
City of Grand Island



Tuesday, March 25, 2014 Council Session (Corrected) Packet

City Council:

Linna Dee Donaldson
John Gericke
Peg Gilbert
Chuck Haase
Julie Hehnke
Kent Mann
Vaughn Minton
Mitchell Nickerson
Mike Paulick
Mark Stelk

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 Jay Warriner, Abundant Life Christian Center, 3411 West Faidley Avenue

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, March 25, 2014

Council Session (Corrected)

Item C-1

Recognition of the Grand Island Northwest Girls Basketball Team for Second Consecutive Class "B" State Championship

The Mayor and City Council will recognize the Grand Island Northwest High School Girls Basketball Team and their Coach Mike Herzberg for their second consecutive Class "B" State Girls Basketball Championship held on March 8, 2014 in Lincoln. Congratulations Vikings for a job well done.

Staff Contact: Mayor Jay Vavricek



Certificate of Recognition

Awarded to

“Viking Girls Basketball Team”

at Grand Island Northwest High School and Coach Mike Herzberg for the second consecutive Class “B” State Basketball Championship on March 8, 2014.

Mayor Jay Vavríček

City Administrator Mary Lou Brown

City Clerk RaNaë Edwards



City of Grand Island

Tuesday, March 25, 2014
Council Session (Corrected)

Item C-2

Recognition of “Race for GRACE” April 5, 2014

The Mayor and City Council will recognize the efforts and hard work of the volunteers for the "Race for GRACE" event to be held on Saturday, April 5, 2014. The GRACE Foundation assists local cancer patients, survivors and their families to help local cancer patients in their fight with this deadly disease. The 4th annual Race for GRACE will be held downtown with a 10K race and a 2-mile family fun run starting at the historic Grand Theatre.

Staff Contact: Mayor Jay Vavricek

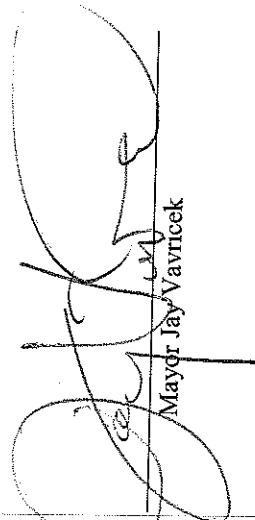


Certificate of Recognition

Awarded to

“Race for GRACE”

and its volunteers for the 4th annual Race for Grace event to be held
on Saturday, April 5, 2014.



Mayor Jay Vavrick



City Administrator Mary Lou Brown



City Clerk RaNae Edwards



City of Grand Island

Tuesday, March 25, 2014

Council Session (Corrected)

Item C-3

Recognition of March 30, 2014 – Prayer Vigil Service for Members of the Grand Island Veterans Home

Staff Contact: Mayor Jay Vavricek



City of Grand Island

Tuesday, March 25, 2014

Council Session (Corrected)

Item E-1

**Public Hearing on Amendment to the Redevelopment Plan for
CRA Area 1 located at 8th Street and Superior Street**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: March 25, 2014

Subject: Amendment to Redevelopment Plan for CRA Area #1

Item #'s: E-1 & I-2

Presenter(s): Chad Nabity, AICP CRA Director

Background

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

The Grand Island Area Habitat for Humanity, as the developer has submitted a proposed amendment to the redevelopment plan that would provide for site acquisition, site work and extension of utilities and subsequent construction of six single family houses on property located at the corner of 8th Street and Superior Street, in Grand Island, Nebraska.

The CRA reviewed the proposed development plan on February 12, 2014 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on March 5, 2014. The CRA also sent notification to the City Clerk of their intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on March 5, 2014. The Planning Commission approved Resolution 2014-04 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island.

Discussion

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

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #1 and authorizes the CRA to execute a contract for TIF based on the plan amendment. The redevelopment plan amendment permits site acquisition, demolition, clearance and extension of utilities and subsequent construction of six single family homes by The Grand Island Area Habitat for Humanity at 8th & Superior in Grand Island, Nebraska. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for an eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. The total tax increment financing allowed for this project may not exceed \$122,985 during this 15 year period.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the resolution as submitted.

**Redevelopment Plan Amendment
Grand Island CRA Area #1
February 2014**

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

**Executive Summary:
Project Description**

THE DEVELOPMENT OF SIX RESIDENTIAL LOTS NORTH OF 8TH STREET AND EAST OF SUPERIOR STREET IN GRAND ISLAND, NEBRASKA INCLUDING ACQUISITION, SITE WORK, UTILITY IMPROVEMENTS, ENGINEERING, LANDSCAPING AND PARKING IMPROVEMENTS NECESSARY FOR BUILDING SIX HOUSES AT THIS LOCATION.

The use of Tax Increment Financing to aid in acquisition of the property and extension of utilities associated with redevelopment of this site with six new single family homes. The use of Tax Increment Finance makes it affordable to provide additional housing in Grand Island at this location for families that qualify to purchase a Habitat Home. This project would not be possible in an affordable manner without the use of TIF.

Habitat for Humanity has a contract to purchase the property at this location. This vacant property can be developed with necessary urban infrastructure including water, storm sewer and waste water connections for the new lots. All site work, demolition and utilities will be paid for by the Habitat for Humanity. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the acquisition, site work and remodeling. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2015 towards the allowable costs and associated financing for the acquisition and site work.

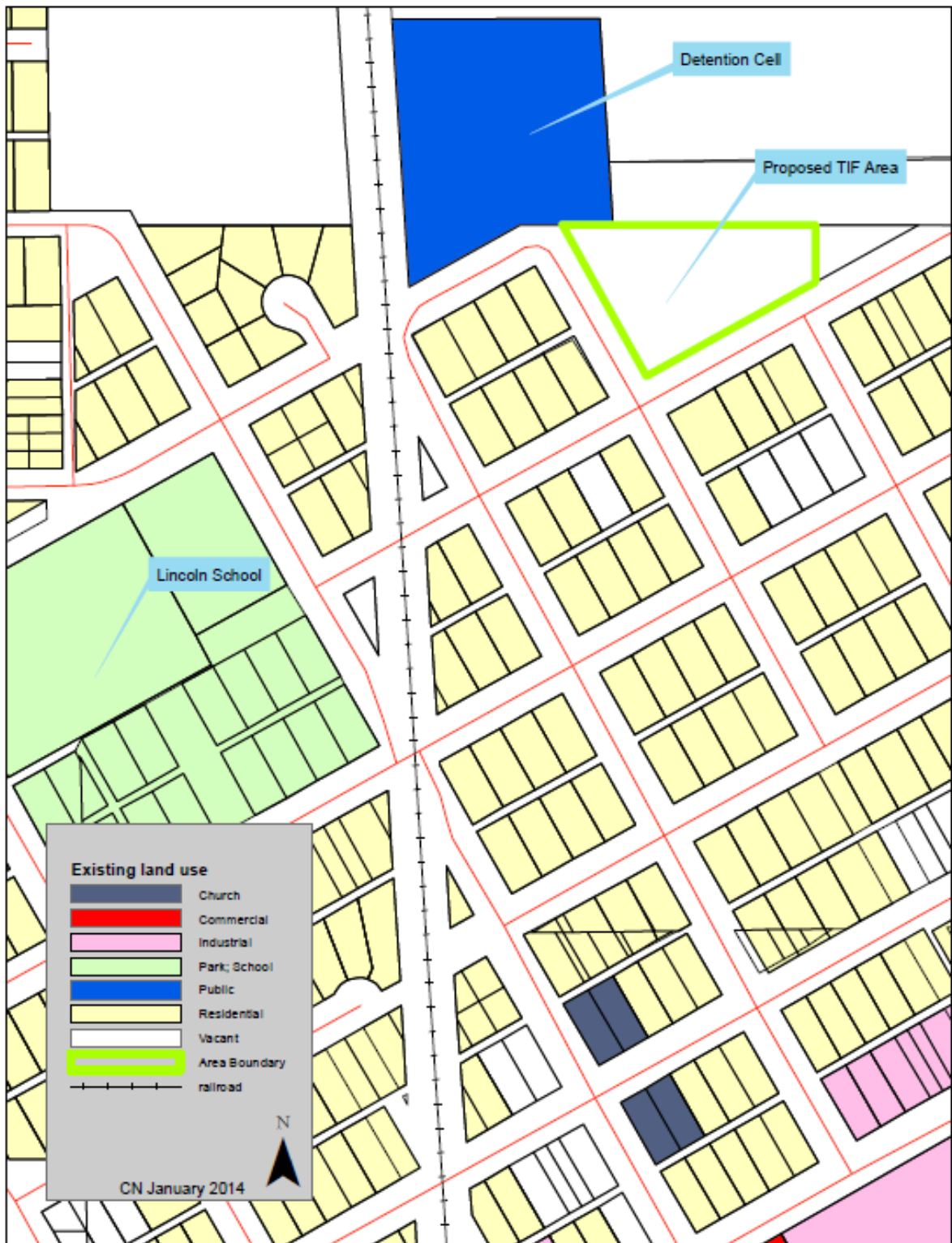
TAX INCREMENT FINANCING TO PAY FOR THE ACQUISITION OF THE PROPERTY AND RELATED SITE WORK WILL COME FROM THE FOLLOWING REAL PROPERTY:

Property Description (the “Redevelopment Project Area”)

This property is located at north of 8th street and east of Superior Street in northeast Grand Island. The attached map identifies the subject property and the surrounding land uses:

Legal Descriptions: A TRACT OF LAND IN PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE1/4, SW1/4) AND PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW 1/4, SE 1/4) OF SECTION TEN (10), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S00°35'03"E, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 19.87 FEET TO THE POINT OF INTERSECTION OF THE EAST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE RIGHT OF WAY LINE OF TAFT STREET (IF EXTENDED); THENCE S28°33'58"E, ALONG THE EASTERLY RIGHT OF WAY LINE OF TAFT STREET (IF EXTENDED) A DISTANCE OF 106.11 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 8TH STREET; THENCE S60°44'09"W, ALONG THE NORTHERLY RIGHT OF WAY LINE OF 8TH STREET, A DISTANCE OF 56.75 FEET; THENCE S60°41'13"W, CONTINUING ON THE NORTHERLY RIGHT OF WAY LINE OF 8TH STREET, A DISTANCE OF 287.73 FEET TO THE POINT OF INTERSECTION ON THE EASTERLY RIGHT OF WAY LINE OF SUPERIOR STREET; THENCE N30°05'03"W, ON THE EASTERLY RIGHT OF WAY LINE OF SUPERIOR STREET, A DISTANCE OF 322.82 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE N89°42'44"E, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 100.54 FEET; THENCE N89°39'42"E, CONTINUING ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 310.74 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 78,393 SQUARE FEET OR 1.80 ACRES MORE OR LESS.



Existing Land Use and Subject Property

The tax increment will be captured for the tax years the payments for which become delinquent in years 2016 through 2030 inclusive.

The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from development of a six single family housing units at this location.

Statutory Pledge of Taxes.

Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in the Redevelopment Project Area shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be January 1, 2015.

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

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

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

Redevelopment Plan Amendment Complies with the Act:

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

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

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

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to acquire the necessary property and provide the necessary site work for the construction of a permitted use on this property.

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

a. Land Acquisition:

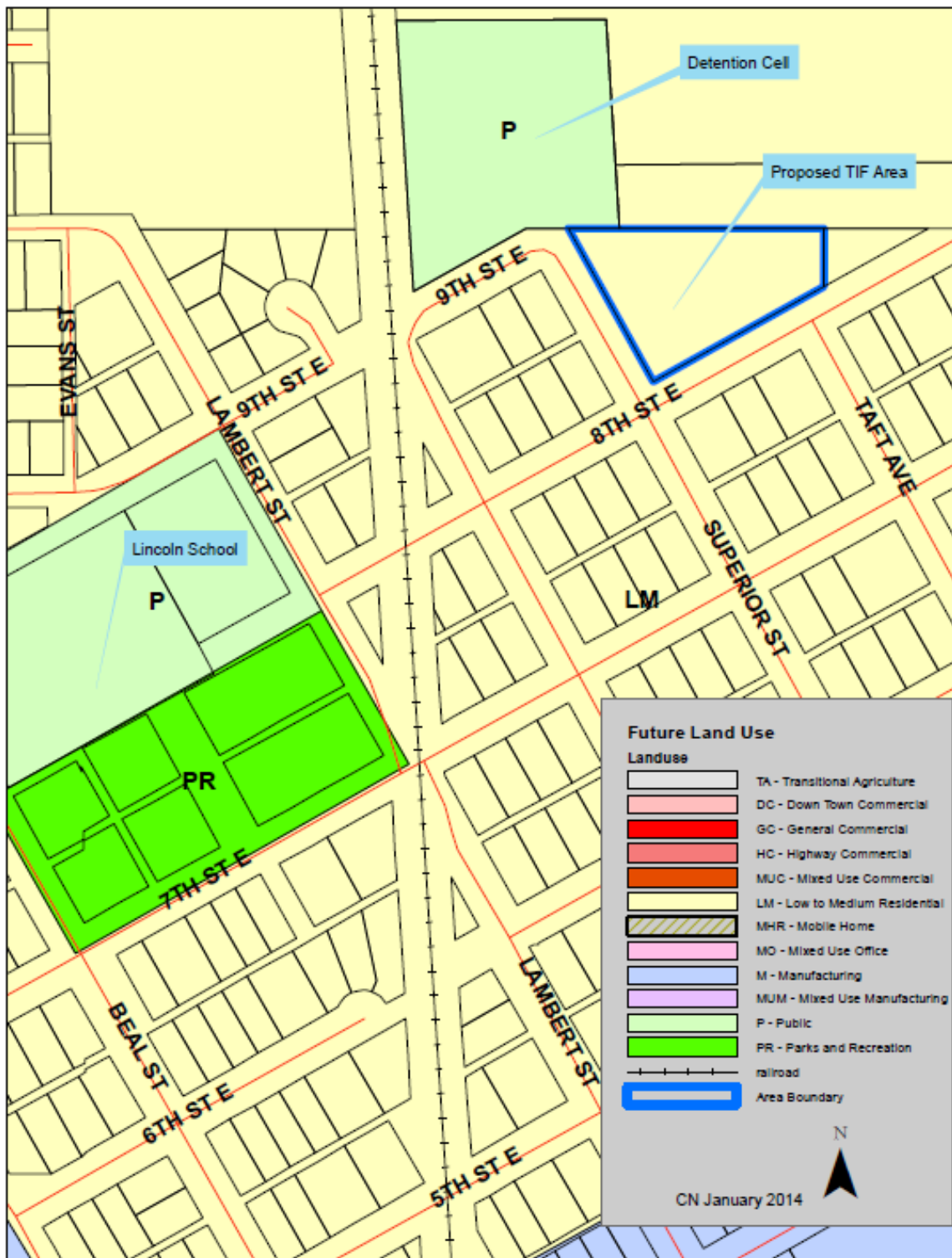
The Redevelopment Plan for Area #1 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority.

b. Demolition and Removal of Structures:

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

c. Future Land Use Plan

See the attached map from the 2004 Grand Island Comprehensive Plan. All of the area around the site in private ownership is planned for low to medium density residential development; this includes housing of densities up to 14 units per acre. This property is in private ownership. [§18-2103(b) and §18-2111] The attached map also is an accurate site plan of the area after redevelopment. [§18-2111(5)]



City of Grand Island Future Land Use Map

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

The area is zoned R2-Low Density Residential zone. No zoning changes are anticipated with this project. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use

The developer is proposing excavate fill from the northern portion of the property and move it to the southern portion of the property along 8th Street. The resulting hole will be configured to provide storm water containment enlarging the city owned detention cell to the north and east of the subject property. The fill on the south portion of the property will allow the developer to extend a sanitary sewer line from the west to serve all six new lots. The R2 zoning district allows 1 dwelling unit per 6000 square feet of property the size of each lot is approximately 6360 square feet; enough to legally accommodate a single family housing unit on each lot. The property is zoned R2 and could accommodate a building of up to 35% of the property area; allowable coverage would be about 2,226 square feet. The proposed units including detached sheds will cover less than 1,200 square feet, well within the allowable coverage. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

Sewer and water are available to support this development. New water services may be required for this building on these lots. A sanitary sewer line must be extended from the west to accommodate this development.

Electric utilities will need to be extended to serve these lots. That will be done consistent with the Grand Island Utilities Department policy on extension of services to residential subdivisions.

No other utilities would be impacted by the development.

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

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

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

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

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

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

The developer has a contract to purchase the property the property for \$68,940. The \$68,940 is included as a TIF eligible expense. Costs for site preparation, utilities and contingencies of \$39,475 are included as a TIF eligible expense. Architectural and Engineering fees of \$4,300 and are included as a TIF eligible expense. Legal, Developer and Audit Fees including a reimbursement to the City and the CRA of \$2,750 are included as a \$10,000 TIF eligible expense. The total of eligible expenses for this project is \$122,985.

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

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

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$123,000 from the proceeds of the TIF Indebtedness issued by the Authority. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2015 through December 2030.

c. Statement of feasible method of relocating displaced families.

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

7. Section 18-2113 of the Act requires:

Prior to recommending a redevelopment plan to the governing body for approval, an authority shall consider whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the city and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as

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

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

8. Time Frame for Development

Development of this project (including demolition, site preparation and new construction) is anticipated to be completed between May 2014 and December of 2016. Excess valuation should be available for this project for 15 years beginning with the 2015 tax year. It is anticipated that 3 of the houses will be built by December 31 of 2015 and that the other houses will be built in 2016.

9. Justification of Project

This is a residential neighborhood characterized by single family dwellings on smaller lots. The property has been considered for development by a number of individuals of the years but the question of how to extend sanitary sewer to serve property was not answered until recently. By creating a larger detention cell and moving the dirt from north part of the property the lots can be raised enough to support the extension of sewer to serve the six properties. This is infill development in an area with all city services available. This project does not propose to tear down any buildings with historic value.

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

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

The redevelopment project area currently has an estimated valuation of \$35,000. The proposed extension of sanitary sewer and subsequent construction of single family homes at this location will result in approximately \$445,000 of additional taxable valuation based on the current valuation of other Habitat houses in the area. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off.

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

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

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

The proposed project will have no impact on other firms locating or expanding in the area.

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

This project will not have a negative impact on other employers and will result in additional housing choices for employees within the city.

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

This project will increase the quantity of available quality housing in Grand Island by a net of six single family homes. These types of smaller projects spread throughout the city will have a less drastic impact on neighborhoods and schools than a centralized larger housing project.

This is a neighborhood that has benefited extensively from development by the Grand Island Habitat for Humanity Affiliate. This project will continue that investment and commitment.

Time Frame for Development

Development of this project is anticipated to be completed during between May of 2014 and December 31 of 2016. The base tax year should be calculated on the value of the property as of January 1, 2014. Excess valuation should be available for this project for 15 years beginning in 2015 with taxes due in 2016. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years or an amount not to exceed \$123,000 the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the estimates of the expenses of the cost of demolition, site preparation, engineering, expenses and fees reimbursed to the City and CRA, and financing fees the developer will spend at least \$123,000 on TIF eligible activities.

See Attached Building Plans and Photos included with application.



BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name: Grand Island Area Habitat for Humanity
Address: 502 W. 2nd St., P.O. Box 1001, Grand Island, NE 68802
Telephone No.: 308-385-5510
Fax No.: 308-385-5511
Contact: Dana Jelinek

Brief Description of Applicant's Business:

Grand Island Area Habitat for Humanity (GIAHFH) is a non-profit housing organization working to help low-income households into safe, decent affordable homes they will own. Through community assistance, homes are built in partnership with qualifying households, then sold at the cost to build and with no interest loans.

Present Ownership Proposed Project Site: Miscellaneous tracts 10-11-9 pt NE ¼ SW ¼ South of east 8th and west of Taft 1.73AC.

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

Attached is a proposed site plan which will accommodate six Habitat homes. Typical Habitat homes are energy efficient, 1070 sq. ft., three bedroom homes on

a crawlspace. More bedrooms are added when necessary. Homes have hardi-plank siding, covered entries, architectural shingles, and a sodded yard.

If Property is to be Subdivided, Show Division Planned:

VI. Estimated Project Costs:

Acquisition Costs:

| | |
|-------------|-----------|
| A. Land | \$ 68,940 |
| B. Building | \$ 0 |

Construction Costs:

| | |
|---|-----------|
| A. Renovation or Building Costs: | \$ |
| B. On-Site Improvements: | \$ 34,365 |
| re-platting, demo, asbestos removal, tree removal, etc. | |

Soft Costs:

| | |
|--------------------------------------|------------|
| A. Architectural & Engineering Fees: | \$ 4,300 |
| B. Financing Fees: | \$ |
| Closing costs, filing fees | |
| C. Legal/Developer/Audit Fees: | \$ 10,000 |
| D. Contingency Reserves: | \$ 5,380 |
| E. Other (Please Specify) | \$ |
| TIF fees | |
| TOTAL | \$ 122,985 |

Total Estimated Market Value at Completion: \$ 480,000

Source of Financing:

| | |
|---|------------|
| A. Developer Equity: from GIAHFH reserves | \$ 122,985 |
| B. Commercial Bank Loan: | \$ 0 |
| Tax Credits: | |
| 1. N.I.F.A. | \$ 0 |

| | |
|------------------------------|------------|
| 2. Historic Tax Credits | \$ 0 |
| D. Industrial Revenue Bonds: | \$ 0 |
| E. Tax Increment Assistance: | \$ 122,985 |
| F. Other | \$ 0 |

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

Dana Jelinek, Executive Director
Grand Island Area Habitat for Humanity
502 W. 2nd St., PO Box 1001
Grand Island, NE 68802
Phone: 308-385-5510/Fax: 308-385-5511

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

The estimated value on the homes upon completion will be \$480,000. \$480,000-
\$35,000 base = \$445,000 x 2.201353 = \$9,796 per year after building has been
completed.

Project Construction Schedule:

Construction Start Date: Spring 2015 (weather dependent)

Construction Completion Date: Summer 2016 (weather dependent)

If Phased Project:

2015 _____ Year 50% Complete

2016 _____ Year 100% Complete

XII. Please Attach Construction Pro Forma

XIII. Please Attach Annual Income & Expense Pro Forma

(With Appropriate Schedules)

TAX INCREMENT FINANCING REQUEST INFORMATION

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

Amount of Incremental Prospective Annual real Estate Taxes over 2014 Real Estate Taxes on the subject property for 14 years beginning in 2015 will be used to redevelop the property.

Statement Identifying Financial Gap and Necessity for use of Tax Increment Financing for Proposed Project: Grants for lot acquisition through Habitat for Humanity and HUD are no longer structured for Habitat affiliates of our size. With grants for land acquisition gone and difficulty in finding affordable land on which to build, GIAHFH is seeking other partnerships. Land costs, plus development on the proposed properties is far beyond what we can afford on our own. TIF funding for the purchase of the property allows us to acquire not just land on which to build, but also allows us to develop the land so it is suitable for building. The purchase of this property is contingent upon TIF approval. The added value of six proposed new homes benefits the community and the neighborhood, not to mention the low-income families who will partner on the projects. With fewer private entities building small houses (limited/no profit margin), Habitat fills that gap.

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

Since 1992, GIAHFH has completed 74 homes, 64 of which have been in Grand Island. Another Grand Island home is currently under construction. Over \$80,000 in property taxes are paid each year on GIAHFH homes. Most of those homes stand on once vacant lots, while a few replaced deteriorated structures.

In over 20 years, GIAHFH has partnered with various volunteer groups, sub-contractors and suppliers, plus donors, to make safe, affordable housing a reality for qualifying low-income households. Families selected must meet income

requirements (30-60% of median income), have the ability to pay a no-interest home loan based on the cost to build, and contribute 500 hours of sweat equity (including 20 hours of home-ownership education). A thorough selection process looks at applications, tax returns, pay stubs, debt to income ratios, credit reports, and background reports, plus families participate in meetings, interviews and home visits. In the last five years, both the CRA and City of Grand Island (NSP) provided funds for demolition of deteriorated properties or land where those properties once stood. Both partnerships made way for Habitat home construction. The CRA also provided water lines to an area where we completed four homes.

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

Audited financial statements are available upon request.

