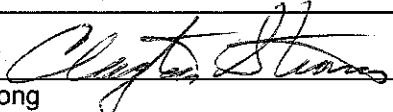
We propose to furnish material and labor – complete in accordance with above specifications, for the sum of:

Payment to be made as follows:

NET DUE TEN DAYS FROM INVOICE

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by worker's compensation insurance.

Authorized Signature


 Clayton Strong

NOTE: This proposal may be withdrawn by us if not accepted with 30 days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____

RESOLUTION 2013-165

WHEREAS, the City of Grand Island published a request for proposal for the roof repairs or replacement to the Grand Island Senior Citizens Center located at 304 E 3rd Street (Grand Generation Center), and

WHEREAS, three proposals were received and evaluated, and

WHEREAS, the City has determined the most beneficial proposal for the roofing project was submitted by Weathercraft Co. of Grand Island to install a new Firestone Rubbergard roofing system, including the option of 2" insulation and replacing gutters and down spouts in the amount of \$62,986.00; and

WHEREAS, the City Council previously appropriated \$100,000 for maintenance of the Grand Generation Center; and

WHEREAS, the remaining balance of this \$100,000 after the roofing repairs will be utilized for additional repairs to the middle section of the roof and modification of parking lot drainage; and

WHEREAS, the costs associated with the middle section of roof and modification of parking lot drainage not covered by the remaining balance of the Grand Generation appropriation will be paid for by the Public Works Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal submitted by Weathercraft Co. of Grand Island, in the amount of \$62,986.00 for installation of a new Firestone Rubbergard roofing system including the option of 2" insulation and the replacement of gutters and down spouts is hereby approved as the most beneficial proposal.

BE IT FURTHER RESOLVED, that the remaining balance of the City's previously appropriated \$100,000 toward maintenance of the Grand Generation Center shall be utilized for additional repairs to the middle section of the roof and modification of parking lot drainage and once the \$100,000 appropriation is exceeded, the remaining costs for the parking lot drainage be absorbed within the Public Works Department's current fiscal year budget.

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

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Adopted by the City Council of the City of Grand Island, Nebraska, May 28, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

- 2 -

Approved as to Form	☐ _____
May 24, 2013	☐ City Attorney



City of Grand Island

Tuesday, May 28, 2013

Council Session

Item I-9

#2013-166 - Consideration of Request for Approval of Transfer of Building Located at 1306 West 3rd Street and Related Department Relocations

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: May 28, 2013

Subject: Consideration of Request for Approval of Transfer of Building Located at 1306 West 3rd Street and Related Department Relocations

Item #'s: I-9

Presenter(s): Craig Lewis, Building Department Director

Background

On May 21, 2013 at the City Council Study Session, City staff presented a proposal to transfer the property at 1306 West 3rd Street to the Utilities Department which would lead to the relocation of Utilities Engineering, Emergency Management, Information Technology and Human Resources, in addition to the expansion of Finance. The purpose of these changes is to gain needed square footages, increase security, provide redundancy, provide privacy and improve public access.

Discussion

The first step to be taken is the request for an appraisal of the property at 1306 West 3rd Street. The appraisal will establish the current market value for the property and provide the basis for the financial transfer of the property from the General Fund to the Utilities Enterprise Fund.

Alternatives

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

1. Approve the resolution.
2. Disapprove or /Deny the resolution.
3. Modify the resolution to meet the wishes of the Council
4. Table the issue

Recommendation

City Administration recommends that the Council approve the resolution and allow the transfer of building and related Department relocations.

Sample Motion

Move to approve the resolution and allow the first step of the transfer to proceed.

RESOLUTION 2013-166

WHEREAS, the City of Grand Island is proposing to transfer the property at 1306 W. 3rd Street (One- Stop property) from a general fund asset to an enterprise fund asset; and

WHEREAS, the City is proposing to obtain an appraisal to determine the fair market value for the One-Stop property; and

WHEREAS, the Mayor and City Council concur with the plan to transfer the One-Stop property to the City Utilities Department, relocate Emergency Management, Information Technology and Human Resources in addition to the expansion of Finance as identified at the May 21, 2013 study session; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that an appraisal shall be obtained to determine the fair market value of the property located at 1306 W 3rd Street and presented to the City Council for approval.