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

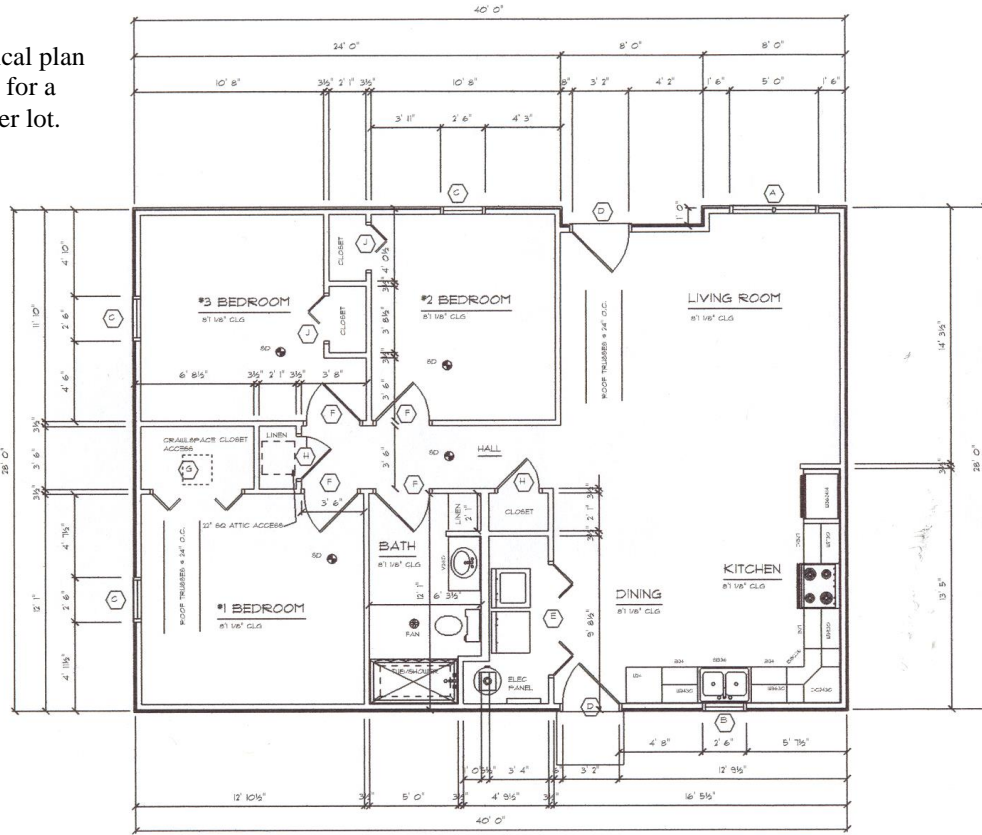
The chart below shows estimated project costs as submitted to Habitat by the property owner. Estimates were obtained from reputable businesses.

| | |
|------------------------------|---------------|
| COST ESTIMATE | 11/25/2013 |
| Superior and 8th Street Lots | |
| | |
| LAND | |
| Land Cost | \$ 68,000.00 |
| Plat Fees | \$ 940.00 |
| | |
| INFRASTRUCTURE | |
| Sanitary Sewer | \$ 18,600.00 |
| Grading | \$ 12,000.00 |
| Seeding | \$ 2,000.00 |
| Silt Fence | \$ 500.00 |
| Tree Removal | \$ 1,000.00 |
| TV Fees | \$ 265.00 |
| Construction Services | \$ 3,000.00 |
| Setting Lot Pins | \$ 500.00 |
| Staking | \$ 800.00 |
| | |
| Subtotal | \$ 107,605.00 |
| Contingency | \$ 5,380.25 |
| Total | \$ 112,985.25 |

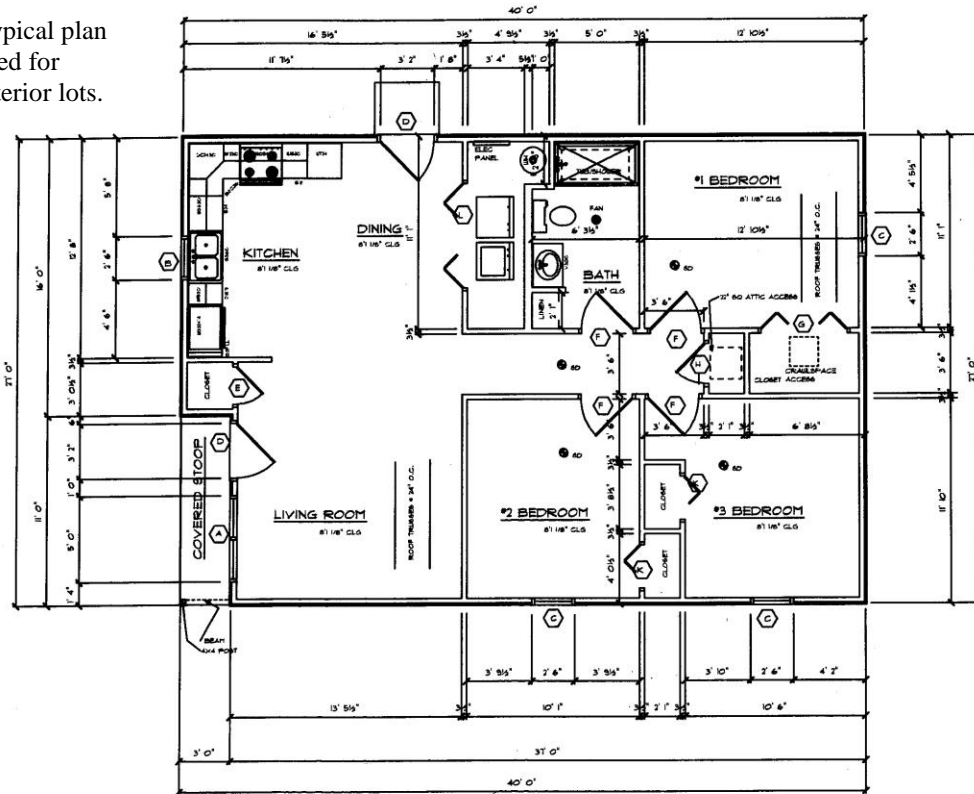
The budget below represents construction costs for a standard three bedroom home built in 2013. The number of bedrooms is based on the number of people in the household. Since families for the homes have not yet been selected, there is the chance that one or more of the homes may need to be larger. Costs to build would increase over time, as would construction costs and property values on a larger home.

| Construction Budget | Cost |
|--|-------|
| Three-Bedroom Habitat for Humanity Home | |
| Permits/Curb Cut/Site Prep | 950 |
| Pre-construction Total | 950 |
| | |
| Contract Labor | |
| Drywall Finishing | 1200 |
| Gutters | 700 |
| Floor Covering | 2300 |
| Heating/Venting | 4200 |
| Plumbing | 6000 |
| Termite Control | 325 |
| Construction Supervisor/Manager Stipends | 3100 |
| Electrical | 1250 |
| Landscaping | 2400 |
| Contract Labor (other) | 375 |
| Contract Labor Total | 21850 |
| | |
| Materials/Supplies | |
| Lumber & Building Materials | 18000 |
| Insulation | 1200 |
| Electrical Supplies/Lights | 4000 |
| Masonry/Concrete | 4200 |
| Paint | 400 |
| Doors, Trim & Cabinets | 5850 |
| Windows | 1500 |
| Appliances | 1500 |
| Materials/Supply Total | 36650 |
| | |
| Indirect Construction Costs | |
| Administration | 4000 |
| Public Works | 200 |
| Sanitation/Garbage | 500 |
| Utilities during construction | 150 |
| Indirect Costs Total | 4850 |
| | |
| Total Costs | 64300 |

Typical plan used for a corner lot.



Typical plan used for interior lots.





Above: Typical three bedroom home on a corner lot.



Right: Typical three bedroom home on an interior lot. Note – NSP funds were used to tear down the garage in the background to make way for the home next door.

Bottom: A four bedroom home on a corner lot where CRA provided water lines.



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

RESOLUTION NO. 167

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

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Passed and approved this 12 day of February, 2014.

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

By Glen A. Munnery
Chairperson

ATTEST:

ChMA
Secretary

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

RESOLUTION NO. 168

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

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

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

Passed and approved this 12 day of February, 2014.

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

By Glen A. Murray
Chairperson

ATTEST:

[Signature]
Secretary

Resolution Number 2014-04

HALL COUNTY REGIONAL PLANNING COMMISSION

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

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

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

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

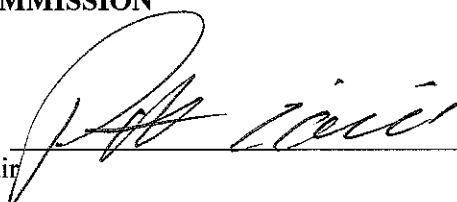
Section 1. The Commission hereby recommends approval of the Redevelopment Plan.

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

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

DATED: March 5, 2014.

HALL COUNTY REGIONAL PLANNING COMMISSION

By: 
Chair

ATTEST:

By: Leslie E. Ruge
Secretary

REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the _____th day of _____, 2014, by and between the Community Redevelopment Authority of the City of Grand Island, Nebraska (“**Authority**”), and Grand Island Habitat for Humanity, a corporation (“**Redeveloper**”).

WITNESSETH:

WHEREAS, the City of Grand Island, Nebraska (the “**City**”), in furtherance of the purposes and pursuant to the provisions of Section 12 of Article VIII of the Nebraska Constitution and Sections 18-2101 to 18-2154, Reissue Revised Statutes of Nebraska, 2012, as amended (collectively the “**Act**”), has designated an area in the City as blighted and substandard; and

WHEREAS, Authority and Redeveloper desire to enter into this Redevelopment Contract for acquisition and redevelopment of a parcel in the blighted and substandard area;

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Contract, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

“**Act**” means Section 12 of Article VIII of the Nebraska Constitution, Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, 2012, as amended, and acts amendatory thereof and supplemental thereto

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

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

“**Governing Body**” means the Mayor and City Council of the City.

“Holder” means the holder of TIF indebtedness issued by the Authority from time to time outstanding.

“Liquidated Damages Amount” means the amounts to be repaid to Authority by Redeveloper pursuant to Section 6.02 of this Redevelopment Contract.

“Project” means the improvements to the Redevelopment Area, as fully described in application of the Redeveloper to the Authority for assistance and the Redevelopment Plan Amendment, related to the application, approved by the Governing Body incorporated herein by reference and, as used herein, shall include the rehabilitation costs to the existing commercial building on a portion of the Redevelopment Area real estate.

“Project Costs” means only costs or expenses incurred by Redeveloper for the purposes set forth in §18-2103 (a) through (f), inclusive, of the Act as identified on Exhibit C.

“Redeveloper” means Grand Island Habitat for Humanity, a corporation.

“Redevelopment Area” means that certain real property situated in the City of Grand Island, Hall County, Nebraska, which has been declared blighted and substandard by the City pursuant to the Act, and which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

“Redevelopment Contract” means this redevelopment contract between the Authority and Redeveloper with respect to the Project.

“Redevelopment Plan” means the Amended Redevelopment Plan for the Redevelopment Area related to the Project, prepared by the Authority and approved by the City pursuant to the Act.

“Resolution” means the Resolution of the Authority, as supplemented from time to time, approving this Redevelopment Contract and the issuance of the TIF Indebtedness.

“TIF Indebtedness” means the note incurred by the Authority pursuant to Article III hereof and secured in whole or in part by TIF Revenues, as shown on attached Exhibit B.

“TIF Revenues” means incremental ad valorem taxes generated by the Project which are allocated to and paid to the Authority pursuant to the Act.

Section 1.02 Construction and Interpretation.

The provisions of this Redevelopment Contract shall be construed and interpreted in accordance with the following provisions:

- (a) Wherever in this Redevelopment Contract it is provided that any person may do or perform any act or thing the word “may” shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be

obligated, to do and perform any such act or thing.

(b) The phrase “at any time” shall be construed as meaning “at any time or from time to time.”

(c) The word “including” shall be construed as meaning “including, but not limited to.”

(d) The words “will” and “shall” shall each be construed as mandatory.

(e) The words “herein,” “hereof,” “hereunder,” “hereinafter” and words of similar import shall refer to the Redevelopment Contract as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.

(f) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.

(g) The captions to the sections of this Redevelopment Contract are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

ARTICLE II

REPRESENTATIONS

Section 2.01 Representations by Authority.

The Authority makes the following representations and findings:

(a) The Authority is a duly organized and validly existing Community Redevelopment Authority under the Act.

(b) The Redevelopment Plan has been duly approved and adopted by the City pursuant to Section 18-2109 through 18-2117 of the Act.

(c) The Authority deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper as specified herein.

(d) The Redevelopment Project will achieve the public purposes of the Act by, among other things, increasing employment, improving public infrastructure, increasing the tax base, and lessening conditions of blight and substandard in the Redevelopment Area.

(e) (1) The Redevelopment Plan is feasible and in conformity with the general plan for the development of the City as a whole and the plan is in conformity with the legislative declarations and determinations set forth in the Act, and

(2) Based on Representations made by the Redeveloper:

(i) the Project would not be economically feasible without the use of tax-increment financing,

(ii) the Project would not occur in the Redevelopment Area without the use of tax-increment financing, and

(iii) the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the Authority and have been found to be in the long-term best interest of the community impacted by the Project.

(f) The Authority has determined that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development: including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations, or conditions of blight.

Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

(a) The Redeveloper is a corporation, having the power to enter into this Redevelopment Contract and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Contract.

(b) The execution and delivery of the Redevelopment Contract and the consummation of the transactions therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment

Contract or, except as disclosed in writing to the Authority, as in any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Any financial statements of the Redeveloper or its Members delivered to the Authority prior to the date hereof are true and correct in all respects and fairly present the financial condition of the Redeveloper and the Project as of the dates thereof; no materially adverse change has occurred in the financial condition reflected therein since the respective dates thereof; and no additional borrowings have been made by the Redeveloper since the date thereof except in the ordinary course of business, other than the borrowing contemplated hereby or borrowings disclosed to or approved by the Authority.

(e) The Project would not be economically feasible without the use of tax increment financing.

(f) The Project would not occur in the Redevelopment Area without the use of tax-increment financing.

(g) The Redeveloper is an accredited investor as that term is defined for purposes Regulation D, issued pursuant to the Securities Act of 1933, as amended.

(h) The Redeveloper hereby verifies it has been legally obligated to incur the costs set forth on Exhibit C as part of the Project.

ARTICLE III

OBLIGATIONS OF THE AUTHORITY

Section 3.01 Division of Taxes.

In accordance with Section 18-2147 of the Act, the Authority hereby provides that any ad valorem tax on the following real property in the Project described on Exhibit A hereto, for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as set forth in this section. The effective date of this provision shall be January 1, 2015. Said taxes shall be divided as follows:

(a) That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and

(b) That proportion of the ad valorem tax on real property in the Redevelopment Area in excess of such amount (the "Incremental Ad Valorem Tax"), if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by

whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Project shall be paid into the funds of the respective public bodies.

Section 3.02 Issuance of TIF Indebtedness

The Authority shall execute and deliver to the Redeveloper, as Purchaser, at closing, the TIF Indebtedness in substantially the same form as the copy attached hereto as Exhibit B. The purchase price of the TIF Indebtedness shall be offset against the Grant described in Section 3.04 hereof.

The TIF Indebtedness issued pursuant to the provisions of this contract constitutes a limited obligation of the Authority payable exclusively from that portion of the ad valorem real estate taxes mentioned in subdivision (1)(b) of Section 18-2147, R.R.S. Neb. 2012, as levied, collected and apportioned from year to year with respect to certain real estate located within the "Redevelopment Area" The TIF Indebtedness shall not constitute a general obligation of the Authority and the Authority shall be liable for the payment thereof only out of said portion of taxes as described in this paragraph. The TIF Indebtedness shall not constitute an obligation of the State of Nebraska or of the City or the Authority (except for such receipts as have been pledged pursuant to Section 3.03) and neither the State or Nebraska, the Authority nor the City shall be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged pursuant to Section 3.03). Neither the members of the Authority's governing body nor any person executing the TIF Indebtedness shall be liable personally on the TIF Indebtedness by reason of the issuance thereof. The Authority's obligation to the holder of the TIF Indebtedness shall terminate, in all events no later than 15 years from the effective date set forth in Section 3.01 hereof.

Section 3.03 Pledge of TIF Revenues.

The Authority hereby pledges 100% of the annual TIF Revenues as security for the TIF Indebtedness.

Section 3.04 Grant of Proceeds of TIF Indebtedness.

From the proceeds of the TIF indebtedness incurred as described on Exhibit B, the Authority shall grant the following sums to the following entities, to wit: 100% to the Redeveloper for Project Costs.

Notwithstanding the foregoing, the amount of the grant shall not exceed the amount of Project Costs certified pursuant to Section 4.02. The grants shall be paid to the Redeveloper upon certification that the Redeveloper has incurred or is obligated to incur such Project Costs which include supporting documentation requested by Authority from time to time.

Section 3.05 Creation of Fund.

The Authority will create a special fund to collect and hold the TIF Revenues. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Sections 3.02 above.

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project; Insurance.

(a) Redeveloper will complete the Project and install all infrastructure, improvements, buildings, fixtures, equipment and furnishings necessary to operate the Project. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Project. Until construction of the Project has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the Authority as to the actual progress of Redeveloper with respect to construction of the Project. Promptly after completion by the Redeveloper of the Project, the Redeveloper shall furnish to the Authority a Certificate of Completion. The certification by the Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Contract with respect to the obligations of Redeveloper and its successors and assigns to construct the Project. As used herein, the term "completion" shall mean substantial completion of the Project.

(b) Any general contractor chosen by the Redeveloper or the Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations and a penal bond as required by the Act. The City, the Authority and the Redeveloper shall be named as additional insured. Any contractor chosen by the Redeveloper or the Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include "All Risk" insurance for physical loss or damage. The contractor or the Redeveloper, as the case may be, shall furnish the Authority with a Certificate of Insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Authority prior written notice in the event of cancellation of or material change in any of any of the policies.

Section 4.02 Cost Certification.

Redeveloper shall submit to Authority a certification of Project Costs, on or before the issuance of the TIF Indebtedness which shall contain detail and documentation showing the payment or obligation for payment of Project Costs specified on the attached Exhibit C in an amount at least equal to the grant to Redeveloper pursuant to Section 3.05.

Section 4.03 Costs.

Redeveloper shall pay the Authority the following sums on execution of this agreement:

- a. \$1,250 for legal expenses of Authority
- b. \$1,000 for City administrative accounting of incremental tax payments.
- c. \$600 for Authority administrative fees.

Redeveloper understands that the law firm assisting with the issuance of the TIF Indebtedness represents the Authority and not the Redeveloper.

Section 4.04 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as any TIF Indebtedness is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

Section 4.05 Pay Real Estate Taxes.

Redeveloper intends to create a taxable real property valuation of the Redevelopment Area and Project of Four Hundred Fifty Five Thousand Dollars (\$455,000) no later than January 1, 2016. During the period that any TIF Indebtedness is outstanding, neither the Redeveloper, nor its assigns, will convey the Redevelopment Area on structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes; nor allow real estate taxes and assessments levied on the Redevelopment Area and Project to become delinquent during the term that any TIF Indebtedness is outstanding.. During the period that any TIF indebtedness is outstanding against the premises, the Redeveloper will not: (1) file a protest seeking to obtain a reduction on the real estate property valuation on the premises; or (2) file an application with the Hall County Assessor for Homestead Exemption on the premises. This covenant shall run with the land and be binding upon the Buyer and any successors or assigns during the period that any such TIF indebtedness is outstanding.

Section 4.07 Assignment or Conveyance.

Any assignment or conveyance of the any portion of the Redevelopment, the Project or any interest therein prior to the termination of the 15 year period commencing on the effective date specified in Section 3.01 hereof Area by the Redeveloper shall be subject to the terms and conditions of this Redevelopment Contract.

Section 4.08 Purchase of TIF Indebtedness.

The Redeveloper shall purchase the TIF Indebtedness at 100% of the principal amount thereof upon issuance of such debt. The Authority offset such purchase against the grant

provided in Section 3.04 hereof.

Section 4.09 Penal Bond.

The Redeveloper shall execute a penal bond for the Project with good and sufficient surety to be approved by the Authority meeting the requirements of Section 18-2151, Reissue Revised Statutes of Nebraska, as amended, on or prior to its execution of this Contract.

Section 4.10 Immigration Status.

Redeveloper agrees that any contractor providing services on the Project site will utilize the federal immigration verification system, as defined in Section 4-114, Reissue Revised Statutes of Nebraska, (2012), to determine the work eligibility status of new employees physically performing services on the Project.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Redeveloper shall pay all Project Costs and any and all other costs related to the Redevelopment Area and the Project which are in excess of the amounts paid from the proceeds of the TIF Indebtedness granted to Redeveloper. Prior to issuance of the TIF Indebtedness, Redeveloper shall provide Authority with evidence satisfactory to the Authority that private funds have been committed to the Redevelopment Project in amounts sufficient to complete the Redevelopment Project. Redeveloper shall timely pay all costs, expenses, fees, charges and other amounts associated with the Project.

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of Authority and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Contract or any of its terms or conditions, by any party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Contract shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this

Redevelopment Contract, including, but not limited to, proceedings to compel specific performance by the party failing to perform on in breach of its obligations.

Section 6.02 Additional Remedies of Authority

In the event that:

(a) The Redeveloper, on successor in interest, shall fail to complete the construction of the Project on or before January 1, 2016, or shall abandon construction work for any period of 90 days,

(b) The Redeveloper, on successor in interest, shall fail to pay real estate taxes or assessments on the Redevelopment Area on any part thereof or payments in lieu of taxes pursuant to Section 4.07 when due; or

(c) There is, in violation of Section 4.08 of this Redevelopment Contract, and such failure or action by the Redeveloper has not been cured within 30 days following written notice from Authority, then the Redeveloper shall be in default of this Redevelopment Contract.

In the event of such failure to perform, breach or default occurs and is not cured in the period herein provided, the parties agree that the damages caused to the Authority would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to Redeveloper pursuant to Section 3.04 of this Redevelopment Contract, less any reductions in the principal amount of the TIF Indebtedness, plus interest on such amounts as provided herein (the “**Liquidated Damages Amount**”). The Liquidated Damages Amount shall be paid by Redeveloper to Authority within 30 days of demand from Authority.

Interest shall accrue on the Liquidated Damages Amount at the rate of one percent (1%) over the prime rate as published and modified in the Wall Street Journal from time to time and interest shall commence from the date that the Authority gives notice to the Redeveloper demanding payment.

Payment of the Liquidated Damages Amount shall not relieve Redeveloper of its obligation to pay real estate taxes or assessments with respect to the Project.

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

In the event the Redeveloper fails to perform any other provisions of this Redevelopment Contract (other than those specific provisions contained in Section 6.02), the Redeveloper shall be in default. In such an instance, the Authority may seek to enforce the terms of this Redevelopment Contract or exercise any other remedies that may be provided in this Redevelopment Contract or by applicable law; provided, however, that the default covered by this Section shall not give rise to a right or rescission on termination of this Redevelopment Contract, and shall not be covered by the Liquidated Damages Amount.

Section 6.04 Forced Delay Beyond Party's Control.

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

Section 6.05 Limitations of Liability; Indemnification.

Notwithstanding anything in this Article VI or this Redevelopment Contract to the contrary, neither the City, the Authority, nor their officers, directors, employees, agents nor their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The sole obligation of the Authority under this Redevelopment Contract shall be the issuance of the TIF Indebtedness and granting of a portion of the proceeds thereof to Redeveloper, as specifically set forth in Sections 3.02 and 3.04. The obligation of the City and Authority on any TIF Indebtedness shall be limited solely to the payment of the TIF Revenues on the TIF Indebtedness. Specifically, but without limitation, neither the City or Authority shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. The Redeveloper releases the City and Authority from, agrees that neither the City or Authority shall be liable for, and agrees to indemnify and hold the City and Authority harmless from any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project.

The Redeveloper will indemnify and hold each of the City and Authority and their directors, officers, agents, employees and member of their governing bodies free and harmless from any loss, claim, damage, demand, tax, penalty, liability, disbursement, expense, including litigation expenses, attorneys' fees and expenses, or court costs arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about the Project during the term of this Redevelopment Contract or arising out of any action or inaction of Redeveloper, whether on not related to the Project, or resulting from or in any way connected with specified events, including the management of the Project, or in any way related to the enforcement of this

Redevelopment Contract or any other cause pertaining to the Project.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Notice Recording.

This Redevelopment Contract or a notice memorandum of this Redevelopment Contract may be recorded with the County Register of Deeds in which the Redevelopment Area is located.

Section 7.02 Governing Law.

This Redevelopment Contract shall be governed by the laws of the State of Nebraska, including but not limited to the Act.

Section 7.03 Binding Effect; Amendment.

This Redevelopment Contract shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Contract shall run with the Redevelopment Area. The Redevelopment Contract shall not be amended except by a writing signed by the party to be bound.

Section 7.04 Third Party Enforcement.

The provisions of this Redevelopment Contract which obligate the Redeveloper shall inure to the benefit of the holder of the TIF Indebtedness, the Hall County Assessor, the City and the Authority, any of whom may, but are not obligated to enforce the terms of this Redevelopment Contract in a court of law.

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

ATTEST:

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA

By: _____
Chairman

By: _____
Secretary

Grand Island Habitat for Humanity

President

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

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

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, President of Grand Island Habitat for Humanity, on behalf of the company.

Notary Public

EXHIBIT A
DESCRIPTION OF REDEVELOPMENT AREA

A-1

EXHIBIT B

FORM OF TIF INDEBTEDNESS

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (1933 ACT) AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT HERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND (THE AUTHORITY) PRIOR TO SUCH TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION, AN OPINION OF COUNSEL, SATISFACTORY TO THE AUTHORITY TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF HALL

TAX INCREMENT REVENUE NOTE OF THE COMMUNITY
AUTHORITY OF THE CITY
OF GRAND ISLAND, NEBRASKA
(HABITAT FOR HUMANITY PROJECT)

| <u>Principal Amount</u> | <u>Interest Rate Per Annum</u> | <u>Final Maturity Date</u> |
|-------------------------|--------------------------------|----------------------------|
| \$122,985 | 0.00% | December 31, 2029 |

KNOW ALL PERSONS BY THESE PRESENTS: That the Community Redevelopment Authority of the City of Grand Island, Nebraska, hereby acknowledges itself to owe and for value received promises to pay, but only from the sources herein designated, to the registered holder hereof, the principal sum shown above in lawful money of the United States of America with such principal sum to become due on the maturity date set forth above, with interest at the rate of zero percent [0.00%] per annum on the unpaid balance. This Note is due and payable in full on December 31, 2029. This Note shall also be subject to mandatory partial redemption, without notice, on each June 1 and December 1, ("Payment Date") beginning June 1, 2015, from all funds available in the Debt Service Fund established by the Grand Island City Treasurer for the tax increment revenues pledged to payment of this Note, rounded down to the nearest one hundred dollars (which funds are referred to in this Note as "Available Funds"). Available Funds shall be applied to the prepayment of principal on each payment date and shall be remitted to the registered owner of the Note. The payment of principal due upon the final maturity is payable

upon presentation and surrender of this Note to the Treasurer of said Authority, as Paying Agent and Registrar for said Authority, at the offices of the Community Redevelopment Authority of the City of Grand Island at City Hall, in Grand Island, Nebraska. The payments of mandatory partial redemption of principal on each payment date (other than at final payment) will be paid when due by a check or draft mailed by said Paying Agent and Registrar to the registered owner of this Note, as shown on the books or record maintained by the Paying Agent and Registrar, at the close of business on the last business day of the calendar month immediately preceding the calendar month in which the payment date occurs, to such owner's address as shown on such books and records.

The Authority, however, reserves the right and option of prepaying principal of this Note, in whole or in part, from any available sources at any time at the principal amount thereof. Notice of any such optional prepayment shall be given by mail, sent to the registered owner of this Note at said registered owner's address. The principal of this Note shall be subject to mandatory redemptions made in part on any payment date, as set forth in this Note, from available funds without any requirement for notice.

This Note is the single Note in the total principal amount of One Hundred Twenty Two Thousand Nine Hundred Eight Five and no one hundredths Dollars (\$122,985.00) issued by the Authority for the purpose of paying the costs of redevelopment of certain real estate located in the City of Grand Island, as designated in that redevelopment plan amendment recommended by the Authority and approved by the City Council of the City of Grand Island, Nebraska, (the "Plan"), all in compliance with Article 21 of Chapter 18, Reissue Revised Statutes of Nebraska, 2012, as amended, and has been duly authorized by resolution passed and approved by the governing body of the Authority (the "Resolution").

This Note constitutes a limited obligation of the Authority payable exclusively from that portion of the ad valorem real estate taxes mentioned in subdivision (1)(b) of Section 18-2147, R.R.S. Neb. 2012, as levied, collected and apportioned from year to year with respect to certain real estate located within the "Project" (as defined in the Redevelopment Contract). Pursuant to Section 18-2150, R.R.S. Neb. 2012, said portion of taxes has been pledged for the payment of this Note, as the same become subject to mandatory redemption. This Note shall not constitute a general obligation of the Authority and the Authority shall be liable for the payment thereof only out of said portion of taxes as described in this paragraph. This Note shall not constitute an obligation of the State of Nebraska or of the City or Grand Island (except for such receipts as have been pledged pursuant to Section 18-2150 R.R.S. Neb. 2012) and neither the State or Nebraska nor the City of Grand Island shall be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged pursuant to Section 18-2150 R.R.S. Neb. 2012). Neither the members of the Authority's governing body nor any person executing this Note shall be liable personally on this Note by reason of the issuance hereof.