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Adopted by the City Council of the City of Grand Island, Nebraska, May28, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
May 24, 2013	▣ City Attorney



City of Grand Island

Tuesday, May 28, 2013

Council Session

Item I-10

#2013-167 - Consideration of Funding the Community Offering and Approving Authorized Official to Retain the Grand Island Veterans Home

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Jay Vavricek, Mayor

Meeting: May 28, 2013

Subject: Consideration of Funding the Community Offering and Approving Authorized Official to Retain the Grand Island Veterans Home

Item #'s: I-10

Presenter(s): Jay Vavricek, Mayor

Background

On March 4, 1887 the Nebraska Legislature enacted legislation creating the Nebraska Soldiers' and Sailors' Home and directing it be located in Grand Island. This facility eventually became the Grand Island Veterans' Home and for more than 126 years has been located in our community.

The Veterans' Home in Grand Island was the first in the State of Nebraska and has served as the model for subsequent Veterans' Homes constructed and located in Bellevue, Norfolk, and Scottsbluff.

During its existence of more than one and a quarter centuries, the Grand Island Veterans' Home has housed and cared for veterans of our nation's armed conflicts from the Civil War to the present along with peacetime veterans. In that time, the people of Grand Island have supported our nation's veterans and the Veterans' Home initially by purchasing and donating 640 acres of land for the Home's location. Since the 1880s, the people of Grand Island have continued to support the Veterans' Home and all veterans. This support has manifested itself through activities at the home and in the community. It has manifested itself through the construction and maintenance of veterans' memorials and monuments throughout the community. Most recently, it has manifested itself through citizens organizing and financing the Heroes Flight program which transported World War II veterans to the Washington, DC memorial to that great victory.

Last year, the State of Nebraska announced it would build a new Veterans' Home and solicited proposals from cities throughout Central Nebraska for the Home's location. The City of Grand Island will submit a proposal to retain the Veterans' Home here in the City that has supported it and its members without fail for more than 126 years. Part of that

proposal will include financial assistance to support the State decision to build a new facility in Grand Island.

The Council is being asked to approve two matters. The first is the City's financial commitment of funding not to exceed three million dollars. The second matter for consideration is the approval of the authorizing official, which will be the Mayor.

The final complete proposal will be submitted to the State on June 11 with a final determination to be made by the State by August 1, 2013.

Alternatives

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

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

Recommendation

The City Administration supports and recommends the approval of a Resolution of financial support and authorization for the Mayor to sign the proposal for the retention of the Nebraska Veterans' Home.

Sample Motion

Move to approve Resolution #2013-167.

RESOLUTION 2013-167

WHEREAS, on March 4, 1887 the Nebraska Legislature passed an Act for the establishment and maintenance of the Nebraska Soldiers' and Sailors' Home to be located in Grand Island; and

WHEREAS, that facility is now known as the Nebraska Veterans' Home and has been continuously located in Grand Island for more than 126 years; and

WHEREAS, the Nebraska Veterans' Home located in Grand Island was the first in the State of Nebraska and has served as the model for other Veterans' Homes constructed and located in Bellevue, Norfolk, and Scottsbluff; and

WHEREAS, the people of Grand Island have supported the Nebraska Veterans' Home, its residents, and all veterans by initially purchasing and donating 640 acres of land for the Homes' location; and

WHEREAS, the people of Grand Island have supported the Nebraska Veterans' Home, its residents, and all veterans, through sponsoring activities at the Home, constructing and maintaining veterans' memorials throughout the community, and organizing and financing the Heroes' Flight program; and

WHEREAS, the people of Grand Island have supported the Nebraska Veterans' Home and its residents which have included veterans of the nation's armed conflicts since the Civil War and veterans who served in peacetime; and

WHEREAS, in 2012 the State of Nebraska announced it would construct a new Veterans' Home and solicited proposals from cities in Central Nebraska for its location; and

WHEREAS, the City of Grand Island will be submitting a proposal to retain the Nebraska Veterans' Home as this City is the best choice for that facility given Grand Island's lengthy and unfailing support for the Veterans' Home, its residents, and all veterans; and

WHEREAS, part of that proposal will include a statement of financial support for the Nebraska Veterans' Home and authorization approving the Mayor as the authorized official.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island commits itself to providing financial support for the retention of the Nebraska Veterans' Home not to exceed three million dollars and authorizing the Mayor as the authorized official.

Approved as to Form	by _____
May 24, 2013	City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, May 28, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 28, 2013

Council Session

Item J-1

Approving Payment of Claims for the Period of May 15, 2013 through May 28, 2013

*The Claims for the period of May 15, 2013 through May 28, 2013 for a total amount of \$4,292,555.49.
A MOTION is in order.*

Staff Contact: RaNae Edwards