This Note is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender of this Note for notation of transfer as provided on the reverse hereof and subject to the conditions provided for established by the Authority. The Authority, the Paying Agent and Registrar and any other

person may treat the person whose name this Note is registered as the absolute owner hereof for the purposes of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this Note be overdue or not.

THIS NOTE MAY ONLY BE TRANSFERRED TO PERSONS OR ENTITIES DELIVERING AN INVESTMENT LETTER TO THE PAYING AGENT AND REGISTRAR CONFORMING TO REQUIREMENTS ESTABLISHED BY THE AUTHORITY.

If the day for payment of the principal of this Note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Grand Island, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

THE PRINCIPAL AND INTEREST DUE ON THIS NOTE SHALL BE REDUCED TO ZERO AFTER ALL AVAILABLE FUNDS PLEDGED TO THIS NOTE HAVE BEEN PAID TO THE HOLDER HEREOF REGARDLESS OF WHETHER SUCH PAYMENTS ARE SUFFICIENT TO AMORTIZE THE ORIGINAL PRINCIPAL AND INTEREST HEREON. "AVAILABLE FUNDS" IN THIS REGARD SHALL MEAN ALL INCREMENTAL AD VALOREM TAXES RELATED TO THE PROJECT WHICH BECOME DUE PRIOR TO JANUARY 1, 2030.

IN WITNESS WHEREOF, the Chair and Secretary of the Community Redevelopment Authority of the City of Grand Island have caused this Note to be executed on behalf of said Authority by being signed by the Chair and Secretary and by causing the official seal of said Authority to be affixed hereto, all as of the date of issue shown above.

Delivered this ___th day of _____, 2014.

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA

:

By: _____
Chair

ATTEST:

By: _____
Secretary

PROVISION FOR REGISTRATION

The ownership of this Note shall be registered as to both principal and interest on the books and records of the Community Redevelopment Authority of the City of Grand Island, Nebraska, kept by the Paying Agent and Registrar identified in the foregoing Note, who shall make notation of such registration in the registration blank below, and the transfer of this Note may thereafter be registered only upon an assignment duly executed by the registered owner or such owner’s attorney or legal representative, in such form as shall be satisfactory to said Paying Agent and Registrar, such registration of transfer to be made on such books and endorsed hereon by said Paying Agent and Registrar

| Date of Registration | Name of Registered Owner | Signature of Paying Agent and Registrar |
|----------------------|-----------------------------------|---|
| _____, 2014 | Grand Island Habitat for Humanity | |
| | | |
| | | |
| | | |

B- 1

EXHIBIT C

PROJECT COSTS

All Project Costs payable from the proceeds of TIF indebtedness pursuant to the Act including:

1. Site acquisition
2. Demolition & site preparation
3. Authority costs
4. Curb cut and right of way improvements
5. Plan preparations, survey and engineering
6. Utility extensions



City of Grand Island

Tuesday, March 25, 2014

Council Session (Corrected)

Item E-2

**Public Hearing on Amendment to the Redevelopment Plan for
CRA Area 2 located at 3051 South Locust Street**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP
Meeting: March 25, 2014
Subject: Amendment to Redevelopment Plan for CRA Area #2
Item #'s: E-2 & I-3
Presenter(s): Chad Nabity, AICP CRA Director

Background

In 1999, the Grand Island City Council declared property referred to as CRA Area #2 as blighted and substandard and approved a generalized redevelopment plan for the property. The generalized redevelopment plan authorized the use of Tax Increment Financing (TIF) for the acquisition of property, redevelopment of property, site preparation including demolition, landscaping and parking. TIF can also be used for improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage.

Heritage Hospitality Inc., as the developer has submitted a proposed amendment to the redevelopment plan that would provide for site acquisition, necessary clearance, sitework and planning activities and the subsequent construction of a 59 room Mainstay Suites Extended Stay Hotel at 3051 South Locust Street, in Grand Island, Nebraska, Lot 1 of the Vanosdall Subdivision in the City of Grand Island.

The CRA reviewed the proposed development plan on February 12, 2014 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on March 5, 2014. The CRA also sent notification to the City Clerk of their intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on March 5, 2014. The Planning Commission approved Resolution 2014-05 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island.

Discussion

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

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #2 and authorizes the CRA to execute a contract for TIF based on the plan amendment. The redevelopment plan amendment permits site acquisition, site work, clearance and extension of utilities and subsequent construction of a 59 unit Mainstay Suites Extended Stay Hotel at 3051 South Locust Street in Grand Island, Nebraska. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for an eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. There is \$479,685 of identified expenses eligible for TIF with the proposed redevelopment plan amendment. The bond for this project will be issued for a period of 15 years and will end upon final payment of the bond principal and any associated interest.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the resolution as submitted.

**Redevelopment Plan Amendment
Grand Island CRA Area #2
February 2014**

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area #2 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific infrastructure related project in Area #2.

**Executive Summary:
Project Description**

THE ACQUISITION OF PROPERTY AND CONSTRUCTION OF A 59 ROOM MAINSTAY SUITES EXTENDED STAY HOTEL AT 3051 SOUTH LOCUST STREET AND THE SUBSEQUENT SITE WORK, UTILITY, ENGINEERING, LANDSCAPING AND PARKING IMPROVEMENTS NECESSARY FOR THE CONSTRUCTION OF A HOTEL AT THIS LOCATION.

The developer intends to use Tax Increment Financing to aid in acquisition of property and necessary site and public infrastructure improvements to construct a hotel on this site.

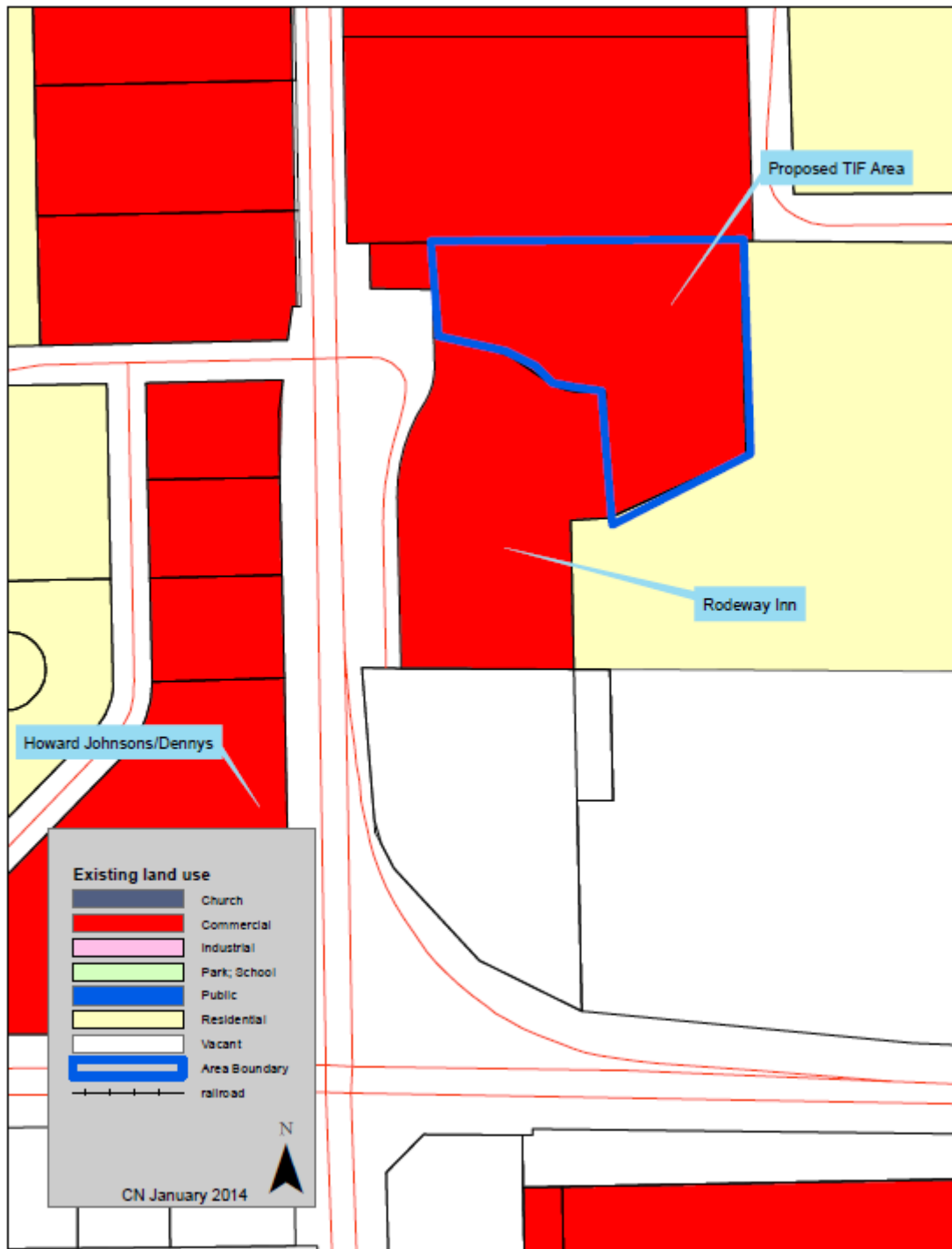
The site has been acquired by the developer. All site work, demolition and utilities will be paid for by the developer. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the acquisition, site work and necessary infrastructure. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2015 towards the allowable costs and associated financing for the acquisition and site work.

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

Property Description (the “Redevelopment Project Area”)

This property is located north and east of the intersection of South Locust Avenue and U.S. Highway 34 (Husker Highway) in southern Grand Island. The attached map identifies the subject property and the surrounding land uses:

- **Legal Description:** Lot 1 of Vanosdall Subdivision in Grand Island, Hall County Nebraska.



Existing Land Use Map

The tax increment will be captured for the tax years the payments for which become delinquent in years 2016 through 2030 inclusive.

The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from the construction of a new hotel at this location.

Statutory Pledge of Taxes.

Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in the Redevelopment Project Area shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be January 1, 2015.

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

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

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

Redevelopment Plan Amendment Complies with the Act:

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

1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on September 13, 1999. [§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.

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

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

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

a. Land Acquisition:

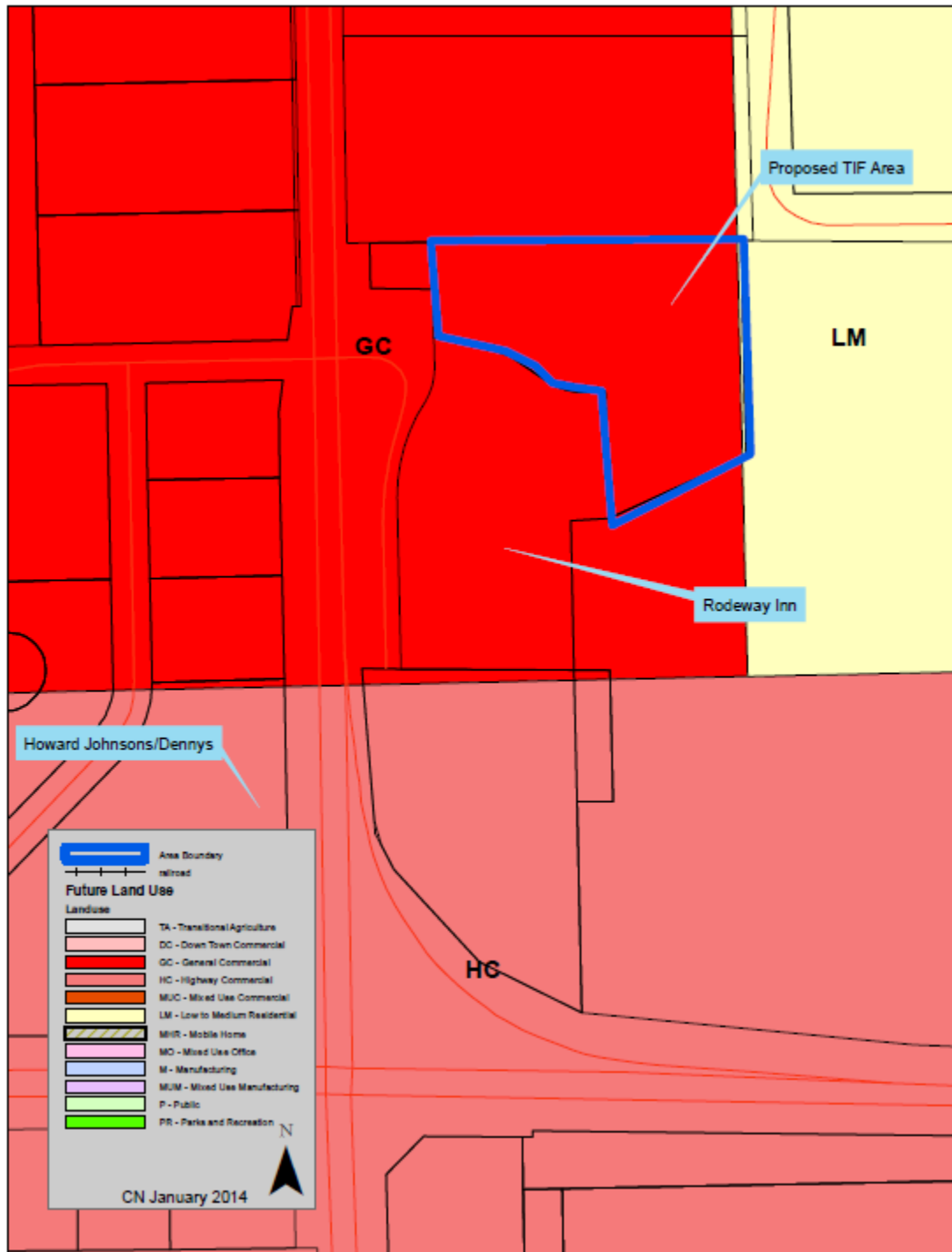
The Redevelopment Plan for Area #2 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority. The Applicant for the Tax Increment Financing will be acquiring the property for \$208,000

b. Demolition and Removal of Structures:

The project to be implemented with this plan amendment does not call for the demolition and removal of any existing structures.

c. Future Land Use Plan

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



City of Grand Island Future Land Use Map

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

The area is zoned B2-AC General Business zone with an Arterial Commercial Overlay. No zoning changes are anticipated with this project. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. The proposed use as a hotel is permitted in the B2-AC zoning district. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use

The developer is proposing construct a new hotel as a conforming structure and use in the B2-AC zoning district. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

This site has full service to municipal utilities. No utilities would be impacted by the development.

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

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

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

This property is currently vacant with no structures. No individuals or families will be relocated as a result of this project.[§18-2103.02]

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

Tom Gdowski a member of the Grand Island Community Redevelopment Authority is President of Equitable Bank of Grand Island. Equitable Bank is providing the financing for this project and Mr. Gdowski could benefit from this transaction. Barry Sandstrom a member of the Grand Island Community Redevelopment Authority is President of Home Federal Bank of Grand Island. Home Federal will likely enter into a participation agreement with Equitable bank for this project.

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

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

The property will be purchased for \$208,000. Costs for site work and preparation is estimated at \$169,195. Planning activities related to this development are estimated at \$94,588. Legal fees and City fees are estimated at \$7,902. The total estimated costs of eligible activities are \$479,685.

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

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

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$479,685 from the proceeds of the TIF Indebtedness issued by the Authority. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2015 through December 31, 2030.

c. Statement of feasible method of relocating displaced families.

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

7. Section 18-2113 of the Act requires:

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

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan, in that it will allow for the utilization of and redevelopment of commercial lots. This will not significantly impact traffic on at the intersection of South Locust and U.S. Highway 34. New commercial development will raise property values and provide a stimulus to keep surrounding properties properly maintained. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions.

8. Time Frame for Development

Development of this project (including demolition, site preparation and new construction) is anticipated to be completed between May 2014 and May of 2015. Excess valuation should be available for this project for 15 years beginning with the 2015 tax year. It is anticipated that the TIF indebtedness for this project will be repaid in a period of less than 10 years.

9. Justification of Project

The South Locust Corridor is a major entrance for the City of Grand Island from Interstate 80. The Heartland Events Center, the State Fair Park and associated buildings and other attractions are all located along South Locust. The South Locust Business Improvement District and City of Grand Island have spent a considerable amount of money on landscaping and aesthetic treatments along this corridor. The City has codified those improvements as development occurs south of the U.S. 34 and Locust. The Grand Island CRA has invested more than \$500,000 in the property located on the east side of South Locust south of this project. This is a gateway to the community and for many people from outside the area is what they will use to judge our City. The opportunity to partner with owners of properties along this corridor as they develop and invest in their projects is important to making those favorable first impressions.

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

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

The redevelopment project area currently has an estimated valuation of \$351,390. The proposed final value of this facility will result in an estimated additional \$3,602,329 of taxable valuation based on an analysis by the Hall County Assessor's office. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off.

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

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

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

The proposed facility will provide jobs for persons employed by the contractors that will be involved with the project. It will result in a new national chain hotel along the South Locust corridor.

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

This may create additional demand for service employees in the Grand Island area and could impact other hotels.

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

This will improve the southern entrance into the City of Grand Island. The additional rooms will provide rental space for people staying here for the State Fair and similar activities. Grand Island does not currently have a modern extended stay hotel so this should meet an existing need within the market place without negatively impacting other hotels that cater to more transitory clientele

Time Frame for Development

Development of this project is anticipated to be completed during between May 1, 2014 and May 1 of 2015. The base tax year should be calculated on the value of the property as of January 1, 2014. Excess valuation should be available for this project for 15 years beginning in 2016 with the taxes due for the 2015 tax year. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years or an amount not to exceed \$479,685 and the interest accrued on the bonds as issued. Based on the estimates of the expenses of the cost of renovation, site preparation, engineering, expenses and fees reimbursed to the City and CRA, and financing fees the developer will spend over \$479,685 on TIF eligible activities.

Building Plans are available in the CRA file

Project Redeveloper Information

Business name: Legacy Hospitality doing business as Mainstay Suites

Address: 3051 S. Locust Street, Grand Island, NE 68801

Telephone: 308-384-1333 Fax No: 308-384-3109

Brief Description of Applicants Business: Grand Island’s Mainstay Suites will be an upscale, 59 room extended stay hotel. Mainstay Suites pride themselves in being welcoming, spacious, and equipped and offer full functioning kitchenette’s which give our guests the opportunity to enjoy a home away from home atmosphere.

Present Ownership Proposed Project Site: 3051 S. Locust Street, Grand Island, NE 68801.

Proposed Project: Building square footage, size of property, description of building’s-materials, etc. Please attach site plan if available. Our facility will consist of a total building area of 32, 712 square feet sitting on 3.005 acres. The building itself will be a three story facility with eifs siding in attractive amber,beige, and mulberry colors with ice cube trim and slate shingles. Please see attached site plan for additional building and material information.

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

Estimated Project Costs:

Acquisition Costs:

| | |
|-----------------------------|---------------------|
| A. Land: <u>(purchased)</u> | <u>\$208,000.00</u> |
| B. Building: <u>(N/A)</u> | <u>\$</u> |

Construction Costs:

| | |
|----------------------------------|-----------------------|
| A. Renovation or Building Costs: | <u>\$2,500,000.00</u> |
| B. On-Site Improvements: | <u>\$</u> |

Soft Costs:

| | |
|--------------------------------------|---------------------|
| A. Architectural & Engineering Fees: | <u>\$60,725.00</u> |
| B. Financing Fees: | <u>\$75,500.00</u> |
| C. Legal/Developer/Audit Fees: | <u>\$7,901.86</u> |
| D. Contingency Reserves: | <u>\$125,000.00</u> |
| E. Other (Please Specify)- | |
| a. General Conditions (See Attached) | <u>\$235,443.94</u> |
| b. Site Work | <u>\$169,195.00</u> |
| c. Franchise Fee | <u>\$20,000.00</u> |

d. Market Study/Performance \$6,550.50
 e. Appraisal \$6,000.00

Total \$706,316.30

Total Estimated Market Value at Completion: \$4,373,613.00

Source of Financing:

A. Developer Equity: \$656,042.003
 B. Commercial Bank Loan: \$3,600,000.00
 C. Tax Credits:
 1. N.I.F.A. \$
 2. Historic Tax Credits \$
 D. Industrial Revenue Bonds: \$
 E. Tax Incremental Assistance: \$
 F. Other: \$

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

Architect- Leon K. Lauver & Associates: 2802 Westview Drives, PO. Box 1207, Norfolk, NE 68702-1207 (p) (402)-371-3333.

General Contractor- Mehring Construction, 3421 State Street, Ste 4, Grand Island, NE 68803 (p) (308)380-0444.

Engineer- Tim Hamilton with Concrete Design: 3858 S. State Highway, Republic, MO 65738 (p) (417)-732-2845.

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

Project Construction Schedule:

Construction Start Date: Approximately April 1, 2014.

Construction Completion Date: Approximately April 1, 2015.

If Phased Project:

_____ 2014 Year _____ 75 % Complete

_____ 2015 Year _____ 25 % Complete

XII. Please Attach Construction Pro Forma

XIII. Please Attach Annual Income & Expense Pro Forma (With appropriate schedules).

TAX INCREMENT FINANCING REQUEST INFORMATION

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

Legacy Hospitality is requesting \$769,316.30 to be utilized for general conditions work, site work, franchise fees, Market Study Performa, the appraisal, NEDCO fee's, Lawyer fee's, and accounting fee's related to the startup of this project. See attached for more information.

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

Tax Increment Financing is necessary for our business to complete the project of bringing the Mainstay Suites into Grand Island at our South Locust Street Location. Our business will contribute to the City of Grand Island's goal of revitalizing the South Locust Street Corridor and will not be feasible without this financing.

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

Milton Motels,LLC, Sandy Milton, 109 E. Ashton Ave, Grand Island,NE, 68801, (p) 308-383-7595, (f) 308-384-3109.

IV. Please Attach Applicants Corporate/Business Annual Financial Statements for the Last Three Years.

Post Office Box 1968
Grand Island, Nebraska 98802-1968
Phone: 308 385-5240
Fax: 308 385-5423
Email: cnabilty@grand-island.com

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

RESOLUTION NO. 169

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

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Passed and approved this 12 day of February, 2014.

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

By Alan A. Murray
Chairperson

ATTEST:

Chia
Secretary

HALL COUNTY REGIONAL PLANNING COMMISSION

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

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

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

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

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

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

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

DATED: March 5, 2014.

HALL COUNTY REGIONAL PLANNING COMMISSION

ATTEST:

By: 
Chair

By: Leslie E. Ruge
Secretary

REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the _____th day of _____, 2014, by and between the Community Redevelopment Authority of the City of Grand Island, Nebraska (“**Authority**”), and Heritage Hospitality, LLC, a limited liability company (“**Redeveloper**”).

WITNESSETH:

WHEREAS, the City of Grand Island, Nebraska (the “**City**”), in furtherance of the purposes and pursuant to the provisions of Section 12 of Article VIII of the Nebraska Constitution and Sections 18-2101 to 18-2154, Reissue Revised Statutes of Nebraska, 2012, as amended (collectively the “**Act**”), has designated an area in the City as blighted and substandard; and

WHEREAS, Authority and Redeveloper desire to enter into this Redevelopment Contract for acquisition and redevelopment of a parcel in the blighted and substandard area;

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Contract, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

“**Act**” means Section 12 of Article VIII of the Nebraska Constitution, Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, 2012, as amended, and acts amendatory thereof and supplemental thereto

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

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

“**Governing Body**” means the Mayor and City Council of the City.

“Holder” means the holder of TIF indebtedness issued by the Authority from time to time outstanding.

“Liquidated Damages Amount” means the amounts to be repaid to Authority by Redeveloper pursuant to Section 6.02 of this Redevelopment Contract.

“Project” means the improvements to the Redevelopment Area, as fully described in application of the Redeveloper to the Authority for assistance and the Redevelopment Plan Amendment, related to the application, approved by the Governing Body incorporated herein by reference and, as used herein, shall include the Redevelopment Area real estate.

“Project Costs” means only costs or expenses incurred by Redeveloper for the purposes set forth in §18-2103 (a) through (f), inclusive, of the Act as identified on Exhibit C.

“Redeveloper” means Heritage Hospitality, LLC, a limited liability company.

“Redevelopment Area” means that certain real property situated in the City of Grand Island, Hall County, Nebraska, which has been declared blighted and substandard by the City pursuant to the Act, and which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

“Redevelopment Contract” means this redevelopment contract between the Authority and Redeveloper with respect to the Project.

“Redevelopment Plan” means the Amended Redevelopment Plan for the Redevelopment Area related to the Project, prepared by the Authority and approved by the City pursuant to the Act.

“Resolution” means the Resolution of the Authority, as supplemented from time to time, approving this Redevelopment Contract and the issuance of the TIF Indebtedness.

“TIF Indebtedness” means the note incurred by the Authority pursuant to Article III hereof and secured in whole or in part by TIF Revenues, as shown on attached Exhibit B.

“TIF Revenues” means incremental ad valorem taxes generated by the Project which are allocated to and paid to the Authority pursuant to the Act.

Section 1.02 Construction and Interpretation.

The provisions of this Redevelopment Contract shall be construed and interpreted in accordance with the following provisions:

- (a) Wherever in this Redevelopment Contract it is provided that any person may do or perform any act or thing the word “may” shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(b) The phrase “at any time” shall be construed as meaning “at any time or from time to time.”

(c) The word “including” shall be construed as meaning “including, but not limited to.”

(d) The words “will” and “shall” shall each be construed as mandatory.

(e) The words “herein,” “hereof,” “hereunder,” “hereinafter” and words of similar import shall refer to the Redevelopment Contract as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.

(f) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.

(g) The captions to the sections of this Redevelopment Contract are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

ARTICLE II

REPRESENTATIONS

Section 2.01 Representations by Authority.

The Authority makes the following representations and findings:

(a) The Authority is a duly organized and validly existing Community Redevelopment Authority under the Act.

(b) The Redevelopment Plan has been duly approved and adopted by the City pursuant to Section 18-2109 through 18-2117 of the Act.

(c) The Authority deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper as specified herein.

(d) The Redevelopment Project will achieve the public purposes of the Act by, among other things, increasing employment, improving public infrastructure, increasing the tax base, and lessening conditions of blight and substandard in the Redevelopment Area.

(e) (1) The Redevelopment Plan is feasible and in conformity with the general plan for the development of the City as a whole and the plan is in conformity with the legislative declarations and determinations set forth in the Act, and

(2) Based on Representations made by the Redeveloper:

(i) the Project would not be economically feasible without the use of tax-increment financing,

(ii) the Project would not occur in the Redevelopment Area without the use of tax-increment financing, and

(iii) the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the Authority and have been found to be in the long-term best interest of the community impacted by the Project.

(f) The Authority has determined that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development: including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations, or conditions of blight.

Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

(a) The Redeveloper is a limited liability company, having the power to enter into this Redevelopment Contract and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Contract.

(b) The execution and delivery of the Redevelopment Contract and the consummation of the transactions therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment

Contract or, except as disclosed in writing to the Authority, as in any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Any financial statements of the Redeveloper or its Members delivered to the Authority prior to the date hereof are true and correct in all respects and fairly present the financial condition of the Redeveloper and the Project as of the dates thereof; no materially adverse change has occurred in the financial condition reflected therein since the respective dates thereof; and no additional borrowings have been made by the Redeveloper since the date thereof except in the ordinary course of business, other than the borrowing contemplated hereby or borrowings disclosed to or approved by the Authority.

(e) The Project would not be economically feasible without the use of tax increment financing.

(f) The Project would not occur in the Redevelopment Area without the use of tax-increment financing.

(g) The Redeveloper is an accredited investor as that term is defined for purposes Regulation D, issued pursuant to the Securities Act of 1933, as amended.

(h) The Redeveloper hereby verifies it has been legally obligated to incur the costs set forth on Exhibit C as part of the Project.

ARTICLE III

OBLIGATIONS OF THE AUTHORITY

Section 3.01 Division of Taxes.

In accordance with Section 18-2147 of the Act, the Authority hereby provides that any ad valorem tax on the following real property in the Project: to wit: Lot 1 of Vanosdall Subdivision in Grand Island, Hall County, Nebraska, for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as set forth in this section. The effective date of this provision shall be January 1, 2015. Said taxes shall be divided as follows:

(a) That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and

(b) That proportion of the ad valorem tax on real property in the Redevelopment Area in excess of such amount (the "Incremental Ad Valorem Tax"), if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money

to, or indebtedness incurred by whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Project shall be paid into the funds of the respective public bodies.

Section 3.02 Issuance of TIF Indebtedness

The Authority will execute and deliver to the Redeveloper, as Purchaser, at closing, the Redevelopment Note in substantially the same form as the copy attached hereto as Exhibit B. The purchase price of the TIF Indebtedness shall be offset against the Grant described in Section 3.04 hereof.

The TIF Indebtedness issued pursuant to the provisions of this contract constitutes a limited obligation of the Authority payable exclusively from that portion of the ad valorem real estate taxes mentioned in subdivision (1)(b) of Section 18-2147, R.R.S. Neb. 2012, as levied, collected and apportioned from year to year with respect to certain real estate located within the "Redevelopment Area" The TIF Indebtedness shall not constitute a general obligation of the Authority and the Authority shall be liable for the payment thereof only out of said portion of taxes as described in this paragraph. The TIF Indebtedness shall not constitute an obligation of the State of Nebraska or of the City or the Authority (except for such receipts as have been pledged pursuant to Section 3.03) and neither the State or Nebraska, the Authority nor the City shall be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged pursuant to Section 3.03). Neither the members of the Authority's governing body nor any person executing the TIF Indebtedness shall be liable personally on the TIF Indebtedness by reason of the issuance thereof. The Authority's obligation to the holder of the TIF Indebtedness shall terminate, in all events no later than 15 years from the effective date set forth in Section 3.01 hereof.

Section 3.03 Pledge of TIF Revenues.

The Authority hereby pledges 100% of the annual TIF Revenues as security for the TIF Indebtedness.

Section 3.04 Grant of Proceeds of TIF Indebtedness.

From the proceeds of the TIF indebtedness incurred as described on Exhibit B, the Authority shall grant the following sums to the following entities, to wit: 100% to the Redeveloper for Project Costs.

Notwithstanding the foregoing, the amount of the grant shall not exceed the amount of Project Costs certified pursuant to Section 4.02. The grants shall be paid to the Redeveloper upon certification that the Redeveloper has incurred or is obligated to incur such Project Costs which include supporting documentation requested by Authority from time to time.

Section 3.05 Creation of Fund.

The Authority will create a special fund to collect and hold the TIF Revenues. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Sections 3.02 above.

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project; Insurance.

(a) Redeveloper will complete the Project and install all infrastructure, improvements, buildings, fixtures, equipment and furnishings necessary to operate the Project. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Project. Until construction of the Project has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the Authority as to the actual progress of Redeveloper with respect to construction of the Project. Promptly after completion by the Redeveloper of the Project, the Redeveloper shall furnish to the Authority a Certificate of Completion. The certification by the Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Contract with respect to the obligations of Redeveloper and its successors and assigns to construct the Project. As used herein, the term "completion" shall mean substantial completion of the Project.

(b) Any general contractor chosen by the Redeveloper or the Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations and a penal bond as required by the Act. The City, the Authority and the Redeveloper shall be named as additional insured. Any contractor chosen by the Redeveloper or the Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include "All Risk" insurance for physical loss or damage. The contractor or the Redeveloper, as the case may be, shall furnish the Authority with a Certificate of Insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Authority prior written notice in the event of cancellation of or material change in any of any of the policies.

Section 4.02 Cost Certification.

Redeveloper shall submit to Authority a certification of Project Costs, on or before the issuance of the TIF Indebtedness which shall contain detail and documentation showing the payment or obligation for payment of Project Costs specified on the attached Exhibit C in an amount at least equal to the grant to Redeveloper pursuant to Section 3.05.

Section 4.03 Costs.

Redeveloper shall pay the Authority the following sums on execution of this agreement:

- a. \$5,000.00 legal fee reimbursement.
- b. \$1000.00 for City Accounting fees.
- c. \$600.00 for Authority administrative fees.

Redeveloper understands that the law firm assisting with the issuance of the TIF Indebtedness represents the Authority and not the Redeveloper.

Section 4.04 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as any TIF Indebtedness is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

Section 4.05 Pay Real Estate Taxes.

Redeveloper intends to create a taxable real property valuation of the Redevelopment Area and Project of Three Million Dollars (\$3,000,000) no later than January 1, 2016. During the period that any TIF Indebtedness is outstanding, neither the Redeveloper, nor its assigns, will (1) file a protest seeking to obtain a real estate property valuation on the Redevelopment Area of less than Three Million Dollars (\$3,000,000) after substantial completion or occupancy; (2) convey the Redevelopment Area or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes; nor (3) allow real estate taxes and assessments levied on the Redevelopment Area and Project to become delinquent during the term that any TIF Indebtedness is outstanding.

Section 4.07 Assignment or Conveyance.

Any assignment or conveyance of the any portion of the Redevelopment Area, the Project or any interest therein prior to the termination of the 15 year period commencing on the effective date specified in Section 3.01 hereof, or until the payment in full of the TIF Indebtedness, whichever occurs first, by the Redeveloper shall be subject to the terms and conditions of this Redevelopment Contract.

Section 4.08 Purchase of TIF Indebtedness.

The Redeveloper shall purchase the TIF Indebtedness at 100% of the principal amount thereof upon issuance of such debt. The Authority offset such purchase against the grant provided in Section 3.04 hereof.

Section 4.09 Penal Bond.

The Redeveloper shall execute a penal bond for the Project with good and sufficient surety to be approved by the Authority meeting the requirements of Section 18-2151, Reissue Revised Statutes of Nebraska, as amended, on or prior to its execution of this Contract.

Section 4.10 Immigration Status.

Redeveloper agrees that any contractor providing services on the Project site will utilize the federal immigration verification system, as defined in Section 4-114, Reissue Revised Statutes of Nebraska, to determine the work eligibility status of new employees physically performing services on the Project.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Redeveloper shall pay all Project Costs and any and all other costs related to the Redevelopment Area and the Project which are in excess of the amounts paid from the proceeds of the TIF Indebtedness granted to Redeveloper. Prior to issuance of the TIF Indebtedness, Redeveloper shall provide Authority with evidence satisfactory to the Authority that private funds have been committed to the Redevelopment Project in amounts sufficient to complete the Redevelopment Project. Redeveloper shall timely pay all costs, expenses, fees, charges and other amounts associated with the Project.

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of Authority and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Contract or any of its terms or conditions, by any party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Contract shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Contract, including, but not limited to, proceedings to compel specific performance by the party failing to perform on in breach of its obligations.

Section 6.02 Additional Remedies of Authority

In the event that:

(a) The Redeveloper, on successor in interest, shall fail to complete the construction of the Project on or before January 1, 2016, or shall abandon construction work for any period of 90 days,

(b) The Redeveloper, on successor in interest, shall fail to pay real estate taxes or assessments on the Redevelopment Area on any part thereof or payments in lieu of taxes pursuant to Section 4.07 when due; or

(c) There is, in violation of Section 4.08 of this Redevelopment Contract, and such failure or action by the Redeveloper has not been cured within 30 days following written notice from Authority, then the Redeveloper shall be in default of this Redevelopment Contract.

In the event of such failure to perform, breach or default occurs and is not cured in the period herein provided, the parties agree that the damages caused to the Authority would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to Redeveloper pursuant to Section 3.04 of this Redevelopment Contract, less any reductions in the principal amount of the TIF Indebtedness, plus interest on such amounts as provided herein (the **“Liquidated Damages Amount”**). The Liquidated Damages Amount shall be paid by Redeveloper to Authority within 30 days of demand from Authority.

Interest shall accrue on the Liquidated Damages Amount at the rate of one percent (1%) over the prime rate as published and modified in the Wall Street Journal from time to time and interest shall commence from the date that the Authority gives notice to the Redeveloper demanding payment.

Payment of the Liquidated Damages Amount shall not relieve Redeveloper of its obligation to pay real estate taxes or assessments with respect to the Project.

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

In the event the Redeveloper fails to perform any other provisions of this Redevelopment Contract (other than those specific provisions contained in Section 6.02), the Redeveloper shall be in default. In such an instance, the Authority may seek to enforce the terms of this Redevelopment Contract or exercise any other remedies that may be provided in this Redevelopment Contract or by applicable law; provided, however, that the default covered by this Section shall not give rise to a right of rescission on termination of this Redevelopment Contract, and shall not be covered by the Liquidated Damages Amount.

Section 6.04 Forced Delay Beyond Party's Control.

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

Section 6.05 Limitations of Liability; Indemnification.

Notwithstanding anything in this Article VI or this Redevelopment Contract to the contrary, neither the City, the Authority, nor their officers, directors, employees, agents nor their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The sole obligation of the Authority under this Redevelopment Contract shall be the issuance of the TIF Indebtedness and granting of a portion of the proceeds thereof to Redeveloper, as specifically set forth in Sections 3.02 and 3.04. The obligation of the City and Authority on any TIF Indebtedness shall be limited solely to the payment of the TIF Revenues on the TIF Indebtedness. Specifically, but without limitation, neither the City or Authority shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. The Redeveloper releases the City and Authority from, agrees that neither the City or Authority shall be liable for, and agrees to indemnify and hold the City and Authority harmless from any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project.

The Redeveloper will indemnify and hold each of the City and Authority and their directors, officers, agents, employees and member of their governing bodies free and harmless from any loss, claim, damage, demand, tax, penalty, liability, disbursement, expense, including litigation expenses, attorneys' fees and expenses, or court costs arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about the Project during the term of this Redevelopment Contract or arising out of any action or inaction of Redeveloper, whether on not related to the Project, or resulting from or in any way connected with specified events, including the management of the Project, or in any way related to the enforcement of this

Redevelopment Contract or any other cause pertaining to the Project.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Notice Recording.

This Redevelopment Contract or a notice memorandum of this Redevelopment Contract shall be recorded with the County Register of Deeds in which the Redevelopment Area is located.

Section 7.02 Governing Law.

This Redevelopment Contract shall be governed by the laws of the State of Nebraska, including but not limited to the Act.

Section 7.03 Binding Effect; Amendment.

This Redevelopment Contract shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Contract shall run with the Redevelopment Area. The Redevelopment Contract shall not be amended except by a writing signed by the party to be bound.

Section 7.04 Third Party Enforcement,

The provisions of this Redevelopment Contract which obligate the Redeveloper shall inure to the benefit of the holder of the TIF Indebtedness, the Hall County Assessor, the City and the Authority, any of whom may, but are not obligated to enforce the terms of this Redevelopment Contract in a court of law.

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

ATTEST:

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA

By: _____
Secretary

By: _____
Chairman

Heritage Hospitality, LLC

Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

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

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
_____, by _____, Managing Member of Heritage Hospitality, LLC, on behalf
of the company.

Notary Public

EXHIBIT A

DESCRIPTION OF REDEVELOPMENT AREA

Lot 1 of Vanosdall Subdivision in Grand Island, Hall County, Nebraska

A-I

EXHIBIT B
FORM OF TIF INDEBTEDNESS

B- 1

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (1933 ACT) AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT HERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND (THE AUTHORITY) PRIOR TO SUCH TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION, AN OPINION OF COUNSEL, SATISFACTORY TO THE AUTHORITY TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF HALL

TAX INCREMENT REVENUE NOTE OF THE COMMUNITY
REDEVELOPMENT AUTHORITY OF THE CITY
OF GRAND ISLAND, NEBRASKA
(MAINSTAY SUITES PROJECT)

Principal Amount
\$479,000.00

Interest Rate Per Annum
4.0%

Final Maturity Date
December 31, 2029

KNOW ALL PERSONS BY THESE PRESENTS: That the Community Redevelopment Authority of the City of Grand Island, Nebraska, hereby acknowledges itself to owe and for value received promises to pay, but only from the sources herein designated, to Mainstay Suites, a Nebraska limited liability company, or order, the principal sum shown above in lawful money of the United States of America with such principal sum to become due on the maturity date set forth above, with interest at the rate of four percent [4.0 %] per annum on the unpaid balance. This Note is due and payable in full on December 31, 2027. This Note is subject to mandatory partial prepayment as provided in the Resolution of the Authority authorizing the issuance of this Note. The payment of principal due upon the final maturity is payable upon presentation and surrender of this Note to the Treasurer of said Authority, as Paying Agent and Registrar for said Authority, at the offices of the Community Redevelopment Authority of the City of Grand Island at City Hall, in Grand Island, Nebraska. The payments of mandatory partial redemption of principal on each payment date (other than at final payment) will be paid when due by a check or draft mailed by said Paying Agent and Registrar to the registered owner of this Note, as shown on the books or record maintained by the Paying Agent and Registrar, at the close of business on the last business day of the calendar month immediately preceding the calendar month in which the payment date occurs, to such owner's address as shown on such books and records.

The Authority, however, reserves the right and option of prepaying principal of this Note, in whole or in part, from any available sources at any time at the principal amount thereof. Notice of any such optional prepayment shall be given by mail, sent to the registered owner of

this Note at said registered owner's address in the manner provided in the resolution authorizing said Note. The principal of this Note shall be subject to mandatory redemptions made in part on any payment date, as set forth in the resolution authorizing the issuance of this Note, from available funds without any requirement for notice. Such optional and mandatory prepayments shall be made upon such terms and conditions as are provided for in the resolution authorizing this Note.

This Note is the single Note in the total principal amount of Four Hundred Seventy Nine Thousand and no one hundredths Dollars (\$479,000.00) issued by the Authority for the purpose of paying the costs of redevelopment of certain real estate located in the City of Grand Island, as designated in that redevelopment plan amendment recommended by the Authority and approved by the City Council of the City of Grand Island, Nebraska, (the "Plan"), all in compliance with Article 21 of Chapter 18, Reissue Revised Statutes of Nebraska, 2012, as amended, and has been duly authorized by resolution passed and approved by the governing body of the Authority (the "Resolution").

This Note constitutes a limited obligation of the Authority payable exclusively from that portion of the ad valorem real estate taxes mentioned in subdivision (1)(b) of Section 18-2147, R.R.S. Neb. 2012, as levied, collected and apportioned from year to year with respect to certain real estate located within the "Project" (as defined in the Resolution). Pursuant to the Resolution and Section 18-2150, R.R.S. Neb. 2012, said portion of taxes has been pledged for the payment of this Note, as the same become subject to mandatory redemption. This Note shall not constitute a general obligation of the Authority and the Authority shall be liable for the payment thereof only out of said portion of taxes as described in this paragraph. This Note shall not constitute an obligation of the State of Nebraska or of the City or Grand Island (except for such receipts as have been pledged pursuant to Section 18-2150 R.R.S. Neb. 2012) and neither the State or Nebraska nor the City of Grand Island shall be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged pursuant to Section 18-2150 R.R.S. Neb. 2012). Neither the members of the Authority's governing body nor any person executing this Note shall be liable personally on this Note by reason of the issuance hereof.

This Note is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender of this Note for notation of transfer as provided on the reverse hereof and subject to the conditions provided for in the resolution authorizing the issuance of this Note. The Authority, the Paying Agent and Registrar and any other person may treat the person whose name this Note is registered as the absolute owner hereof for the purposes of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this Note be overdue or not.

THIS NOTE, UNDER CERTAIN TERMS SET FORTH IN THE RESOLUTION AUTHORIZING ITS ISSUANCE, MAY ONLY BE TRANSFERRED TO PERSONS OR ENTITIES DELIVERING AN INVESTMENT LETTER TO THE PAYING AGENT AND REGISTRAR CONFORMING TO REQUIREMENTS SET FORTH IN SAID RESOLUTION.

If the day for payment of the principal of this Note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Grand Island, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and

things required by law to exist or to be done precedent to and in the issuance of this Note, did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said Authority, including this Note, does not exceed any limitation imposed by law.

IN WITNESS WHEREOF, the Chair and Secretary of the Community Redevelopment Authority of the City of Grand Island have caused this Note to be executed on behalf of said Authority by being signed by the Chair and Secretary and by causing the official seal of said Authority to be affixed hereto, all as of the date of issue shown above.

Delivered this ___th day of _____, 2014.

(SEAL)

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA

:

By: _____
Chair

ATTEST:

By: _____
Secretary

PROVISION FOR REGISTRATION

The ownership of this Note shall be registered as to both principal and interest on the books and records of the Community Redevelopment Authority of the City of Grand Island, Nebraska, kept by the Paying Agent and Registrar identified in the foregoing Note, who shall make notation of such registration in the registration blank below, and the transfer of this Note may thereafter be registered only upon an assignment duly executed by the registered owner or such owner's attorney or legal representative, in such form as shall be satisfactory to said Paying Agent and Registrar, such registration of transfer to be made on such books and endorsed hereon by said Paying Agent and Registrar

| Date of Registration | Name of Registered Owner | Signature of Paying Agent and Registrar |
|----------------------|--------------------------|--|
| | | |
| | | |
| | | |
| | | |

EXHIBIT C
PROJECT COSTS

All Project Costs payable from the proceeds of TIF indebtedness pursuant to the Act including:



City of Grand Island

Tuesday, March 25, 2014

Council Session (Corrected)

Item E-3

Public Hearing on Consideration of Amending Chapter 33 of the Grand Island City Code Relative to Subdivision Regulations – Street Design Standards

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Engineering Division - Public Works Department

Meeting: March 25, 2014

Subject: Changes to Chapter 33 City Code

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

Presenter(s): Chad Nabity AICP, Regional Planning Director
John Collins PE, Public Works Director

Background

This application proposes to amend the Subdivision Ordinance for the City of Grand Island and its 2 mile extra-territorial jurisdiction. Amendments to be considered include changes to the Streets and Alleys section of Chapter 33 and the addition of Addendum "C" Street Cross Sections (C-07-2014GI).

The City of Grand Island Public Works Department has been updating the street typical section drawings to accommodate the streets, storm sewer, and public and private utilities. The attached changes and street cross section typical drawings will be added to Chapter 33 of the Grand Island City Code as Addendum C. The chapter will be modified as follows to eliminate standards that might otherwise conflict with the new cross section typicals. Deletions are shown in ~~strike through~~ and additions are underlined.

March 2013 Public Works engineering staff began revising the City's decades old street standards to modernize them and make it easier for developers to use. A number of meetings were held with both internal and external stakeholders including:

- September 19, 2013 – Public Works, Utilities, Building, Fire, Police & Planning Departments met to open discussions internally
- December 4, 2013 – Public Works Engineering staff met with developers and consultants that have a vested interest
- February 11, 2014 – Public Works, Utilities, Building & Planning Departments met to incorporate developer and consultant comments
- February 20, 2014 – Public Works Engineering staff met with contractors and builders to gather comments

Additionally, input from private utility operations was solicited.

Discussion

The changes to the main part of the Chapter 33 are deletions to eliminate potential conflicts with the proposed Addendum C.

The major changes involve Addendum C. These are proposed pavement cross section typicals. These do include changes for the right-of-way for certain streets, specifications for the placement of pavement and utilities within the right-of-way and adjacent easements, the minimum width and the placement of sidewalks within the right-of-way.

The street section typicals were presented to the Planning Commission at their January meeting for discussion purposes only. Staff has made changes recommended at that meeting and held an additional meeting with Central Nebraska Home Builders after they expressed concerns with some of the proposed changes, especially the proposed sidewalk widths. Only one person from Central Nebraska Home Builders attended the meeting.

This is the first of a series of changes that staff will be undertaking to modernize the Grand Island Subdivision Regulations. These changes reflect changes in construction techniques and materials, and changes in the concerns and expectation of the citizens of Grand Island.

No members of the public spoke in favor or against the proposed changes.

City staff did not recommend any changes to the permitted residential street width with the exception of increasing the 31 foot wide street allowed with Council permission to 32 foot wide as it maximizes the lane mile credits from the state. City staff did recommend increasing the required right of way for the 37 foot residential street from 60 feet to 64 feet and increasing the width of the right of way for commercial streets.

Planning Commission Chairman O'Neill stated he would like to see the narrowing of the width of the standard for a residential street to 32 foot or even 27 foot. He noted that by allowing the smaller streets this could save up to \$6000 per lot; also it would slow down traffic and reduce the city's requirements for storm water runoff.

An ordinance with the proposed changes will be considered at this meeting. Staff is presenting the ordinance with an A and B option. Option A would be as the Planning Commission recommended with a 32 foot standard residential street width and Option B is the recommendation as it was originally presented to the Planning Commission with a 37 foot wide standard residential street width.

By setting standards for developments, this will aid the stakeholders in initial placement of utilities, as well as utility locates in the future.

Alternatives

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

1. Approve the changes to Chapter 33 as presented
2. Deny the changes to Chapter 33 as presented
3. Modify the changes to Chapter 33 to meet the wishes of the Council
4. Table the issue

Recommendation

A motion was made by Bredthauer and was seconded by Connelly to approve the amendment to §33-12 with the recommendation that the standard residential street width be reduced to 32 feet. Planning Commission identified the following findings of fact to support their recommendation:

- this would reduce the costs of infrastructure and land to the developers,
- it would potentially increase safety on streets by encouraging slower driving,
- it would be compliant with Public Works storm water runoff regulations and goals
- and supports the potential redevelopment of areas

The motion carried with 8 members present and 6 voting in favor (Connick, O'Neill, Hayes, Heckman, Bredthauer and Connelly) and two members (Ruge and Haskins) who voted against the motion.

Sample Motion

Move to approve the changes to Chapter 33 of the Grand Island City Code as presented.

§33-12. Streets and Alleys

(1) The arrangement of streets shall conform as nearly as possible to the street plan of the General Development Plan with provisions for the extension of arterial and collector streets. Streets in the subdivision, normally shall connect with streets already dedicated in adjoining or adjacent subdivisions, and provisions may be required for future connections to adjoining unsubdivided tracts.

(2) Local streets should be so planned as to discourage through traffic. Cul-de-sacs should normally not be longer than five hundred feet and shall terminate with right-of-way turn-around having a diameter of not less than one hundred feet, and an outside curb diameter of not less than eighty feet for residential areas. Cul-de-sacs within industrial or commercial areas shall have a right-of-way diameter of not less than 120 feet and an outside curb diameter of not less than 100 feet.

(3) Collector and Arterial streets should be planned with minimal local street and driveway accesses. Residential subdivisions should be designed with street patterns that provide driveway access from local streets.

(4) Whenever a proposed subdivision is adjacent to or contains a portion of an existing or proposed federal or state highway, provision in such subdivision shall be made for one of the following methods of development:

(a) If the highway is either a non-access or controlled access thoroughfare, one of the following two methods of development shall be required:

(i) A frontage street adjacent and parallel to such thoroughfare shall be provided; or

(ii) Lots shall back or side to such thoroughfare and have access to another street. Lots in commercial or industrial zoning districts shall have a landscaped area averaging thirty feet in width, or other approved landscaping, adjacent to such thoroughfare, and outside storage of unassembled or unfinished materials or products and inoperable equipment or motor vehicles shall be suitably screened by a sight-obscuring fence, foliage, or other screening material. Lots in residential zoning districts shall have a sight-obscuring fence, foliage, or other screening material adjacent to such thoroughfare. The sight-obscuring fence shall not be metal strips or slats in a chain link fence.

(b) If the highway is not a non-access or controlled access thoroughfare, one of the following methods of development shall be required:

(i) Either method required for a non-access or controlled access thoroughfare may be applied; or

(ii) Lots may have frontage directly on such thoroughfare, provided, that the minimum setback for any new building in any zoning district shall be thirty feet, and shall be landscaped except for approved driveways.

(5) Half streets shall be prohibited except where essential to the reasonable development of the subdivision in conformity with the other requirements of these regulations, or where it is found to be practicable to require the dedication of the other half when adjoining property is subdivided.

(6) Under normal conditions streets shall be laid out as to intersect as nearly as possible at right angles, except where topography or other conditions justify variations. More than four approaches to any intersection shall be prohibited. Street jogs at intersections with centerline offsets of less than 75 feet should be avoided.

(7) Alleys may be provided in commercial and industrial districts. Alleys shall be avoided in residential districts except to extend existing alleys to a street.

(8) The right-of-way widths, improvements, and grades for streets and alleys included in any subdivision shall not be less than the minimum right-of-way and outside curb dimensions or less than the minimum grade for each classification as follows shown on the street cross sections as recommended by the Grand Island Public Works Department and approved by the Grand Island City council attached as addendum C-Approved Street Cross Sections.

Residential Areas

| | R.O.W. | Improved | Grade |
|----------------------------------|--------|----------|-------|
| Arterial Street Five Lane Design | 100' | 65'* | 0.3% |
| Arterial Street | 80 | 47'* | 0.3% |
| Collector Street | 60' | 41'* | 0.3% |
| Local Street | 60' | 37' | 0.3% |
| (parking on one side) | 60' | 31'*** | 0.3% |
| (no parking either side) | 60' | 26'*** | 0.3% |
| Cul-de-sac Street | 60' | 37' | 0.3% |
| (parking on one side) | 60' | 31' | 0.3% |
| (no parking either side) | 60' | 26' | 0.3% |
| Frontage Street | 40' | 29' | 0.3% |
| Alley | 16' | 16' | 0.3% |

Commercial or Industrial Areas

| | R.O.W. | Improved | Grade |
|----------------------------------|--------|----------|-------|
| Arterial Street Five Lane Design | 100' | 65'** | 0.3% |
| Arterial Street | 80' | 47'** | 0.3% |
| Collector Street | 60' | 45'** | 0.3% |
| Local Street | 60' | 41' | 0.3% |
| (parking on one side) | 60 | 41' | 0.3% |
| (no parking either side) | 60 | 41' | 0.3% |
| Cul-de-sac Street | 60' | 41' | 0.3% |
| (parking on one side) | 60' | 41' | 0.3% |
| (no parking either side) | 60' | 41' | 0.3% |
| Frontage Street | 65' | 41' | 0.3% |
| Alley | 24' | 22' | 0.3% |

Medians

Location: Medians may be located within streets to be dedicated to the public.

Lane width: A minimum unobstructed lane width of twenty (20.0) feet (improved 21' back of curb to back of curb) is required between the median curb and the street curb.

Landscaping: Medians within the public right-of-way may be landscaped, maintenance of landscaped medians shall be the responsibility of a property owners association created at or before filing the final plat. The city will maintain concrete medians or bricked medians within the public right-of-way.

All streets shall be designed and graded to the full right-of-way widths stated.

~~_____ * The developer shall not be responsible for providing improvements wider than 37 feet at his expense.~~

~~_____ ** The developer shall not be responsible for providing improvements wider than 41 feet at developer's sole expense.~~

~~_____ *** A residential local street or cul-de-sac street improvement width of 31 feet (parking on one side); or, a residential local street or cul-de-sac street improvement width of 26 feet (no parking either side) shall normally not be permitted, and shall only be considered under special exceptional circumstances.~~

(9) Drives, streets, or roadways within condominium, townhouse, or planned unit developments shall have a minimum right-of-way, improvement, and grade as determined by agreement between the subdivider, public works director, director of Planning, and approved by the city council.

(10) The horizontal alignment on all streets except in unusual cases shall be as follows:

Radii of Horizontal Curves (Center Line)

| | |
|------------------------|--------------|
| Arterial Streets..... | 700' minimum |
| Collector Streets..... | 300' minimum |
| Local Streets..... | 100' minimum |



City of Grand Island

Tuesday, March 25, 2014

Council Session (Corrected)

Item E-4

Public Hearing on Citizen Participation Plan Revision

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Tonja Carey, Community Development Specialist
Meeting: March 25, 2014
Subject: Public Hearing on Citizen Participation Plan Revision
Item #'s: E-4 & G-9
Presenter(s): Jaye Monter, Finance Director

Background

The Nebraska Department of Economic Development (NDED) required that all communities that receive Community Development Block Grant (CDBG) funds adopt a Citizen Participation Plan. This plan sets forth how citizens, especially lower income and/or disabled persons, are to be provided with opportunities to participate in the planning, implementation and assessment of the CDBG programs.

The last update to the Citizen Participation Plan was on August 25, 1997. The NDED has changed the template and encouraged all communities to adopt the updated version.

Discussion

At this time it is requested that Council approve adopting the updated Citizen Participation Plan.

Alternatives

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

1. Move to approve the Citizen Participation Plan
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 Citizen Participation Plan.

Sample Motion

Move to approve the Citizen Participation Plan and authorize the Mayor to sign all related documents.

Citizen Participation Plan

City of Grand Island, Nebraska

A. Participation by Citizens

All citizens, including low- and moderate-income citizens, shall be requested and encouraged to participate in the assessment of community issues, problems and needs; the identification of potential solutions; and priority to such issues, problems and needs, as follows:

1. All citizens shall be periodically requested to complete a community needs survey to identify community and neighborhood issues, problems and needs.
2. All citizens shall be notified by publication and posting of all meetings to discuss the identified needs, potential solutions and solution priorities.
3. All citizens, particularly low and moderate-income citizens, shall be afforded the opportunity to serve on various community improvement task forces established by the City Of Grand Island.

B. Access to Meetings, Information and Records

Notice of public meetings conducted by the City Of Grand Island shall be published and posted at least 5 days prior to such meetings.

Agendas of all such meetings shall be available at the Grand Island City Hall, 100 East First Street, for public inspection.

All meetings where CDBG projects or applications are to be discussed shall be published and posted at least 5 days prior to such meetings and all information and records concerning such CDBG projects or applications shall be available for public inspection at the Grand Island City Hall, 100 East First Street.

All meetings will be held at a time and location convenient to potential or actual beneficiaries which will be accessible to all citizens. The building and site will also be accessible to persons with disabilities.

C. Specific CDBG Project Information

All citizens shall be provided with information regarding specific CDBG projects through public meetings and publication of notices which provide all pertinent information regarding any CDBG project including, but not limited to:

1. The amount of CDBG funds expected to be made available to the City Of Grand Island for the current fiscal year, including CDBG funds and anticipated program income;
2. The specific range of activities that may be undertaken with CDBG funds;
3. The estimated amount of CDBG funds to be used for activities that will meet the national objective of benefit to low-and moderate-income persons, and;
4. A description of any proposed CDBG funded activities that are likely to result in displacement of persons along with the City Of Grand Island's anti-displacement and relocation plans.

D. Provisions for Technical Assistance to Citizens

The Community Development Administrator shall maintain current information of available resources for community improvement efforts and CDBG programs available and provide such information upon request by any citizen or group representing any citizen or group of citizens and the Community Development Administrator shall provide assistance in developing proposals to address issues, problems and needs identified by such citizen or citizens.

E. Public Hearing on CDBG Activities

The City Of Grand Island shall enact a minimum of two (2) public meetings or hearings to be conducted with regard to any CDBG application. At least one meeting or hearing shall be conducted prior to the submission of any such application and a second public hearing shall be held near the completion of any CDBG funded activity to obtain citizen input, comments or opinions with regard to such application(s) and to program or project performance.

The Community Development Administrator shall act as the contact person for all questions, comments or concerns expressed by any citizen with regard to any CDBG program or project and shall forward any such questions, comments or concerns to the City Of Grand Island at the next regular meeting of the City Of Grand Island immediately following expression of such questions, comments or concerns. The Community Development Administrator shall also be responsible for transmitting the City Of Grand Island's response to any such question, comment or concerns to the citizen or citizens expressing the same.

F. Needs of Non-English Speaking Citizens

The City Of Grand Island shall conduct the public hearings in a manner to meet the needs of non-English speaking residents where a significant number of non-English speaking residents can reasonably be expected to participate, the City Clerk shall arrange for oral or written translation of information regarding any CDBG program, application or project upon request by such non-English speaking persons or representatives of such persons.

(updated 01/30/2014)

G. Compliance/Grievance Procedures

The Community Development Administrator shall post a notice at the City Hall, 100 East First Street that provides name, telephone number, address and office hours of the City Of Grand Island for citizens who wish to file a complaint or grievance regarding any CDBG program, project or application.

Individuals wishing to submit a complaint or file a grievance concerning activities, of or application for, CDBG funds may submit a written complaint or grievance to the Community Development Administrator.

The Community Development Administrator shall present such complaint or grievance to the City Council at the next regular meeting of the City Of Grand Island, where it be reviewed by the Board members. The individual submitting such complaint or grievance shall be notified of such meeting and shall be given the opportunity to make further comments at such meeting. The City Of Grand Island. shall issue a written response to any complaint or grievance within fifteen (15) days following the meeting at which a response is formulated. Such response shall be mailed to the individual citizen(s) submitting the complaint or grievance by the Community Development Administrator to the last known address of said citizen(s).

In the event that the nature of the complaint or grievance is determined to be a matter requiring immediate action, a special meeting of the City Of Grand Island shall be called to review the matter within ten (10) days of receipt of such complaint or grievance.

H. Adoption

This Citizen Participation Plan is hereby adopted by action of the City Council of Grand Island, Nebraska.

Jay Vavricek, Mayor

Attest: RaNae Edwards, City Clerk

Date



City of Grand Island

Tuesday, March 25, 2014

Council Session (Corrected)

Item E-5

Public Hearing on Contract Amendment for Community Development Block Grant 13-CR-002

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Tonja Carey, Community Development Specialist

Meeting: March 25, 2014

Subject: Public Hearing on Contract Amendment Community Development Block Grant 13-CR-002

Item #'s: E-5 & G-10

Presenter(s): Jaye Monter, Finance Director

Background

In 2005, the Nebraska Department of Economic Development (NDED) developed a Comprehensive Revitalization program to utilize Community Development Block Grant (CDBG) funds in non-entitlement communities. This program allocates grant funds over a multi-year period to meet locally identified needs that are CDBG eligible. The \$240,000, 13-CR-002 grant was applied for and awarded on August 5, 2013 with approved project activities such as sidewalk, street, sewer and rental housing improvements.

Discussion

The City of Grand Island is now seeking a contract amendment for Community Development Block Grant 13-CR-002 to change the scope of project activities within the grant to better fit project plans of the Public Works Department. The grant coverage area includes revitalization to the low to moderate neighborhoods from South Front Street to 12th Street, and from Broadwell Avenue to Plum Street. Within this area, the immediate target will consist of 4th and 5th Streets from Eddy to Sycamore, including Lion's Club Park. Improvements will include installing handicap accessible crosswalk ramps at each intersection and moving sewer inlets if necessary. Concentration on 4th and 5th Streets will create a more pedestrian friendly corridor. An irrigation system may be installed in Lion's Club Park as part of qualified matching funds.

City of Grand Island staff will submit the proposed budget amendment to the Nebraska Department of Economic Development for their review.

Original Contract Budget

| Project Activities | CDBG Funds | City Match | TOTAL |
|---------------------------|-------------------|-------------------|----------------|
| Storm Sewers | 75,000 | 75,000 | 150,000 |
| Arch. Barriers | 120,000 | 120,000 | 240,000 |
| Rental Rehab | 40,000 | 40,000 | 80,000 |
| General Admin | 5,000 | 0 | 5,000 |
| TOTAL | 240,000 | 235,000 | 475,000 |

Proposed Contract Budget

| Project Activities | CDBG Funds | City Match | TOTAL |
|---------------------------|-------------------|-------------------|----------------|
| Streets | 235,000 | 235,000 | 470,000 |
| General Admin | 5,000 | 0 | 5,000 |
| TOTAL | 240,000 | 235,000 | 475,000 |

A public hearing notice was published in *The Grand Island Independent* on March 20, 2014.

Alternatives

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

1. Move to approve Community Development Block Grant contract amendment
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 Community Development Block Grant contract amendment.

Sample Motion

Move to approve the Community Development Block Grant contract amendment and authorize the Mayor to sign all related documents.



City of Grand Island

Tuesday, March 25, 2014

Council Session (Corrected)

Item E-6

Public Hearing on Contract Amendment for Community Development Block Grant 13-CR-102

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Tonja Carey, Community Development Specialist

Meeting: March 25, 2014

Subject: Public Hearing on Contract Amendment Community Development Block Grant 13-CR-102

Item #'s: E-6 & G-11

Presenter(s): Jaye Monter, Finance Director

Background

In 2005, the Nebraska Department of Economic Development (NDED) developed a Comprehensive Revitalization program to utilize Community Development Block Grant (CDBG) funds in non-entitlement communities. This program allocates grant funds over a multi-year period to meet locally identified needs that are CDBG eligible. In late August of 2013, after receiving the \$240,000 13-CR-002 grant, the City became aware of additional funds available from this program; therefore the \$300,000 13-CR-102 supplemental grant was applied for and awarded on October 9, 2013 with approved project activities improvements to public facilities, streets and sidewalks.

Discussion

The City of Grand Island is now seeking a contract amendment for the Supplemental Community Development Block Grant 13-CR-102 to change the scope of project activities within the grant to better fit project plans of the Public Works Department. The grant coverage area includes revitalization to the low to moderate neighborhoods from South Front Street to 12th Street, and from Broadwell Avenue to Plum Street. Within this area, the immediate target within the Public Works department will consist of 4th and 5th Streets from Eddy to Sycamore, including Lion's Club Park. Improvements will include installing handicap accessible crosswalk ramps at each intersection and moving sewer inlets if necessary. Concentration on 4th and 5th Streets will create a more pedestrian friendly corridor. An irrigation system may be installed in Lion's Club Park as part of qualified matching funds.

City of Grand Island staff will submit the proposed budget amendment to the Nebraska Department of Economic Development for their review.

Original Contract Budget

| Project Activities | CDBG Funds | City Match | TOTAL |
|---------------------------|-------------------|-------------------|----------------|
| Public Facilities | 45,000 | 45,000 | 90,000 |
| Streets | 250,000 | 250,000 | 500,000 |
| General Admin | 5,000 | 0 | 5,000 |
| TOTAL | 300,000 | 295,000 | 595,000 |

Proposed Contract Budget

| Project Activities | CDBG Funds | City Match | TOTAL |
|---------------------------|-------------------|-------------------|----------------|
| Streets | 295,000 | 295,000 | 590,000 |
| General Admin | 5,000 | 0 | 5,000 |
| TOTAL | 300,000 | 295,000 | 595,000 |

A public hearing notice was published in *The Grand Island Independent* on March 20, 2014.

Alternatives

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

1. Move to approve Community Development Block Grant contract amendment
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 Community Development Block Grant contract amendment.

Sample Motion

Move to approve the Community Development Block Grant contract amendment and authorize the Mayor to sign all related documents.



City of Grand Island

Tuesday, March 25, 2014

Council Session (Corrected)

Item F-1

#9478 - Consideration of Sale of Real Estate to Michael Lilienthal

Staff Contact: Stacy Nonhof, Assistant City Attorney

Council Agenda Memo

From: Stacy R. Nonhof, Assistant City Attorney
Meeting: March 25, 2014
Subject: Land Sale to Michael Lilienthal
Item #'s: F-1
Presenter(s): Stacy R. Nonhof, Assistant City Attorney

Background

In the years following 9/11, Homeland Security resources were expected to be available for local application. Here, in Grand Island, the plan was to apply for funds to develop a fire training center. In December of 2005, the City Of Grand Island purchased two tracts of land measuring approximately 55.27 acres located at the corner of East Highway 30 and South Stuhr Road for \$583,900. No development occurred at the site and no development plans for the land exist.

Beginning in 2008, the larger tract of land (34.67 acres) was rented out for agricultural purposes. Through 2013, the City received rent payments of \$32,813.50. Aside from the approximate \$5,000 annual cash rent, the land is essentially a non-revenue producing city asset.

During the Council retreat in early 2011, the city's financial health and financial sustainability were discussed. This discussion included the status of the city's excess real estate.

Interest in acquiring the 55 acre site was expressed in September 2013. A Request for Proposals was issued in November 2013. In response to the Request for Proposals, two proposals were received and opened on November 12, 2013. The proposal submitted by Michael Lilienthal was reviewed and based upon the pre-approved selection criteria, determined to be the highest and best use of the property. The proposal of Michael Lilienthal is in compliance with all other terms of the Request for Proposals. The Legal Department has negotiated a Purchase Agreement with Michael Lilienthal in the amount of \$583,900.00.

Discussion

The current Farm Lease was terminated on December 3, 2013. There will be no rent received this year if this sale is not approved.

Mr. Lilienthal owns the adjacent property. Mr. Lilienthal, as part of the purchase agreement, is seeking tax increment financing for the purchase and redevelopment of this property and the redevelopment of the adjacent property owned by him. If tax increment financing cannot be obtained to the buyer's satisfaction, per the Purchase Agreement, Mr. Lilienthal has the right to cancel this agreement with no penalty to him. It is understood by Mr. Lilienthal that tax increment financing for the intended project cannot be guaranteed. The intended project that Mr. Lilienthal is seeking tax increment financing for was disclosed in the Proposal. Tax increment financing is one piece of the puzzle of the larger picture for the intended use of not only this property but also the redeveloped use of the adjacent property.

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 selling these two tracts of land to Michael Lilienthal.

Sample Motion

Move to adopt Ordinance #9478 authorizing the sale of land to Michael Lilienthal.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
PURCHASE OF AGRICULTURAL LAND OWNED BY THE
CITY OF GRAND ISLAND**

RFP DUE DATE: November 12, 2013 at 4:15 p.m.

DEPARTMENT: Legal

PUBLICATION DATE: October 29, 2013

NO. POTENTIAL BIDDERS:

SUMMARY OF PROPOSALS RECEIVED

**MRL Crane Service – Michael Lilienthal
Dixon
Grand Island, NE**

**Midwest Express – Craig and Lesa
Grand Island, NE**

cc: Mary Lou Brown, City Administrator
Stacy Nonhof, Purchasing Agent

Jaye Monter, Finance Director
Bob Sivick, City Attorney

P1688

PURCHASE AGREEMENT

This Purchase Agreement (“Agreement”) is entered into this _____ day of March, 2014 by and between the City Of Grand Island, (“Seller”) and Michael Lilienthal (“Buyer”).

Recitals:

WHEREAS, Seller is the owner of the two agricultural tracts of land and improvements located at the Southwest corner of East U.S. Highway 30 and South Stuhr Road, Grand Island, Nebraska, and legally described as:

Tract 1: A miscellaneous tract of land containing 34.67 acres in the East ½ of the Northeast ¼, Section 15, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska.

Tract 2: A miscellaneous tract of land containing 20.60 acres in the East ½ of the Northeast ¼, Section 15, Township 11 North, Range 9 West of the 6th P.m., City of Grand Island, Hall County, Nebraska, which tracts are referred to collectively as the “Property”; and

WHEREAS, Seller desires to sell, and Buyer desires to purchase the Property, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing, it is agreed by Seller and Buyer as follows:

1. Transfer of Property

- 1.1 Sale and Purchase. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller on the terms and conditions set forth herein.
- 1.2 Purchase Price. The purchase price for the Property shall be FIVE HUNDRED EIGHTY-THREE THOUSAND AND NINE HUNDRED DOLLARS (\$583,900.00) payable in full at Closing.
- 1.3 Closing. The Closing shall take place on or about July 1, 2014, at the office of Grand Island Abstract, Escrow & Title Company in Grand Island, Nebraska.
- 1.4 Title Insurance. Within ten (10) days of execution of this Agreement, Seller shall furnish Buyer with an initial commitment for an owner’s policy of title insurance prepared by Grand Island Abstract, Escrow & Title Company (“Title Company”), which insures marketable title to the Property; subject only to such exceptions as may be acceptable to Buyer (“Permitted Exceptions”). The initial commitment

shall be revised as needed upon receipt of the Survey provided herein. Buyer shall notify Seller of any objections to the initial or revised title commitment and Seller shall have a reasonable period to cure such objections. If Seller is unable or unwilling to cure any objections, Buyer may terminate this Agreement upon written notice to Seller without penalty.

- 1.5 Title and Possession. Seller agrees to convey the Property to Buyer at Closing by General Warranty Deed subject to only the Permitted Exceptions. Buyer shall receive full possession of the Property free and clear of any lease agreement or occupancy by any third party.
- 1.6 Taxes, Assessments, and Other Costs. All property taxes and assessments related to the Property for 2013 and all prior years (if any) shall be paid by Seller at or prior to Closing. All property taxes and assessments for the Property for 2014 shall be prorated to the date of Closing. Any special assessment levied or assessed against the Property prior to Closing shall be paid by Seller. Seller shall pay the transfer tax (if any) which is payable upon the recording of the warranty deed from Seller to Buyer. Buyer shall pay the fee for recording the deed. The Title Company shall close the transaction. The parties shall split the closing costs and fees, including the cost of the owner's title insurance policy.
- 1.7 Personal Property. Seller shall remove all of its personal property from the Property prior to closing.
- 1.8 Buyer Contingencies. Buyer's obligation to close the purchase of the Property is conditional upon:
 - 1.8.1 Seller providing a current ALTA survey of the Property (the "Survey") at Seller's expense, prepared by a Registered Public Surveyor acceptable to Buyer and the Title Company in their sole and absolute discretion. The Survey shall be satisfactory in all respects to Buyer in his sole and absolute discretion and shall reflect all improvements, highways, easements, rights-of-way and other matters affecting, located on or abutting the Property and shall be in a form sufficient to cause the Title Company to delete all standard and pre-printed exceptions contained in the Commitment. The Survey must reflect that there are no easements or other matters which would prevent or interfere with Buyer's intended use, development and improvement of the Property, that the Property has the required access, ingress and egress to abutting streets and highways, and that the Property contains not less than the number of acres described in the legal description set forth herein, exclusive of any portion lying within the right-of-way of any public street or highway;

- 1.8.2 Buyer's ability to obtain access and easements and the abandonment of easements objectionable to Buyer for his intended use, development and improvement of the Property upon such terms as are acceptable to Buyer in his sole and absolute discretion;
- 1.8.3 Buyer's ability to obtain tax increment financing for the purchase and redevelopment of the Property and the redevelopment of the adjacent property owned by Buyer's entity, Central Nebraska Transload I, LLC, a Nebraska Limited Liability Company, in such amounts and upon such terms as are acceptable to Buyer in his sole and absolute discretion.
- 1.8.4 If Buyer is unable to accomplish the foregoing contingencies to his satisfaction, Buyer may terminate this Agreement upon written notice to Seller without penalty.

2. Representations and Warranties

2.1 Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

2.1.1 Organization; Power, Good Standing. Seller is a municipal corporation organized and existing under the laws of the State of Nebraska and has all requisite power and authority to enter into this Agreement and perform the obligations hereunder.

2.1.2 Authority Relative to Agreement. This Agreement has been duly approved by the City Council of Seller and executed by its Mayor, and constitutes a legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms.

2.1.3 "AS-IS". Seller is selling the Property "AS-IS," making no representations or warranties concerning the Property of any kind or nature except Seller warrants the following:

A. Its ownership of the Property and the conveyance of marketable title to Buyer at closing.

B. Seller has no knowledge and has received no notice of: (i) any violation of applicable occupational safety and health standards established by law or regulation, or (ii) any hazardous materials or conditions existing or which existed in the past on or in the vicinity of the Property with respect to the air, soil, surface waters, ground waters or stream sediments, which may pose a threat to human health or to the environment and/or may require remedial action or any violations of any Environmental Laws.

C. The Property and its current use are in compliance with all applicable zoning ordinances.

2.1.4 Inspections. Buyer may obtain such inspections of the Property as Buyer may desire at Buyer's expense. If Buyer is dissatisfied with the condition of the Property or compliance with any applicable zoning or environmental regulations established by law or regulations and if Seller declines to make any requested repairs to the Property or comply with any claimed violations, Buyer may terminate the Agreement upon written notice to Seller without penalty. Seller has no obligation to perform any repairs to the Property.

2.2 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

2.2.1 Organization; Power, Good Standing. Buyer is an individual citizen and has all requisite power and authority to enter into this Agreement and perform the obligations hereunder.

3. Miscellaneous

3.1 Binding Effect; Benefits. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any right, remedy, obligation, or liability under or by reason of this Agreement.

3.2 Risk of Loss. All risk of loss or damage to the Property by fire or other casualty until Closing is assumed by the Seller. In the event of a material loss or damage to the Property the Buyer shall have the right to cancel this Agreement. Seller has no obligation to repair the Property.

3.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

3.4 Further Assurances. Each of the parties hereto, without further consideration, agrees to execute and deliver such other documents and take such other action, whether prior to or subsequent to Closing, as may be necessary to more effectively consummate the intent and purpose of this Agreement.

3.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

- 3.6 Severability. If for any reason whatsoever any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid, such circumstances shall not have the effect of rendering any of the other provisions of this Agreement inoperative, unenforceable, or invalid.
- 3.7 Survival and Nonmerger. All terms, conditions, representations, and warranties contained in this Agreement shall survive Closing, including, but not limited to, the execution and delivery of any deed related to the Property to be conveyed hereunder, and shall not merge into any deed.
- 3.8 Default. In the event of default by either party, the non-defaulting party may enforce all rights and remedies as by law provided.
- 3.9 Assignment. This agreement is assignable by Buyer to an entity in which he as a majority ownership interest upon prior written notice to the Seller.
- 3.10 Waiver. Buyer may waive any of the foregoing conditions or contingencies upon written notice to Seller and proceed to close the purchase of the Property on the remaining applicable terms set forth herein.
- 3.11 1031 Tax Free Exchange. Seller agrees to accommodate Buyer in effectuating a like-kind exchange of property pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, provided that such exchange results in: (a) no additional cost, liability or expense to Seller; and (b) no delay to the closing. Seller's agreement to cooperate with Buyer to effect an exchange shall not require Seller to take title to any property, nor to incur any expense, liability, loss or risk as a consequence of the exchange

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR RESPECTIVE HANDS
THE DAY AND YEAR ABOVE WRITTEN.

SELLER:

BUYER:

CITY OF GRAND ISLAND, NEBRASKA

BY _____
MAYOR

MICHAEL LILIENTHAL

ATTEST:

ATTEST:

BY _____
CITY CLERK

BY _____

STATE OF NEBRASKA

SS:

COUNTY OF HALL

The foregoing was acknowledged before me on the _____ day of _____, 2014, by Jay Vavricek, Mayor of the City of Grand Island, Nebraska, a municipal corporation.

Notary Public

STATE OF NEBRASKA

SS:

COUNTY OF HALL

The foregoing was acknowledged before me on the _____ day of _____, 2014, by Michael Lilienthal.

Notary Public

THIS CONTRACT IS IN DUE FORM ACCORDING TO LAW AND HEREBY APPROVED:

Date: March _____, 2014

Date: March _____, 2014

Stacy R. Nonhof
Assistant Grand Island City Attorney

Ronald S. Depue
Attorney for Buyer

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9478

An ordinance directing and authorizing the sale of real estate to Michael Lilienthal, buyer; providing for the giving of notice of such conveyance and the terms thereof; providing for the right to file a remonstrance against such conveyance; providing 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. The City of Grand Island, Nebraska, will convey to Michael Lilienthal, two tracts of land legally described as:

Tract 1:

A miscellaneous tract of land containing 34.67 acres in the East ½ of the Northeast ¼, Section 15, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska.

Tract 2:

A miscellaneous tract of land containing 20.60 acres in the East ½ of the Northeast ¼, Section 15, Township 11 North, Range 9 West of the 6th P.m., City of Grand Island, Hall County, Nebraska.

Approved as to Form x _____
March 23, 2014 x City Attorney

ORDINANCE NO. 9478 (Cont.)

SECTION 2. In consideration for such conveyance the buyer shall pay the City the sum of Five Hundred Eighty-Three Thousand and Nine Hundred and No/100 Dollars (\$583,900.00). The buyer will be responsible for the costs of recording the deed and one half the cost of a title insurance owner's policy and all the cost of any lender's policy. Conveyance of the real estate above described shall be by warranty deed, upon payment of the consideration pursuant to the terms and conditions of the Purchase Agreement between the parties.

SECTION 3. As provided by law, notice of such conveyance and the terms thereof shall be published for three consecutive weeks in the *Grand Island Independent*, a newspaper published for general circulation in the City of Grand Island. Immediately after the passage and publication of this ordinance, the City Clerk is hereby directed and instructed to prepare and publish said notice.

SECTION 4. Authority is hereby granted to the electors of the City of Grand Island to file a remonstrance against the conveyance of such within described real estate; and if a remonstrance against such conveyance signed by registered voters of the City of Grand Island equal in number to thirty percent of the registered voters of the City of Grand Island voting at the last regular municipal election held in such City be filed with the City Council within thirty days of passage and publication of such ordinance, said property shall not then, nor within one year thereafter, be conveyed.

SECTION 5. The conveyance of said real estate is hereby authorized, directed and confirmed; and if no remonstrance be filed against such conveyance, the Mayor shall make, execute and deliver to Michael Lilienthal, a warranty deed for said real estate, and the execution of such deed is hereby authorized without further action on behalf of the City Council.

ORDINANCE NO. 9478 (Cont.)

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

Enacted: March 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 25, 2014

Council Session (Corrected)

Item F-2

#9479 - Consideration of Amending Chapter 5 of the Grand Island City Code Relative to Animals

Staff Contact: Stacy Nonhof, Assistant City Attorney

Council Agenda Memo

From: Stacy R. Nonhof, Assistant City Attorney
Meeting: March 25, 2014
Subject: Chapter 5 Code Changes
Item #'s: F-2
Presenter(s): Stacy R. Nonhof, Assistant City Attorney

Background

Periodically the City Of Grand Island takes an in-depth look at the Code to determine if any changes need to be made. Over the past year, the Legal Department has been looking in-depth at Chapter 5 Animals. The purpose of this analysis was to determine what provisions of the Code work effectively and what needs to be modified. The Legal Department worked closely with the Central Nebraska Humane Society to analyze the way the Code is enforced and what issues the Animal Control Officers are encountering. After numerous drafts, the proposed changes were presented by the Legal Department to the Animal Advisory Board. The Animal Advisory Board then met to discuss the proposed changes and to either approve or disapprove proposed changes. What is being presented tonight are the changes approved by the Animal Advisory Board.

Discussion

Two Study Sessions were held on March 4 and 18, 2014 to discuss the proposed changes in detail. The goal of the proposed changes is to provide more definition where needed and to increase the enforceability of these regulations. The proposed changes aim to improve the living conditions of the animals of Grand Island. Numerous discussions regarding enforcement of the Code were held prior to these proposed changes. These changes are a result of those discussions and the discussions that took place at the prior Study Sessions. Changes made to the proposed Ordinance after the final Study Session held on March 18 have been done in blue lettering. All other proposed changes to Chapter 5 are in red lettering. Detailed below are a few of the more significant proposed changes.

Section 5-7.1 was added to address a concern about people selling and giving away animals in parking lots of businesses and on other private property. Previously, there has been no regulation of these transactions. Restraint systems and enclosures have been

addressed to make it safer for the animals of Grand Island. Minimum standards for pet owners were discussed and added to section 5-21. A provision has been added to animal cruelty to prevent people from leaving animals in vehicles, trailers or dwellings during extreme weather conditions that endanger the health and welfare of the animal. Section 5-34.1 was removed after it was discovered that this provision of the Code is not used and no longer needed.

Section 5-36.1 has been added to require owners of animals that have been declared dangerous or potentially dangerous to get the animal spayed or neutered and micro chipped within 30 days of the declaration. The purpose is to modify the behavior of the animal to prevent another incident similar to the one that got the animal declared dangerous or potentially dangerous. The science behind the behavior modification due to an animal being spayed or neutered was part of the discussion when writing this provision.

Section 5-46 has been completely re-written. This section now provides an avenue for the City to address the issue of problem owners. In the past the idea has been that there are only problem pets in the City. The issue of problem pets can be traced to problem owners. After reviewing cases that have been prosecuted by the Legal Department a pattern emerged. The pattern that emerged was the same pet owners being cited numerous times for the same violations. These repeat offenders are the pet owners that this section of the Code was designed to deal with. These are owners that do not try and correct a deficiency in the care and treatment of their animal. These are the owners that continually allow their animals to run at large. These are the owners that mistreat their animals either through cruelty or neglect. The purpose of this section is to hold the owners of animals accountable. We would like to try and turn irresponsible pet owners into responsible pet owners.

Section 5-16 was discussed at the March 18 Study Session. No changes are being proposed at this time to this section. If Council desires that changes be made, Council may so direct City staff to study the situation and then draft language to change this section of the Code. It is not recommended to remove this section at this time. If this section were removed at this time, there would be no regulation in place for the placement of enclosures. The effect of the removal would be to allow property owners to place a *new* enclosure closer to neighboring property than what is currently prescribed. Council suggested at the March 18 Study Session that this section be amended to prohibit new buildings and/or development being built closer than 75 feet to a currently existing animal enclosure. The Legal Department has not made this suggested change at this time for the following reasons:

1. Zoning and building codes dictate only what one can do with *their own* property – not what a neighbor can do with their property.
2. To make this proposed change, the zoning regulations in Chapter 36 would have to be changed. The procedure for changing zoning regulations is:
 - a. A request is made in writing to amend the zoning ordinance.
 - b. The request is reviewed by the Planning Commission.

- c. The Planning Commission makes a recommendation to City Council that must be voted on.
3. Currently, R-1 zoned lots must be a minimum of 9,000 square feet. If this 75 foot restriction around existing enclosures were implemented, future lots would lose a portion of their lot measuring 75 feet in depth.
4. The restriction would limit future development.
5. A determination would have to be made as to who is responsible for compensating these new lot owners for the 75 feet that they can no longer build upon.
6. Pursuant to Zoning Code (Chapter 36 of City Code), a non-conforming use of property can continue with a new owner for that property. The non-conforming use will cease to be allowed if the non-conforming use is not utilized for a period of 12 months, i.e., if a new owner does not have horses on the property for a period of 12 months and then wants to have horses they will not be allowed because the prior non-conforming use had been discontinued.

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 Ordinance No. 9479 amending Chapter 5 of City Code.

Sample Motion

Move to approve Ordinance No. 9479.

ORDINANCE NO. 9479

An ordinance to amend Chapter 5 of Grand Island City Code; to amend various sections beginning at Section 5-1 and ending at Section 5-47; and to add Section 5-7.1 and Section 5-36.1; and repeal Section 5-34.1; to clarify and/or make general corrections to various code sections, 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. Sections 5-1 thru Section 5-47; and Sections 5-7.1 and Section 5-36.1; and Section 5-34.1 of the Grand Island City Code is hereby amended to read as follows:

CHAPTER 5 ANIMALS

Article I. General

§5-1. Definitions

As used in this chapter, the following terms mean:

Abandon. **Means** **T**o leave any animal in one's care, whether as owner or custodian, for any **unreasonable** length of time without making effective provision for its food, water, or other care as is reasonably necessary for the animal's health.

Animal. Any live, **member of the Animal Kingdom with the following exceptions:** ~~vertebrate creature other than human beings.~~

1. **Human beings;**
2. **Animals that are sold commercially as food for human consumption;**
3. **Animals that are slaughtered as food for human or animal consumption;**
4. **Animals that are slaughtered or processed for human use;**
5. **Animals that are used for scientific research conducted at commercial or academic facilities;**
6. **Animals that are used as commonly acceptable bait for lawful fishing activities; or**
7. **Vermin.**

Animal Abuse. To knowingly, willfully, ~~and~~ intentionally **or inhumanely** kill, maim, injure, torture, or beat an animal with the following exceptions:

1. **Euthanization or treatment by a Veterinarian or at a Veterinary Hospital or Clinic;**
2. **Euthanization or treatment at an Animal Control Facility;**
3. **Killing or injuring by members of law enforcement or Animal Control Officers in the course of their duties;**
4. **Killing or injuring by persons protecting themselves or others from potential death or serious injury; or**

ORDINANCE NO. 9479 (Cont.)

5. Training or disciplining an animal using commonly accepted methods.

Animal Control Authority. The entity contracted to enforce the City of Grand Island's animal control laws. This also includes any law enforcement agencies authorized to enforce local, State, or Federal animal control laws.

Animal Control Officer. ~~Means a~~Any person employed or designated by any Animal Control Authority or law enforcement agency to enforce local, State, or Federal animal control laws. ~~member of the Nebraska State Patrol, any county or deputy sheriff, any member of the police force of any city or village, Health Department employee, employee of the Animal Control Authority, or any other public official authorized by the City to enforce state or local animal control laws, rules, regulations, or ordinances.~~

Animal Control Authority. ~~Shall mean an entity authorized to enforce the animal control laws of the City designated by the City Council.~~

Animal Shelter. Any facility operated by the City or by the duly authorized Animal Control Authority for the purpose of impounding or caring for animals held under the authority of this chapter.

Anti-Escape Barrier. Any housing, fencing, or device humanely designed to prevent a dog from leaving an area.

Auctions Facility. Any commercial establishment place or facility where animals are regularly bought, sold, or traded, except for those facilities otherwise defined in this ordinance. This section does not apply to individual sales of animals by owners.

Bedding. Dry material such as straw, cedar or wood chips, or any other absorbent material that provides insulation.

Birds. Any feathered vertebrate, including pigeons, but excluding poultry.

Bite. Any seizure with the teeth or mouth by an animal which causes injury or harm.

Boarding Kennel. Any commercial facility used to house animals owned by persons other than the owner or operator.

Breeder. Any person or entity engaged in breeding and/or selling more than ten (10) animals in any twelve (12) month period.

Circus. A commercial variety show featuring animal acts for public entertainment.

ORDINANCE NO. 9479 (Cont.)

Commercial Animal Establishment. Any pet shop, grooming shop, auction facility, riding school or stable, ~~circus~~, performing animal exhibition, or kennel ~~(this term shall not include a veterinary hospital or veterinary clinic)~~ with the following exceptions:

1. An animal shelter;
2. A veterinary hospital or clinic;
3. A commercial facility that sells, slaughters, or processes animals; or
4. A commercial or academic animal research facility.

Cruelly mistreat. Means ~~to~~ knowingly and intentionally kill, maim, disfigure, torture, beat, mutilate, burn, scald, or otherwise inflict harm upon any animal.

Cruelly neglect. Means ~~to~~ fail to provide any animal in one's care, whether as owner or custodian, with food, water, or other care as is reasonably necessary for the animal's health.

Dangerous Animal. Means ~~a~~ An animal that ~~(i)~~ has killed a human being; ~~(ii)~~ has inflicted injury on a human being that requires medical treatment, or; ~~(iii)~~ has killed a domestic animal without provocation with the following exceptions;; ~~or (iv) has been previously determined to be a potentially dangerous animal by an animal control authority or animal control officer, the owner has received notice of such determination, and the animal inflicts an injury on a human being that does not require medical treatment, injures a domestic animal, or threatens the safety of humans or domestic animals. An animal shall not be defined as a dangerous animal hereunder if the individual was tormenting, abusing, or assaulting the animal at the time of the injury or has, in the past, been observed or reported to have tormented, abused, or assaulted the animal. An animal shall not be defined as a dangerous animal if the injury, damage, or threat was sustained by an individual who, at the time, was committing a willful trespass, was committing any other tort upon the property of the owner of the animal, was tormenting, abusing, or assaulting the animal, or has, in the past, been observed or reported to have tormented, abused, or assaulted the animal, or was committing or attempting to commit a crime.~~

1. An animal that is provoked;
2. An animal that is serving as a guard for persons or property; or
3. An animal that kills or injures a person who is trespassing.

Domestic animal. Shall mean a cat, a dog, or livestock.

Enclosure. Any tract of land intended to restrain or contain an animal by means of a building, fence, or any other means.

Fowl. Any poultry, other than pigeons.

ORDINANCE NO. 9479 (Cont.)

Grooming Shop. A commercial establishment where animals are bathed, clipped, plucked, or otherwise groomed.

Health Department. ~~Means the Central District Health Department or any~~ The agency or organization with which the City contracts with or designates to enforce the provisions of Chapter 5 - Animals of the Grand Island City Code related to public health and welfare.

Hybrid animal. ~~Means a~~ Any animal which is the product of the breeding of a domestic dog with a nondomestic canine species.

Humane killing. ~~Means~~ The destruction of an animal by a method which causes the animal a minimum of pain and suffering.

Kennel. Any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs or cats.

Livestock. Any hooved animal commonly associated with domestic agricultural purposes, including but not limited to: horses, mules, donkeys, cows, sheep, goats, llamas, hogs, bovine, equine, swine, sheep, goats, domesticated cervine animals, ratite birds, or poultry.

Medical treatment. ~~Means~~ Treatment administered by a physician or other licensed health care professional.

Mutilation. ~~Means~~ Intentionally causing permanent injury, disfigurement, degradation of function, incapacitation, or imperfection to an animal. Mutilation does not include conduct performed by a veterinarian licensed to practice veterinary medicine and surgery in this state or conduct that conforms to accepted veterinary practices.

Owner. Any person (s), or legal entity having permanent control of an animal or housing, feeding, or controlling an animal for more than three (3) days with the following exceptions: ~~partnership, or corporation owning, keeping, harboring one or more animals. An animal shall be deemed to be harbored if it is fed or sheltered for three consecutive days or more or has exercised control or custody of the animal.~~

1. A boarding kennel; or
2. A veterinarian, veterinary hospital, or veterinary clinic;

Performing Animal Exhibition. Any spectacle, display, act, circus, fair, or event ~~other than circuses in which performing animals~~ perform are used.

Pet. Any animal kept for pleasure or companionship rather than solely for utility.

Pet Shop. Any person, partnership, or corporation, whether operated separately or in

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connection with another business except for a licensed kennel, that buys, sells, or boards any species of animal.

Potentially Dangerous Animal. Means (a) ~~a~~Any animal that when unprovoked:

- (i) inflicts an injury on a human being that does not require medical treatment; ~~or~~
- (ii) injures a domestic animal; ~~or~~
- (iii) chases or approaches a person upon streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack; or

(b) ~~a~~Any specific animal with a known propensity, tendency, or disposition to attack when unprovoked, to cause injury, or to threaten the safety of humans or domestic animals.

~~Repeated beating. Means intentional successive strikes to an animal by a person resulting in serious bodily injury or death to the animal.~~

~~Restraint. Any animal s~~Securing ~~an animal~~ by a leash or lead; ~~which results in it being~~ or under the control of the owner or custodian responsible person and obedient to that person's commands; ~~or~~ being confined within the real property limits of its owner or custodian.

~~Residence. The structure used as a domicile by a person or a family.~~

~~Riding School or Stable. Any place which has available for hire, boarding and/or riding instruction, any horse, pony, donkey, mule, or burro.~~

~~Running at Large. Running at large shall mean a~~Any dog or other animal off outside the premises of the its owner or custodian and not controlled under the immediate control of a person physically capable of restraining the animal by holding a leash, cord, chain, ~~wire~~, rope, cage or other suitable means of physical restraint ~~or if the animal is out of doors on the premises of the owner, the animal shall be in an adequately fenced in area or securely fastened to a leash or chain to prevent the animal from leaving the owner's premises.~~

~~Scratch. Any seraping with the claws by an animal which causes an abrasion, puncture
——— or wound of the skin.~~

~~Serious injury or illness. Includes any injury or illness to any animal which creates a substantial risk of death or which causes broken bones, prolonged impairment of health, or prolonged loss or impairment of the function of any bodily organ~~

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Shelter. Any structure with a roof and at least three (3) walls designed and/or intended and capable of protecting and/or housing one or more animals while providing protection from the elements and affording any animal housed or protected in it, the space to sit, stand, lie down, and turn around.

Torture. ~~Means intentionally~~ Intentionally subjecting an animal to extreme pain, suffering, or agony with the following exceptions: ~~Torture does not include conduct performed by a veterinarian licensed to practice veterinary medicine and surgery in this state or conduct that conforms to accepted veterinary practices.~~

1. The slaughter of animals as food for human or animal consumption;
2. The slaughter or processing of animals for human use;
3. The use of animals for scientific research conducted at commercial or academic facilities;
4. The use of animals as commonly acceptable bait for lawful fishing activities;
5. The extermination of vermin;
6. The euthanization or treatment of an animal by a Veterinarian or at a Veterinary Hospital or Clinic;
7. The euthanization or treatment of an animal at an animal control facility;
8. The killing or injuring of animals by members of law enforcement or Animal Control Officers in the course of their duties;
9. The killing or injuring of animals by persons protecting themselves or others from potential death or serious injury; or
10. The training or disciplining of animals using commonly accepted methods.

~~Veterinary Hospital or Veterinary Clinic. Any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseased and injured animals.~~

Vermin. Animals that infest places where humans live, work, or control and which are commonly considered objectionable, excluding animals used solely as feeder animals. Examples include but are not limited to rodents, insects and bee colonies.

~~Wild Animal. Any live animal normally found living in a state of nature and not normally subjected to domestication, including but not limited to: monkeys, raccoons, skunks, snakes, and lions, but excluding birds.~~ Any animal that is native to a foreign country, of foreign origin or character, not native to the United States, not native to the State of Nebraska, and/or is any wild, poisonous, or potentially dangerous animal not normally considered domesticated, including but not limited to monkeys, raccoons, skunks, snakes and lions but excluding birds and those animals listed on the Approved Animal List.

§5-2. Animal Advisory Board; Establishment

There is hereby established the Animal Advisory Board of the City of Grand Island, whose duty it shall be to advise the mayor and city council on all matters relating to this chapter. The board shall be composed of ~~seven~~ nine (9) members: ~~four~~ five (5) members appointed by the mayor subject to confirmation by the city council; one (1) of whom shall be a licensed veterinarian, three (3) shall be registered voters residing within the City of Grand Island and one (1) member of the City Council. The other four (4) non-appointed members shall consist of ~~and the~~ Chief of police or his/her designee, the City Attorney or his/her designee, the director of the Animal Control Authority or his/her designee, and the director of the designated ~~department of health~~ department or his/her designee. Appointed members shall serve without compensation. The Animal Advisory Board shall meet during January of each year and/or such other occasions as may be established by said board. ~~Attendance by any four or more members shall constitute a quorum.~~

§5-3. Composition and Membership; Term of Office; Quorum; and Procedure

Said advisory board shall be composed of the following voting members: one veterinarian and three (3) representatives from the community at large; ~~The~~ a member of the City Council, the ~~c~~Chief of pPolice or his/her designee, the director of the Animal Control Authority or his/her designee, and the director of the ~~department~~ of health department or his/her designee. The City Attorney or his/her designee shall serve as an ex officio members without voting privileges. The original appointees to the Animal Advisory Board shall serve terms as follows: One for one year, one for two years, and one for three years. Thereafter, all appointments shall be for three year terms, provided, any appointment to fill a vacancy shall only be for the unexpired portion of the term of the member being replaced. The mayor may remove any appointed member without cause.

§5-4. Enforcement; Jurisdiction; Agencies; Duties

(A) This chapter shall be enforced only within the corporate limits of the City of Grand Island.

(B) The Code provisions of this chapter shall be enforced by the agency with which the City contracts to enforce said provisions and the Police Department. All employees of said Animal Control Authority shall be designated animal control officers for the purposes of this chapter.

(C) The Health Department shall assist in enforcement of code provisions relating to public health, safety and welfare.

(D) This Chapter shall not apply to:

(1) Care or treatment of an animal by a veterinarian licensed under the Nebraska Veterinary Practice Act until December 1, 2008, and the Veterinary Medicine and Surgery Practice Act on and after December 1, 2008;

(2) Commonly accepted care or treatment of a police animal by a law enforcement officer in the normal course of his or her duties;

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- (3) Research activity carried on by any research facility currently meeting the standards of the federal Animal Welfare Act, 7 U.S.C. 2131 et seq., as such act existed on January 1, 2003;
- (4) Commonly accepted practices of hunting, fishing, or trapping;
- (5) Commonly accepted practices occurring in conjunction with rodeos, animal racing, or pulling contests;
- (6) Humane killing of an animal by the owner or by his or her agent or a veterinarian upon the owner's request;
- (7) Commonly accepted practices of animal husbandry with respect to farm animals and commercial livestock operations, including their transport from one location to another and nonnegligent actions taken by personnel or agents of the Nebraska Department of Agriculture or the United States Department of Agriculture in the performance of duties prescribed by law;
- (8) Use of reasonable force against an animal, other than a police animal, which is working, including killing, capture, or restraint, if the animal is outside the owned or rented property of its owner or custodian and is injuring or posing an immediate threat to any person or other animal;
- (9) Killing of house or garden pests;
- (10) Commonly followed practices occurring in conjunction with the slaughter of animals for food or byproducts; and
- (11) Commonly accepted animal training practices.

§5-5. Interference with Animal Control Officer

It shall be unlawful for any person to interfere with an animal control officer in the performance of his or her duties.

Article II. Commercial Animal Establishments

§5-6. Commercial Animal Establishments

All provisions of this chapter relating to the care and control of animals shall apply to commercial animal establishments as to all animals not kept for sale or resale; and, as to all animals kept for sale or resale, all provisions shall apply except for the enclosure distance requirements set forth in §5-16 and §5-17; the limitations of the number of animals set forth in §5-18; the minimum area requirements set forth in §5-18; the prohibition of roosters as set forth in §5-41.1; and the registration of dogs and cats set forth in §5-12.

§5-7. Permits Required

No person, partnership, or corporation shall operate a commercial animal establishment within the City of Grand Island without first obtaining a commercial permit. Operation of a commercial animal establishment without a commercial animal establishment permit shall

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constitute a public nuisance, subject to abatement pursuant to §20-15 of the Grand Island City Code and fine pursuant to §1-7 of this code.

§5-7.1 Selling and/or Giving Away Animals on City or Private Property

No person, partnership, corporation, or any other legal entity shall sell and/or give away animals on City property. Before the sale and/or giving of animals may occur on private property, the seller animal owner must first obtain the written permission of the property owner. Refusal to leave upon request shall be punishable by a fine as listed in §1-7 of this Code.

§5-8. Commercial Permits; Fee; Renewal

(A) A commercial permit fee as adopted by the Health Department and identified in the City of Grand Island Fee Schedule shall be paid to the Health Department for each commercial animal establishment within the City.

(B) Each permit shall be effective for one year, beginning on August 1 of each year and ending on July 31 of the following year.

(C) Renewal applications shall be made no sooner than thirty days prior to, nor later than thirty days after, the first day of August.

§5-9. Commercial Permits; Transfer

Permits may be transferred upon a change of ownership of a commercial animal establishment upon payment of a transfer fee as adopted by the Health Department and identified in the City of Grand Island Fee Schedule.

§5-10. Commercial Establishments; Inspections

It shall be a condition of the issuance of a permit for operating a commercial animal establishment that the Animal Control Authority on behalf of the City, or the City's designee or the Health Department shall be permitted to inspect the premises and all animals thereon semi-annually. Refusal to allow an inspection by any authorized agent of the City or Health Department shall be a grounds for revocation of said permit. All commercial animal establishments shall comply with the Minimum Standards of Sanitation, Care, and Adequate Housing to be promulgated and adopted by the Animal Advisory Board and approved by the Mayor and City Council. Copies of the Minimum Standards of Sanitation, Care, and Adequate Housing shall be on file with the City Clerk and the Animal Control Authority, and shall be available for public inspection.

§5-11. Commercial Permits; Revocation

The city council may, after notice and hearing as provided by law, revoke or suspend any commercial permit for one or more of the following causes:

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- (A) Refusal by the commercial permit holder to allow the City or an animal control officer to inspect the premises or examine the animals thereon.
- (B) The conviction of the commercial permit holder or any of his or her employees for the offense of cruelty to or neglect of animals, whether or not said conviction is based upon the treatment of any animal on the premises of the commercial animal establishment.
- (C) Three or more convictions of the commercial permit holder and/or any of his or her employees for violations of any provision of this chapter within any twelve month period where said violations are based upon the care and/or control of the animals on the premises of said establishment.

Article III. Animal Licenses

§5-12. Registration Fee; Amounts; Delinquent

(A) The owner of any dog or cat over the age of three months in the City of Grand Island shall pay an annual pet license fee for said dog or cat. Such fee shall be adopted by the governing body and identified in the City of Grand Island Fee Schedule.

The annual pet license as provided in this section shall be for the period of January 1 through December 31 of the licensing year. The pet license provided for by this section shall be secured by each new owner or new resident within thirty days of establishing residency in the City or after acquiring said animal, notwithstanding the fact that the dog or cat may have been registered within the annual period by a previous owner or that the dog or cat had been registered with another authority other than the City of Grand Island.

(B) The fee required in (A) above shall become due on January 1 of the licensing year and shall become delinquent on February 1 of each year. The owner of any dog or cat in the City of Grand Island registering the same after said fee has become delinquent shall pay a surcharge in accordance with the fees adopted by the governing body identified in the City of Grand Island Fee Schedule.

(C) No dog or cat shall be registered and licensed unless and until the owner shall display a certificate of a licensed veterinarian showing that such dog or cat has been vaccinated for rabies.

(D) The owner of any dog or cat that has been declared “potentially dangerous” or “dangerous” shall pay, in addition to the pet license above, an annual kennel inspection fee. Such fee shall become due at the time of the declaration, and then shall be paid annually thereafter with the annual fee becoming due on January 1 of the year following the declaration, and shall become delinquent on February 1 of said year. The kennel inspection fee shall be adopted by the governing body and identified in the City of Grand Island Fee Schedule.

§5-13. Pet Tag; Issuance

(A) Upon the payment of the pet license fee required by §5-12, the owner shall be issued a metal tag for each dog or cat registered, which tag shall be marked and numbered with the year

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for which the tag is purchased and fee paid, and the number corresponding with the number of the dog or cat on the fee list. The pet tag must be attached to a collar or a harness and must be worn by each dog or cat at all times while it is outside its owner's residence.

(B) Each dog or cat registered must be listed and numbered by the treasurer and listed at the offices of the Animal Control Authority.

(C) If a pet license tag is lost, a replacement tag must be issued upon payment of a fee as adopted and identified in the City of Grand Island Fee Schedule.

Article IV. Animal Care

§5-14. Shelter Required

No owner shall fail to provide ~~his or her~~ pets with shelter of sufficient size to allow each pet to stand, turn around, and lie down, and be of sufficient construction to shield the pets from the wind, sun, ~~and from~~ precipitation and extreme weather conditions.

§5-15. Enclosure Required

~~No~~ Every owner shall ~~fail to~~ confine his or her animals within an enclosure of sufficient size and design to prevent the animal from escaping or to restrain said animal by a securely fastened rope, chain, ~~or~~ cord, or trolley/pulley system, all of which must be of a size and weight appropriate to the size, weight and temperament of the animal. Confinement shall be done in such a manner as to prevent such animal from going onto any public property or onto the property of another. Enclosures, other than appropriate full yard fences, shall be at least ten (10) feet from any property line.

§5-16. Enclosures; Requirements

(A) All enclosures and restraints required by §5-15 which are used to confine horses, mules, donkeys, cows, sheep, goats or llamas shall be no less than 150 feet from any residence other than the residence of the owner of said enclosure unless a waiver or variance is obtained as provided in subsection (C) below.

(B) All enclosures and restraints required by §5-15 which are used to confine rabbits, birds, and/or chickens shall be at least fifteen (15) feet from any ~~privately-owned~~ property abutting the owner's property.

(C) The owner of any animal affected by subsection (A) may keep or maintain an enclosure within the prohibited distance by either obtaining a waiver from all property owners within the prohibited distance stating that said property owners do not object to the keeping of animals within the prohibited distance, and filing the same with the City Clerk, or obtaining a variance from the city council; provided, that no variance shall be granted by the city council for a distance less than 75 feet. The council shall consider the following factors in determining whether or not to issue a variance:

(1) That the variance, if allowed, is in harmony with the general purpose and interest of this animal ordinance;

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(2) That there are practical difficulties or practical hardships in the way of carrying out the strict letter of this animal ordinance;

(3) For the purpose of supplementing the above requirements, the council in making the determination whether there are practical difficulties or particular hardships, shall also take into consideration the extent to which the following facts, favorable to the applicant, have been established by the evidence:

(i) That the majority of the applicant's neighbors have presented no objection to the proposed variance;

(ii) That the variance, if granted, would not be a threat to the public health, safety, and welfare;

(iii) That the variance, if granted, would not materially reduce the marketability of surrounding real property.

(4) Upon the filing of a request for variance under this subsection, the city clerk shall cause notice of the time and place of the hearing for variance to be mailed to all residences within one hundred fifty (150) feet of the enclosure for which the variance is sought.

§5-17. Enclosures; Registration Required

(A) The location of all enclosures with the distance requirements as set forth by §5-16 shall be registered with the Animal Control Authority within ten (10) days of placing any animal upon an unregistered location. Said registration shall be non-reoccurring for each owner, but shall be nontransferable.

(B) The location of all enclosures in existence prior to the effective date of this ordinance shall be registered with the Animal Control Authority within ninety (90) days of the effective date of this ordinance.

§5-18. Number of Animals; Limits

(A) No residential property shall have more than one of the following animals over weaning age per half acre of outdoor enclosure area where said animals are of the following livestock species:

- (1) horses;
- (2) mules;
- (3) donkeys;
- (4) cows;
- (5) sheep;
- (6) goats; and
- (7) llamas;

(i.e. two acres of outside enclosure area may be occupied by two horses and two cows, not four horses and four cows).

(B) No person, except for commercial retail establishments that offer live fowl (~~including~~ excluding including chickens) for retail sale and governmental and/or non-profit educational facilities, shall keep or maintain on his or her property any fowl (~~including~~ excluding including

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chicken hens) in a number that exceeds four (4) per one acre with a minimum of land being one (1) acre (i.e., two acres may be occupied by eight (8) fowl).

(C) All properties which do not comply with subsection (A) or (B) shall either be brought into compliance by October 3, 2006 or shall obtain a conditional use permit as provided by §36-8288 of this Code. The issuance of the conditional use permit shall be subject to the following conditions:

(1) A description of the species and numbers of animals to be kept on the premises during the term of the conditional use permit shall accompany this application.

(2) Written waivers approving the proposed conditional use permit shall be obtained from all persons residing within one hundred fifty (150.0) feet of the subject property and shall accompany the application.

(3) If the subject property shall be brought into compliance with Section (A) or (B) above for one hundred eighty (180) or more consecutive days, the conditional use permit shall terminate and shall not be renewed or reissued.

(D) No residential property shall have more than ~~thirty (30)~~ fifteen (15) rabbits of weaning age at any one time.

(E) No residential property shall have more than ~~64~~ thirty (30) birds over six months of age at any one time.

(F) For the purposes of this section, the number of animals permitted to be kept under subsection (A) shall be reduced by one if rabbits are also kept on said property, and also by one if birds or fowl are kept on said property.

(G) No residential property shall have more than four dogs and/or cats over three months of age.

(H) No residential property shall have more than four different species of animals sheltered and/or enclosed outside the residence.

~~(I) No residential property shall have more than eight (8) chicken hens at any time. Chicken hens shall be confined at all times. Enclosures must be a minimum of fifteen (15) feet from the property line.~~

§5-19. Reserved

§5-20. Shelters and Enclosures; Sanitation

No owner shall fail to keep the shelters and enclosures on his or her property in a sanitary condition. As a minimum, owners shall not fail to:

(A) Remove or dispose of in a sanitary manner, the bedding, offal manure, and waste materials accumulating from livestock at least once every seven (7) days.

(B) Remove or dispose of in a sanitary manner, the bedding, offal manure, and waste

materials accumulating from all other animals ~~at least once daily.~~

(C) Clean and disinfect said shelters and enclosures so as to prevent the breeding of flies and insects and the emission of deleterious and offensive odors therefrom.

§5-21. Food, Water, Health Care, Grooming; Owner's Duty

Owners shall provide at a minimum:

(A) ~~No owner shall fail to provide~~ Food of sufficient quantity and nutritive value to meet the daily requirements for the condition and size of the animal and fresh, clean water for his or her animals, ~~or fail to seek veterinary care for any such animals that are sick or injured.~~ Food and water in containers ~~shall be~~ of sufficient weight and design as to preclude readily tipping over and spilling the contents.

(B) ~~No owner shall leave his or her pets without~~ Adequate shelter in subzero degree temperatures, excessive heat or stormy weather.

(C) Grooming of animals as required to keep the animal free from dangerous matting, skin disease and insect infestation which can affect the health of the animal.

(D) Keep the enclosure or tethered area where the animal is kept free from unsanitary conditions, vermin-harboring debris, junk, contaminated materials, chemicals dangerous to the health of the animal or any other dangerous items that may cause injury to the animal or in any other way endanger the health of the animal.

(E) Appropriate veterinary care for treatment of injuries, parasite and disease, sufficient to maintain good health.

§5-22. Cruelty to Animals Prohibited

(A) No person shall beat, cruelly mistreat, torment, tease, torture, cruelly neglect, or otherwise abuse any animal.

(B) No person shall cause, instigate, or permit any fight or other combat between animals, or between animals and humans.

(C) No person shall cause, place or confine an animal or allow an animal to be confined in a dwelling, motor vehicle or trailer under such conditions or for such periods of time as to endanger the health or well-being of the animal including, but not limited to, extremes of heat or cold, lack of food or water, or any other circumstance which may cause suffering, disability, injury or death.

§5-23. Abandonment of Animals Prohibited

No owner of an animal shall abandon such animal.

§5-24. Exposing Poison Prohibited

No person shall expose any known poisonous substance, whether mixed with food or not, so that the same shall be liable to be eaten by any animal; provided, that it shall not be unlawful

for a person to expose common rat poison mixed only with vegetable substances on his or her own property.

§5-25. Accidents Involving Animals; Duties

No person who, as the operator of a motor vehicle, strikes an animal, shall fail to stop at once and render such assistance as may be possible and shall immediately report such injury or death to the animal's owner, the police, or the animal control authority for the City.

Amended by Ordinance No. 9229, effective 08-26-2009

§5-26. Ear Cropping, Dewclaw Removal, and Taildocking; Prohibition

No person, other than a licensed veterinarian, shall crop the ears, remove the dewclaws, or dock the tail of an animal.

§5-27. Restricted Sale of Chicks and Ducklings

Chickens or ducklings younger than eight weeks of age may not be sold in quantities of less than twenty-five to a single purchaser.

§5-28. Animals as Prizes Prohibited

No person shall give away any live animal, fish, reptile, or bird as a prize for, or as an inducement to enter, any contest, game, or other competition, or as an inducement to enter a place of amusement; or offer such animal as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade.

§5-29. Performing Animal Exhibitions

(A) No performing animal exhibition or circus shall be permitted in which animals are induced or encouraged to perform through the use of chemical, mechanical, electrical, or manual devices in a manner which will cause, or is likely to cause, physical injury or suffering.

(B) All equipment used on a performing animal shall fit properly and be in good working condition.

Article V. Rabies Control

§5-30. Rabies Vaccination

(A) No owner of a dog, cat or ferret over the age of three (3) months shall fail to cause the same to be vaccinated against rabies by a duly licensed veterinarian.

(B) No owner of a dog, cat, or ferret vaccinated as required by subsection (A) shall fail to have such dog, cat, or ferret revaccinated within ten days of the expiration date set forth for the original or any subsequent vaccination of said dog, cat, or ferret.

§5-31. Vaccination Certificate

Every veterinarian who vaccinates a dog, cat, or ferret for rabies shall provide the owner thereof with a certificate showing the date of such vaccination. A copy of each such certificate or

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a compilation thereof providing notification that a vaccination certificate has been issued shall be provided by each veterinary hospital or veterinary clinic to the City of Grand Island, or its designee, by the 10th of each month following the date of issuance.

§5-32. Vaccination Certificate; Duty to Exhibit

The owner of a vaccinated dog, cat, or ferret shall exhibit the certificate of vaccination to any animal control officer upon demand.

Amended by Ordinance No. 9200, effective 12-17-2008

Article VI. Animal Control

§5-33. Stallions, Jacks, and Bulls

No owner of any stallion, jack, or bull shall indecently exhibit the same or permit any such animal to be bred to any mare, jenny, or cow, except where the same is not exposed to public view.

§5-34. Running at Large; Restraint Required

It shall be unlawful for any owner to suffer or permit any dog or other animal to run at large within the corporate limits of the City of Grand Island. "Running at Large" shall mean any dog or other animal off the premises of the owner and not under the immediate control of a person physically capable of restraining the animal by holding a leash, cord, chain, rope, cage or other suitable means of physical restraint or if the animal is out of doors on the premises of the owner, the animal shall be in an adequate fenced in area or securely fastened to a leash, ~~or chain,~~ or trolley system that is of a size and weight appropriate to the size, weight and temperament of the animal to prevent the animal from leaving the owner's premises. It shall be the duty of the ~~city animal control officer~~ Animal Control Authority or other appropriate city law enforcement officer to impound any ~~dog~~ animal found running at large within the City of Grand Island. Every ~~dog~~ animal found running at large in violation of this or any other section of the Grand Island City Code is declared to be a public nuisance and may be impounded at the discretion of the Animal Control Authority or other appropriate city law enforcement officer.

§5-34.1. ~~Animal Training and Shows~~ Reserved

~~Animals may be off a leash when they are being trained for hunting or an animal show at a facility that is owned, leased or operated by a nationally recognized organization or a local affiliate sanctioned by such organization for the training, showing and betterment of animals such as the American Kennel Club or the United Kennel Club. Animals may be off of a leash at an animal show that is sanctioned by a nationally recognized animal organization if such show obtains a permit from the Animal Control Authority. The application for said permit shall set forth the date and place of the show or event, and list the types of activities that will be taking place at the event. If the activities at such animal show do not violate any of the provisions of the Grand Island City Code other than the running at large ordinance, or involve inhumane treatment~~

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~~of the animals at such event then a permit shall be issued by the Animal Control Authority and a copy of the permit shall be sent to the Grand Island City Clerk and to the Grand Island Police Department.~~

§5-34.2. Animals Used and Trained for Law Enforcement; Exemption

Any animal used by law enforcement agencies including but not limited to the City of Grand Island Police Department, the Hall County Sheriff's Department or the Nebraska State Patrol shall be exempted from the provisions of the Grand Island City Ordinances including the Animal Running at Large and Dangerous Dogs Ordinances while such animal is being trained or used for law enforcement purposes.

§5-35. Isolation of Female Animals in Heat

No owner of a female cat or dog in heat shall fail to take reasonable measures to isolate said female from male cats and dogs to prevent contact with such male animals except for planned breeding.

§5-36. Dangerous Animals or Potentially Dangerous Animals on Owner's Property

(A) While unattended on the owner's property, a dangerous or potentially dangerous animal shall be securely confined, in a humane manner, indoors or outdoors in a securely enclosed and locked pen or structure suitably designed to prevent the entry of young children and to prevent the animal from escaping. The pen or structure shall have secure sides and a secure top. If the pen or structure has no bottom secured to the sides, the sides shall be embedded into the ground at a depth of at least one foot. The pen or structure shall also protect the animal from the elements. The owner of a dangerous animal shall post warning signs on the property where the animal is kept that are clearly visible from all areas of public access and that inform persons that a dangerous animal is on the property. Each warning sign shall be no less ~~that~~ than ten (10) inches by twelve (12) inches and shall contain the words warning and dangerous animal in high-contrast lettering at least three (3) inches high on a black background.

(B) All pens or structures for confining dangerous animals or potentially dangerous animals constructed after November 1, 2008 shall be at least ten (10.0) feet from any privately-owned property abutting the animal owners' property.

§5-36.1 Dangerous and Potentially Dangerous Animals; Actions Required; Costs

(A) A dangerous or potentially dangerous animal that has been declared as such shall be spayed or neutered and implanted with a microchip identification number by a licensed veterinarian within thirty (30) days after such declaration. The cost of both procedures shall be the responsibility of the owner of the dangerous or potentially dangerous animal. Written proof of both procedures and the microchip identification number shall be provided to the Animal

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Control Authority after the procedures are completed not to exceed thirty (30) days after the declaration of dangerous or potentially dangerous has been made.

(B) Failure to have the animal spayed or neutered and implanted with a microchip identification number within thirty (30) days of the declaration will result in the impoundment of the animal pursuant to §5-44.

(C) Failure to provide proof the animal being spayed or neutered and implanted with a microchip identification number within thirty (30) days of the declaration will result in the impoundment of the animal pursuant to §5-44.

(D) Any person violating any provision of this section shall be fined pursuant to §1-7 of this code. If a violation is of a continuing nature, i.e., each day after the deadline that the animal is not spayed/neutered or microchipped, each day of the violation shall constitute a separate violation.

§5-37. Dangerous and Potentially Dangerous Animals Restraint; Impoundment; Confiscation

(A) No owner of a dangerous or potentially dangerous animal shall fail to keep such animal securely muzzled and restrained by a leash or chain whenever off the owner's property.

(B) Any dangerous animal or potentially dangerous animal in violation of §5-36 or §5-37 of the Grand Island City Code may be immediately impounded by animal control officers. The owner shall be responsible for the costs incurred by the Animal Control Authority for the care of the dangerous or potentially dangerous animal confiscated by the Animal Control Authority or for the destruction of any dangerous or potentially dangerous animal if the action by the Animal Control Authority is pursuant to law.

(C) In the event an animal conforming to the definition of potentially dangerous animal inflicts an injury on a human being that does not require medical treatment, injures a domestic animal, or threatens the safety of humans or domestic animals, the potentially dangerous animal shall be immediately confiscated by an animal control officer, placed in quarantine for the proper length of time, and thereafter destroyed in an expeditious and humane manner.

(D) An animal conforming to the definition of dangerous animal shall be immediately confiscated by an animal control officer, placed in quarantine for the proper length of time, and thereafter destroyed in an expeditious and humane manner.

(E) Disposition of any animal impounded under this chapter shall be governed by §5-44.

§5-38. Animal Noise

(A) No owner shall allow conditions to exist on said owner's property whereby the owner's animal or animals annoy or disturb any neighborhood or any person by loud, continuous, or frequent barking, howling, yelping, or crowing.

(B) Owners will be subject to fine pursuant to §1-7 of this code, or Nuisance Owner declaration pursuant to §5-46 at the discretion of the Animal Control Authority or other law

enforcement personnel.

§5-39. Pet Excreta; Removal by Owner

The owner of any animal which, while off the property of its owner, deposits excreta on public property, or private property, shall be responsible for its removal. It shall be a violation of this section for the owner to fail to immediately remove such excreta when notified of its existence and location, either by the City or by the owner of the property on which the excreta was deposited.

§5-40. Wild Animals Prohibited

(A) No person shall keep, or permit to be kept on their residential premises any wild animal as a pet, for display, or for exhibition purposes, except as those on an Approved Animal List to be promulgated and adopted by the Animal Advisory Board and approved by the Mayor and City Council. Copies of the Approved Animal List shall be on file with the City Clerk and the Animal Control Authority, and shall be available for public inspection.

(B) No person or commercial animal establishment shall offer any wild animal for sale unless included on the Approved Animal List.

(C) The owner of any wild animal listed on the Approved Animal List over the age of six (6) months shall pay an annual wild animal license fee as adopted and identified in the City of Grand Island Fee Schedule. The annual wild animal license, as provided in this section, shall be for the period of January 1 through December 31 of the licensing year. The wild animal license provided for by this section shall be secured by each owner or new resident within thirty (30) days of establishing residency in the City or after acquiring said animal, notwithstanding the fact that the wild animal may have been registered within the annual period by a previous owner or that the wild animal may have been registered in another authority other than the City of Grand Island. The wild animal license fee shall become due on January 1 of the licensing year and shall become delinquent on March 1 of each year.

(D) Failure to obtain a wild animal license will result in a fine as listed §1-7 of the City Code.

(~~E~~) In the event a person wishes to keep or permit to be kept on his or her residential premises, any wild animal not listed on the Approved Animal List, application in writing may be made to the Animal Advisory Board for adding said species to the Approved Animal List. The primary factor to be considered by the Animal Advisory Board in adding a species to the Approved Animal List shall be whether allowing animals of said species to be kept within the corporate limits of the City of Grand Island presents a risk to public health, safety and welfare or the health, safety and welfare of other species already allowed to be kept as pets.

§5-41. Swine Prohibited

ORDINANCE NO. 9479 (Cont.)

No person shall keep or maintain swine, including the species known as miniature potbellied pigs, on his or her residential premises within the City.

§5-41.1. Roosters Prohibited

No person shall keep or maintain roosters on his or her property within the city, except for commercial retail establishments who offer live fowl or chickens for retail sale, and governmental and/or non-profit educational facilities.

§5-42. Impoundment of Animals at Large

All animals not under restraint may be taken into custody by any animal control officer and impounded in the animal shelter and there confined in a humane manner.

§5-43. Rabies Control; Reporting and Impoundment

(1) Any animal which is owned by a person and has bitten any person or caused an abrasion of the skin of any person shall be seized by the animal control authority for a period of not less than ten days if:

(a) The animal is suspected of having rabies, regardless of the species and whether or not the animal has been vaccinated;

(b) The animal is not vaccinated and is of a species determined by the State of Nebraska to be a rabid species; or

(c) The animal is of a species which has been determined by the State of Nebraska to be a rabid species not amenable to rabies protection by immunization, whether or not such animal has been vaccinated. If, after observation and examination by a veterinarian, at the end of the ten-day period the animal shows no clinical signs of rabies, the animal may be released to its owner unless otherwise prohibited by law.

(2)(a) Except as provided in subdivision (b) of this subsection, whenever any person has been bitten or has an abrasion of the skin caused by an animal owned by another person, which animal has been vaccinated in accordance with State law or regulation or if such injury to a person is caused by an owned animal determined by the State of Nebraska to be a rabid species amenable to rabies protection by immunization which has been vaccinated, such animal shall be confined by the owner or other responsible person as required by the animal control authority for a period of at least ten days and shall be observed and examined by a veterinarian at the end of such ten-day period. If no clinical signs of rabies are found by the veterinarian, such animal may be released from confinement unless ownership of the animal is otherwise prohibited by law.

(b) A vaccinated animal owned by a law enforcement or governmental military agency which bites or causes an abrasion of the skin of any person during training or the performance of the animal's duties may be confined as provided in subdivision (a) of this subsection. Such agency

ORDINANCE NO. 9479 (Cont.)

shall maintain ownership of and shall control and supervise the actions of such animal for a period of fifteen days following such injury. If during such period the death of the animal occurs for any reason, a veterinarian shall within twenty-four hours of the death examine the tissues of the animal for clinical signs of rabies.

(3) Any animal of a rabid species which has bitten a person or caused an abrasion of the skin of a person and which is unowned or the ownership of which cannot be determined within seventy-two hours of the time of the bite or abrasion shall be immediately subject to any tests which the animal control authority believes are necessary to determine whether the animal is afflicted with rabies. The seventy-two-hour period shall include holidays and weekends and shall not be extended for any reason. The tests required by this subsection may include tests which require the animal to be destroyed.

(4) All incidents of biting or scratching shall be reported in writing to the Animal Control Authority by the medical professional treating the injury, the injured party, or in the case of a minor child, the parent or guardian.

(5) In the case of domestic or hybrid animals known to have been bitten by a rabid animal, the following rules shall apply:

(a) If the bitten or exposed domestic or hybrid animal has not been vaccinated in accordance with State statute, such bitten or exposed domestic or hybrid animal shall be immediately destroyed unless the owner is willing to place such domestic or hybrid animal in strict isolation in a kennel under veterinary supervision for a period of not less than six months; and

(b) If the bitten or exposed domestic or hybrid animal has been vaccinated in accordance with State statutes, such domestic or hybrid animal shall be subject to the following procedure: (1) Such domestic or hybrid animal shall be immediately revaccinated and confined for a period of not less than thirty days following vaccination; (2) if such domestic or hybrid animal is not immediately revaccinated, such domestic or hybrid animal shall be confined in strict isolation in a kennel for a period of not less than six months under the supervision of a veterinarian; or (3) such domestic or hybrid animal shall be destroyed if the owner does not comply with either subdivision (1) or (2) of this subdivision.

§5-44. Impounded Animals; Disposition

(A) All animals that are not domestic animals, including but not limited to feral cats, may be humanely euthanized as soon as they are captured or otherwise taken into custody.

(B) All animals impounded pursuant to §5-43 and not euthanized shall be retained until completion of the observation period and the determination by a licensed veterinarian that said animal is not infected with rabies, and then may be redeemed by its owner upon payment of the

ORDINANCE NO. 9479 (Cont.)

fees for impoundment and cost of care as adopted by the Animal Control Authority and identified in the City of Grand Island Fee Schedule. Any domestic animal not claimed within three (3) clear working days after being impounded or such extended period as is granted in writing by the Animal Control Authority to allow the animal's owner to construct a pen or structure in conformance with §5-36 or comply with §5-36.1 shall become the property of the Animal Control Authority and may be placed for adoption or humanely euthanized by said agency at its discretion.

(C) Any animals determined to have rabies by a licensed veterinarian shall be destroyed as soon as possible after that determination is made.

(D) All domestic animals impounded pursuant to other sections of this Chapter shall be retained until redeemed by their owner upon payment of fees for impoundment and cost of care in an amount adopted by the Animal Control Authority and identified in the Grand Island Fee Schedule. Any domestic animal not claimed within three (3) clear working days after being impounded or such extended period as is granted in writing by the Animal Control Authority to allow the animal's owner to construct a pen or structure in conformance with §5-36 or comply with §5-36.1 shall become the property of the Animal Control Authority and may be placed for adoption or humanely euthanized by said agency at its discretion. The foregoing time period shall not include the day of impoundment.

(E) No dog or cat impounded under this Chapter shall be released until said animal is vaccinated and licensed as required by the provisions of this ordinance.

Article VII. Penalties

§5-45. General Penalty

Any person violating any provision of this chapter shall be fined pursuant to §1-7 of this code. If a violation is of a continuing nature, each day of the violation shall constitute a separate violation.

§5-46. Nuisance Owner

~~Any owner or any person in possession of any animal regulated by this chapter who fails to care for and control said animal shall be deemed to be maintaining a nuisance subject to abatement pursuant to §20-15 of the Grand Island City Code upon written request by the Director of the Department of Health, the Grand Island Police Department, or an animal control officer, the abatement of which shall be the forfeiture of the animal or animals in violation. The procedure for abatement of nuisances set forth in §20-15 of the Grand Island City Code shall be followed in all cases not involving an imminent threat to public health, safety or welfare or the health, safety or welfare of the animal or animals in violation.~~

~~— In the event continuation of a public nuisance might cause irreparable harm or poses a serious threat to public health, safety or welfare or the health, safety or welfare of residents of the property in violation, the written notice to abate pursuant to §20-15 of the Grand Island City Code shall not be required as a condition precedent to commencing a legal action to obtain~~

ORDINANCE NO. 9479 (Cont.)

~~abatement of the nuisance and the City of Grand Island, with the consent of the Mayor, may immediately file an action requesting such temporary or permanent order as is appropriate to expeditiously and permanently abate said nuisance and protect the public health, safety or welfare or the health safety or welfare of the residents of the property in violation.~~

(A) Any owner or custodian in possession of any animal regulated by this Chapter may be declared a Nuisance Owner upon written request by the Animal Control Authority, Animal Advisory Board or Law Enforcement of the City of Grand Island for any one of the following:

1. The owner is convicted of one or more violations of this Chapter on four (4) separate occasions in a twenty-four (24) month period; or
2. The owner has failed to comply with the requirements of City Code after the animal has been deemed Potentially Dangerous or Dangerous;

(B) Upon written request by the Animal Control Authority, Animal Advisory Board or Law Enforcement officials to declare an owner a Nuisance Owner, the owner must surrender the animal to the Animal Control Authority within five (5) days of receiving notice of Nuisance Ownership. Service of Nuisance Ownership shall be by personal service or certified U.S. Mail to the last known address of the owner. The animal will be impounded by the Animal Control Authority until a final determination of Nuisance Ownership has been made.

(C) In the event continuation of the nuisance ownership might cause irreparable harm or poses a serious threat to public health, safety or welfare, or the health, safety or welfare of residents of the property where the animal resides, the animal shall be impounded immediately by the Animal Control Authority and held until final determination of Nuisance Ownership is made.

(D) The owner may accept the Notice of Nuisance Ownership as a final determination, or the owner may appeal the Notice of Nuisance Ownership pursuant to Article VIII of this Chapter.

(E) Upon either acceptance of a Nuisance Ownership determination or after appeal and a determination by the Animal Advisory Board of Nuisance Ownership, the disposition of the animal will be at the discretion of the Animal Control Authority and what it determines appropriate.

(F) The owner will be responsible for payment of all impoundment fees as laid out in the City Fee Schedule.

(G) Nuisance owners shall be prohibited from owning or residing with any animal within the corporate limits of the City of Grand Island for a period of two (2) years from the date of determination. Owners found to be in violation of this subsection shall be subject to the Animal Control Authority immediately impounding and disposing of the animal. Ultimate disposition of the animal will be at the discretion of the Animal Control Authority.

(H) Any person violating any provision of this section shall be fined pursuant to §1-7 of this code. If a violation is of a continuing nature, i.e., each day after the deadline that the

animal is in the possession of a prohibited owner, each day of the violation shall constitute a separate violation.

Article VIII. Appeal Procedure

§5-47. Dangerous and Potentially Dangerous; Nuisance Owner; Declaration; Appeal; Disposition

(A) If it shall appear to an animal control officer that any animal conforms to the definition of a dangerous animal or potentially dangerous animal, or an owner is a Nuisance Owner pursuant to §5-46 above, written notice declaring the animal a dangerous or potentially dangerous animal or an owner a Nuisance Owner shall be delivered to the animal's owner either by personal service or by Certified U.S. mail addressed to the last known address of said owner.

(B) In the case of a dangerous animal, within five (5) days of personal service or mailing of a notice of declaration to the animal's owner said owner shall deliver said animal to the Animal Control Authority for impoundment and disposition pursuant to §5-37. In the case of a potentially dangerous animal, within five (5) days of personal service or mailing of a notice of declaration to the animal's owner said owner shall either provide reasonable proof of compliance with §5-36 and §5-37 of the Grand Island City Code or shall deliver said animal to the Animal Control Authority for impoundment and disposition . Refusal or failure by the owner of any animal declared a dangerous animal or potentially dangerous animal to comply with this subsection shall be a violation of the Grand Island City Code and shall be subject to abatement as a public nuisance pursuant to §5-46.

(C) The owner of any animal declared a potentially dangerous animal or dangerous animal by an animal control officer, or declaration of a Nuisance Owner pursuant to §5-46 above may appeal the decision to the Animal Advisory Board by submitting a letter of appeal to the Animal Control Authority within 72 hours of either receiving personal service or mailing of the written notice of declaration. The Animal Advisory Board shall hold a hearing within ten (10) days of delivery of the letter of appeal to the Authority. The hearing shall be conducted informally. The animal's owner and Animal Control Authority shall present oral or written statements or reasons supporting or opposing the declaration to the Animal Advisory Board. Statements by each participant shall be limited to a total time of ~~one hour~~ thirty (30) minutes or less. Upon conclusion of the hearing the Animal Advisory Board may reverse, modify or affirm the declaration of the ~~animal control officer~~ Animal Control Authority. Notice of the determination of the Animal Advisory Board shall be given to the animal's owner and the Animal Control Authority, either personally or by United States Mail.

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

ORDINANCE NO. 9479 (Cont.)

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

Enacted: March 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 25, 2014

Council Session (Corrected)

Item F-3

#9480 - Consideration of Amending Chapter 33 of the Grand Island City Code Relative to Subdivision Regulations – Street Design Standards

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9480

An ordinance to amend Chapter 33 Section 12 of the Grand Island City Code; to amend Chapter 33 Section 12 pertaining to Standards for Streets and Alleys; to repeal Chapter 33 Section 12 as now existing, and 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. Sections 33-12 of the Grand Island City Code are hereby amended to read as follows:

§33-12. Streets and Alleys

(1) The arrangement of streets shall conform as nearly as possible to the street plan of the General Development Plan with provisions for the extension of arterial and collector streets. Streets in the subdivision, normally shall connect with streets already dedicated in adjoining or adjacent subdivisions, and provisions may be required for future connections to adjoining unsubdivided tracts.

(2) Local streets should be so planned as to discourage through traffic. Cul-de-sacs should normally not be longer than five hundred feet and shall terminate with right-of-way turn-around having a diameter of not less than one hundred feet, and an outside curb diameter of not less than eighty feet for residential areas. Cul-de-sacs within industrial or commercial areas shall have a right-of-way diameter of not less than 120 feet and an outside curb diameter of not less than 100 feet.

(3) Collector and Arterial streets should be planned with minimal local street and driveway accesses. Residential subdivisions should be designed with street patterns that provide driveway access from local streets.

(4) Whenever a proposed subdivision is adjacent to or contains a portion of an existing or proposed federal or state highway, provision in such subdivision shall be made for one of the following methods of development:

(a) If the highway is either a non-access or controlled access thoroughfare, one of the following two methods of development shall be required:

(i) A frontage street adjacent and parallel to such thoroughfare shall be provided; or

(ii) Lots shall back or side to such thoroughfare and have access to another street. Lots in commercial or industrial zoning districts shall have a landscaped area averaging thirty feet in width, or other approved landscaping, adjacent to such thoroughfare, and outside storage of unassembled or unfinished materials or products and inoperable equipment or motor vehicles shall be suitably screened by a sight-obscuring fence, foliage, or other screening material. Lots in residential zoning districts shall have a sight-obscuring fence, foliage, or other screening material adjacent to such thoroughfare. The sight-obscuring fence shall not be metal strips or slats in a chain link fence.

(b) If the highway is not a non-access or controlled access thoroughfare, one of the following methods of development shall be required:

(i) Either method required for a non-access or controlled access thoroughfare may be applied; or

(ii) Lots may have frontage directly on such thoroughfare, provided, that the minimum setback for any new building in any zoning district shall be thirty feet, and shall be landscaped except for approved driveways.

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| March 21, 2014 | ☐ City Attorney |

ORDINANCE NO. 9480 (Cont.)

(5) Half streets shall be prohibited except where essential to the reasonable development of the subdivision in conformity with the other requirements of these regulations, or where it is found to be practicable to require the dedication of the other half when adjoining property is subdivided.

(6) Under normal conditions streets shall be laid out as to intersect as nearly as possible at right angles, except where topography or other conditions justify variations. More than four approaches to any intersection shall be prohibited. Street jogs at intersections with centerline offsets of less than 75 feet should be avoided.

(7) Alleys may be provided in commercial and industrial districts. Alleys shall be avoided in residential districts except to extend existing alleys to a street.

(8) The right-of-way widths, improvements, and grades for streets and alleys included in any subdivision shall not be less than the minimum right-of-way and outside curb dimensions or less than the minimum grade for each classification as follows shown on the street cross sections as recommended by the Grand Island Public Works Department and approved by the Grand Island City Council attached as addendum C-Approved Street Cross Sections.

| Residential Areas | | | |
|----------------------------------|--------|----------|-------|
| | R.O.W. | Improved | Grade |
| Arterial Street Five Lane Design | 100' | 65'* | 0.3% |
| Arterial Street | 80 | 47'* | 0.3% |
| Collector Street | 60' | 41'* | 0.3% |
| Local Street | 60' | 37' | 0.3% |
| (parking on one side) | 60' | 31'*** | 0.3% |
| (no parking either side) | 60' | 26'*** | 0.3% |
| Cul-de-sac Street | 60' | 37' | 0.3% |
| (parking on one side) | 60' | 31' | 0.3% |
| (no parking either side) | 60' | 26' | 0.3% |
| Frontage Street | 40' | 29' | 0.3% |
| Alley | 16' | 16' | 0.3% |

| Commercial or Industrial Areas | | | |
|----------------------------------|--------|----------|-------|
| | R.O.W. | Improved | Grade |
| Arterial Street Five Lane Design | 100' | 65'*** | 0.3% |
| Arterial Street | 80' | 47'*** | 0.3% |
| Collector Street | 60' | 45'*** | 0.3% |
| Local Street | 60' | 41' | 0.3% |
| (parking on one side) | 60 | 41' | 0.3% |
| (no parking either side) | 60 | 41' | 0.3% |
| Cul-de-sac Street | 60' | 41' | 0.3% |
| (parking on one side) | 60' | 41' | 0.3% |
| (no parking either side) | 60' | 41' | 0.3% |
| Frontage Street | 65' | 41' | 0.3% |
| Alley | 24' | 22' | 0.3% |

Medians

Location: Medians may be located within streets to be dedicated to the public.

Lane width: A minimum unobstructed lane width of twenty (20.0) feet (improved 21' back of curb to back of curb) is required between the median curb and the street curb.

Landscaping: Medians within the public right-of-way may be landscaped, maintenance of landscaped medians shall be the responsibility of a property owners association created at or before filing the final plat. The city will maintain concrete medians or bricked medians within the public right-of-way.

All streets shall be designed and graded to the full right-of-way widths stated.

~~* The developer shall not be responsible for providing improvements wider than 37 feet at his expense.~~

~~** The developer shall not be responsible for providing improvements wider than 41 feet at developer's sole expense.~~

ORDINANCE NO. 9480 (Cont.)

~~*** A residential local street or cul de sac street improvement width of 31 feet (parking on one side); or, a residential local street or cul de sac street improvement width of 26 feet (no parking either side) shall normally not be permitted, and shall only be considered under special exceptional circumstances.~~

(9) Drives, streets, or roadways within condominium, townhouse, or planned unit developments shall have a minimum right-of-way, improvement, and grade as determined by agreement between the subdivider, public works director, director of Planning, and approved by the city council.

(10) The horizontal alignment on all streets except in unusual cases shall be as follows:

| | |
|--|--------------|
| Radii of Horizontal Curves (Center Line) | |
| Arterial Streets..... | 700' minimum |
| Collector Streets..... | 300' minimum |
| Local Streets..... | 100' minimum |

SECTION 2. Addendum "C" is hereby adopted as part of Chapter 33 of the Grand Island City Code, and shall read as follows

ADDENDUM "C"
APPROVED STREET CROSS SECTIONS

(As Attached)

SECTION 3. Sections 33-12 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 4. Sections 33-12 and Addendum "C" are hereby adopted as part of Chapter 33 of the Grand Island City Code.

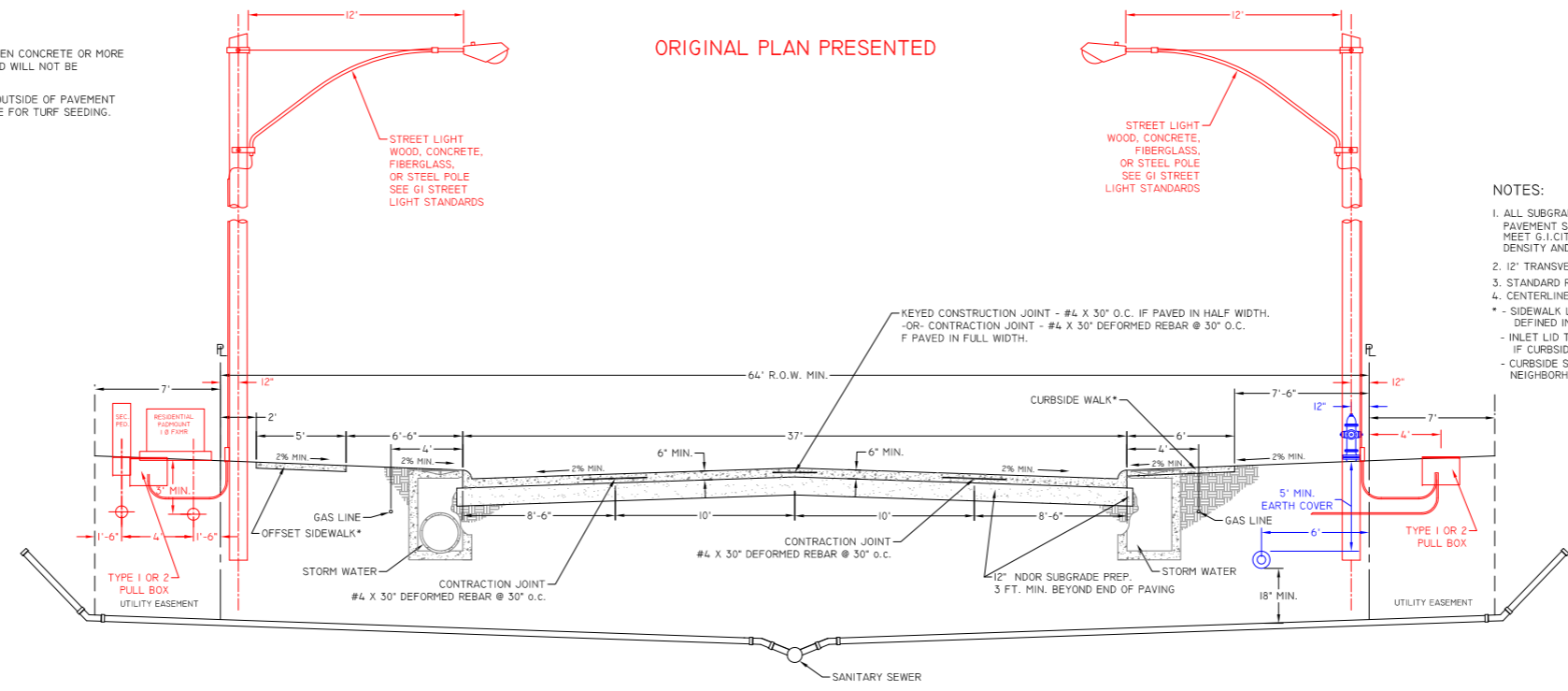
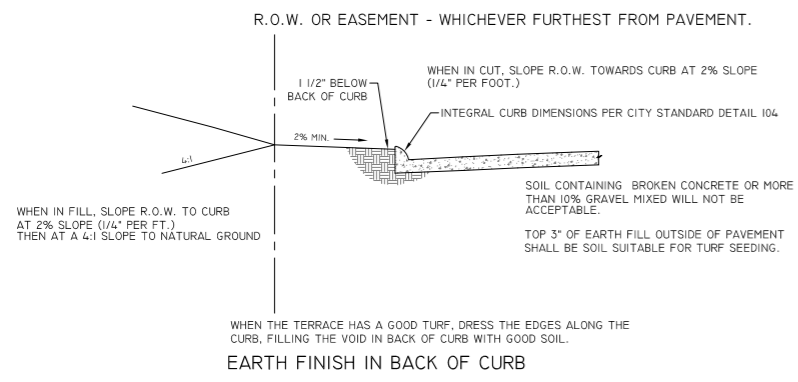
SECTION 5. That this ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: March 25, 2014.

Jay Vavricek, Mayor

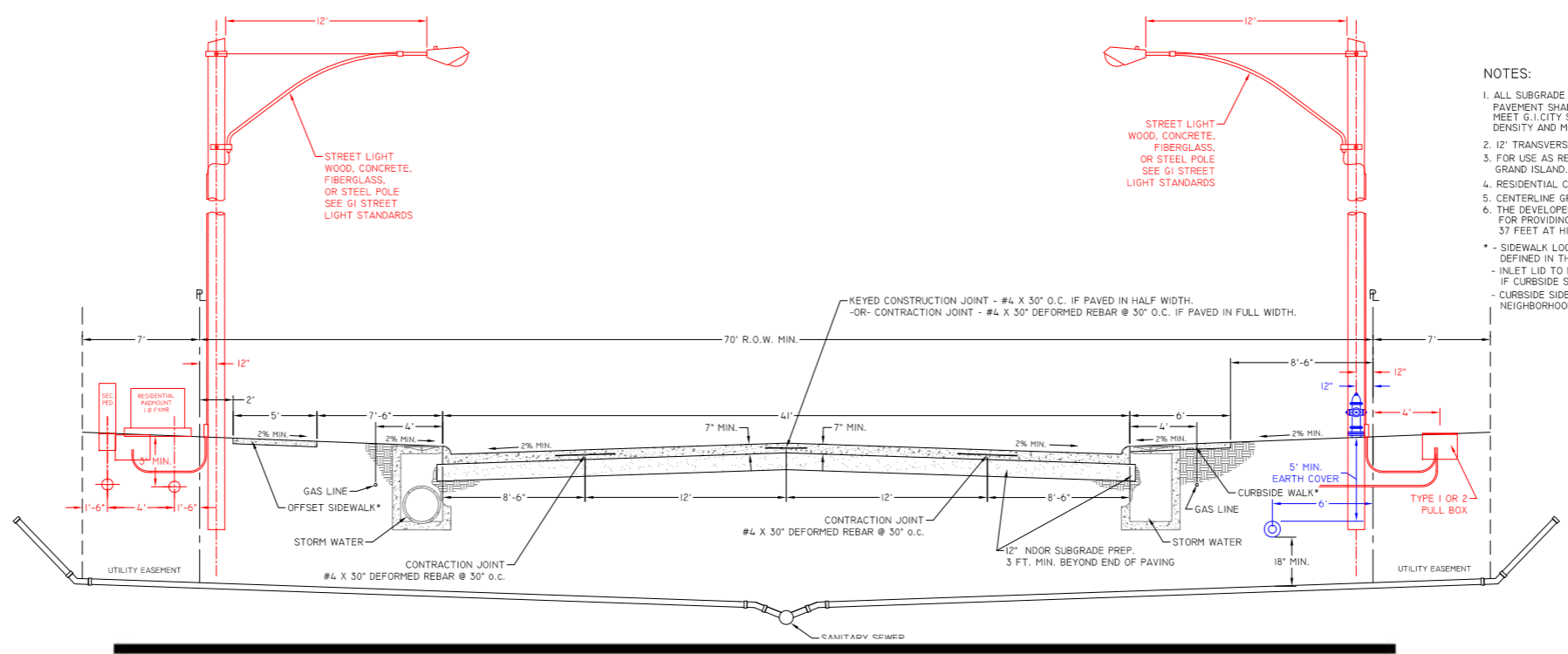
Attest:

RaNae Edwards, City Clerk



- NOTES:
1. ALL SUBGRADE AND FILL BELOW PAVEMENT SHALL BE TESTED AND MEET G.I. CITY STANDARD SPECS. FOR DENSITY AND MOISTURE.
 2. 12" TRANSVERSE JOINTS
 3. STANDARD RESIDENTIAL USE.
 4. CENTERLINE GRADE MIN. 0.3%.
- * - SIDEWALK LOCATION TO BE LOCATED AS DEFINED IN THE SUBDIVISION AGREEMENT
- INLET LID TO MATCH SIDEWALK CROSS SLOPE IF CURBSIDE SIDEWALK INSTALLED
- CURBSIDE SIDEWALK ONLY PERMITTED WHERE NEIGHBORHOOD MAILBOXES ARE PROVIDED.

STANDARD RESIDENTIAL USE
TYPICAL 37' PAVEMENT WIDTH



- NOTES:
1. ALL SUBGRADE AND FILL BELOW PAVEMENT SHALL BE TESTED AND MEET G.I. CITY STANDARD SPECS. FOR DENSITY AND MOISTURE.
 2. 12" TRANSVERSE JOINTS
 3. FOR USE AS REQUIRED BY THE CITY OF GRAND ISLAND.
 4. RESIDENTIAL COLLECTOR.
 5. CENTERLINE GRADE MIN. 0.3%.
 6. THE DEVELOPER SHALL NOT BE RESPONSIBLE FOR PROVIDING IMPROVEMENTS WIDER THAN 37 FEET AT HIS EXPENSE.
- * - SIDEWALK LOCATION TO BE LOCATED AS DEFINED IN THE SUBDIVISION AGREEMENT
- INLET LID TO MATCH SIDEWALK CROSS SLOPE IF CURBSIDE SIDEWALK INSTALLED
- CURBSIDE SIDEWALK ONLY PERMITTED WHERE NEIGHBORHOOD MAILBOXES ARE PROVIDED.

RESIDENTIAL COLLECTOR
TYPICAL 70' PAVEMENT WIDTH

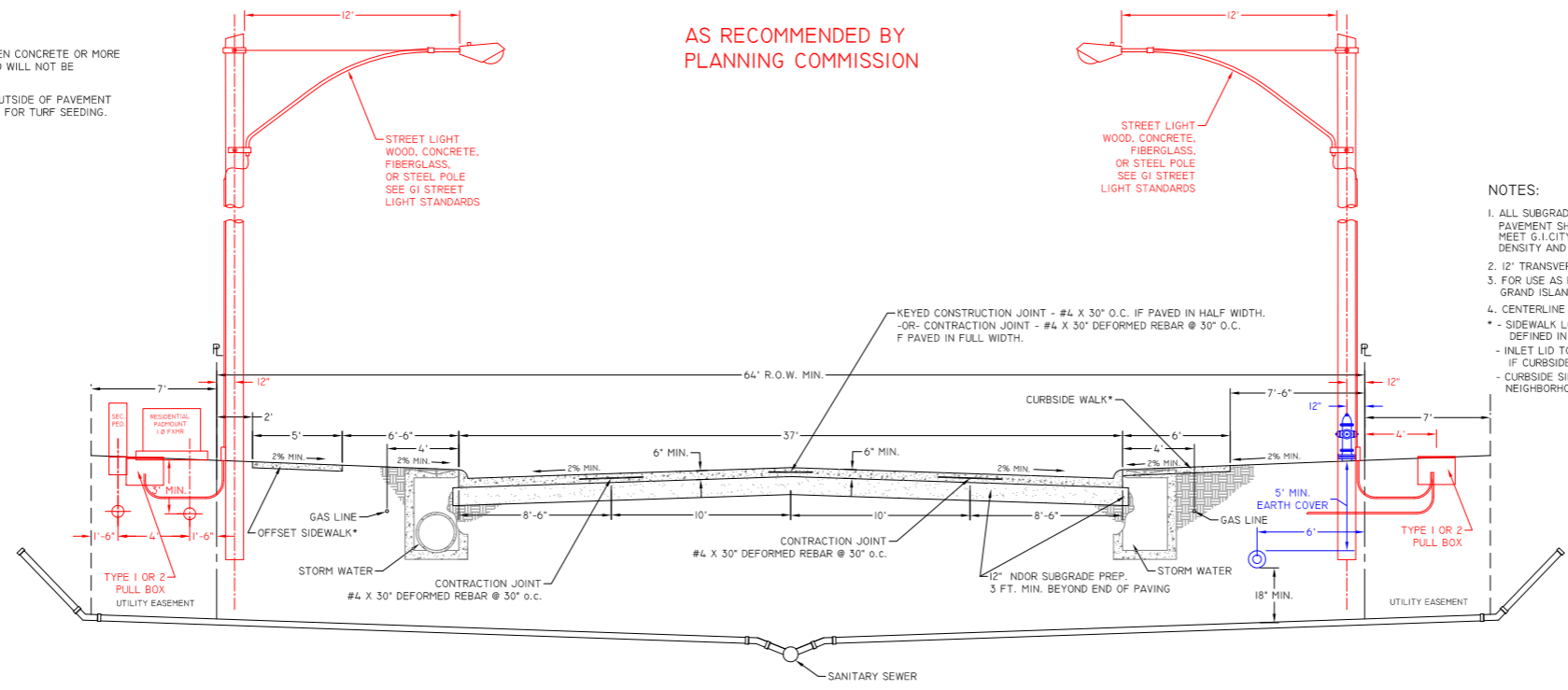
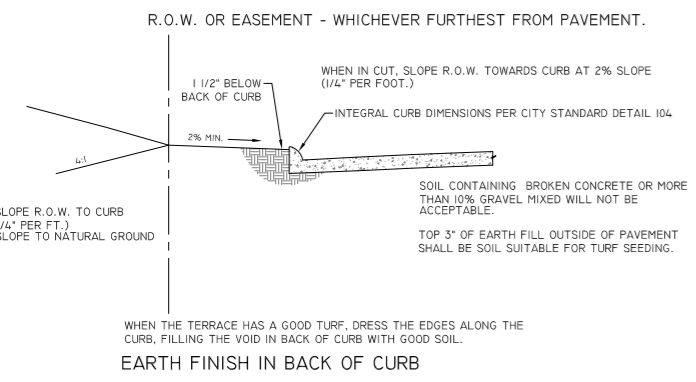
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RESIDENTIAL
PAYMENT CROSS SECTIONS
GRAND ISLAND, NEBRASKA

| | |
|----------------|----------|
| DRAWING NO.: | 156/1285 |
| CROSS SECTION: | 1 |
| | 2 |

DWG: CAD DETAILS TYPICAL STREET SECTIONS CROSS SECTION-RESIDENTIAL.DWG - 37' & 41' II X 17 LANDSCAPE

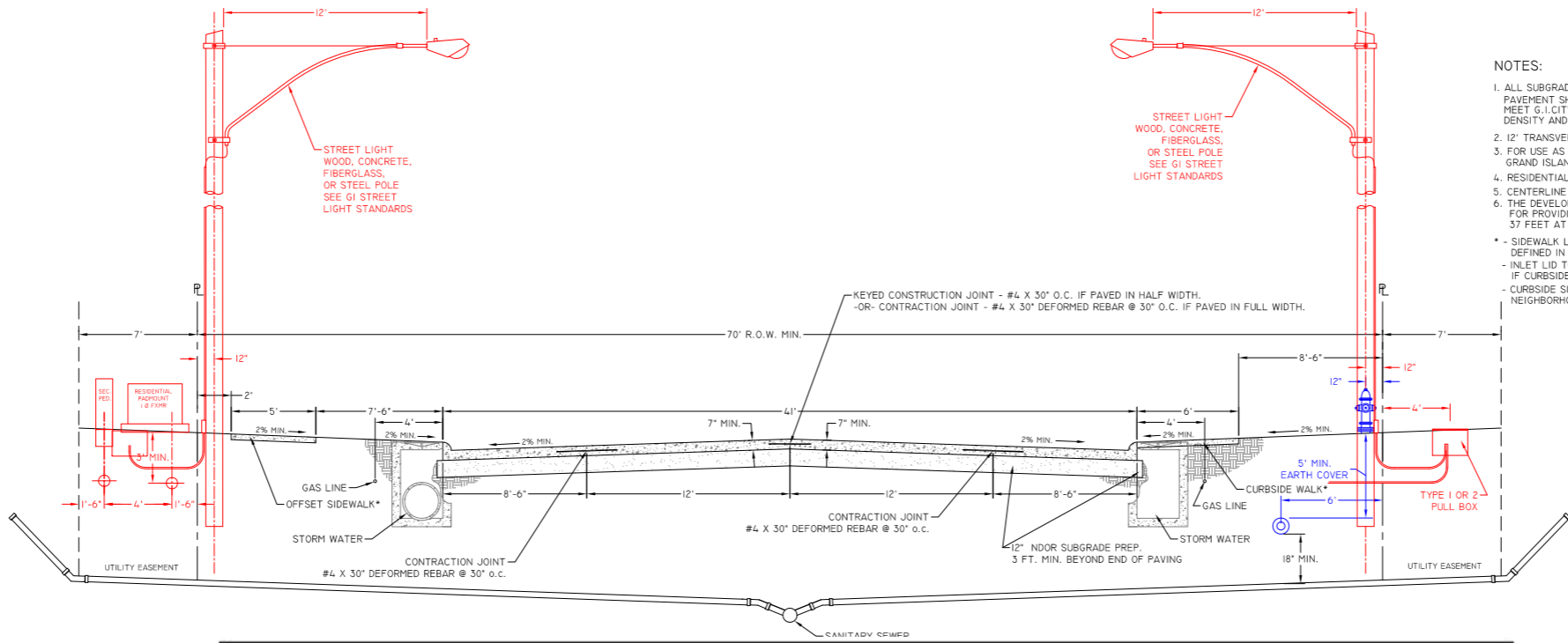
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AS RECOMMENDED BY
PLANNING COMMISSION

NOTES:

1. ALL SUBGRADE AND FILL BELOW PAVEMENT SHALL BE TESTED AND MEET G.I. CITY STANDARD SPECS. FOR DENSITY AND MOISTURE.
2. 12\"/>



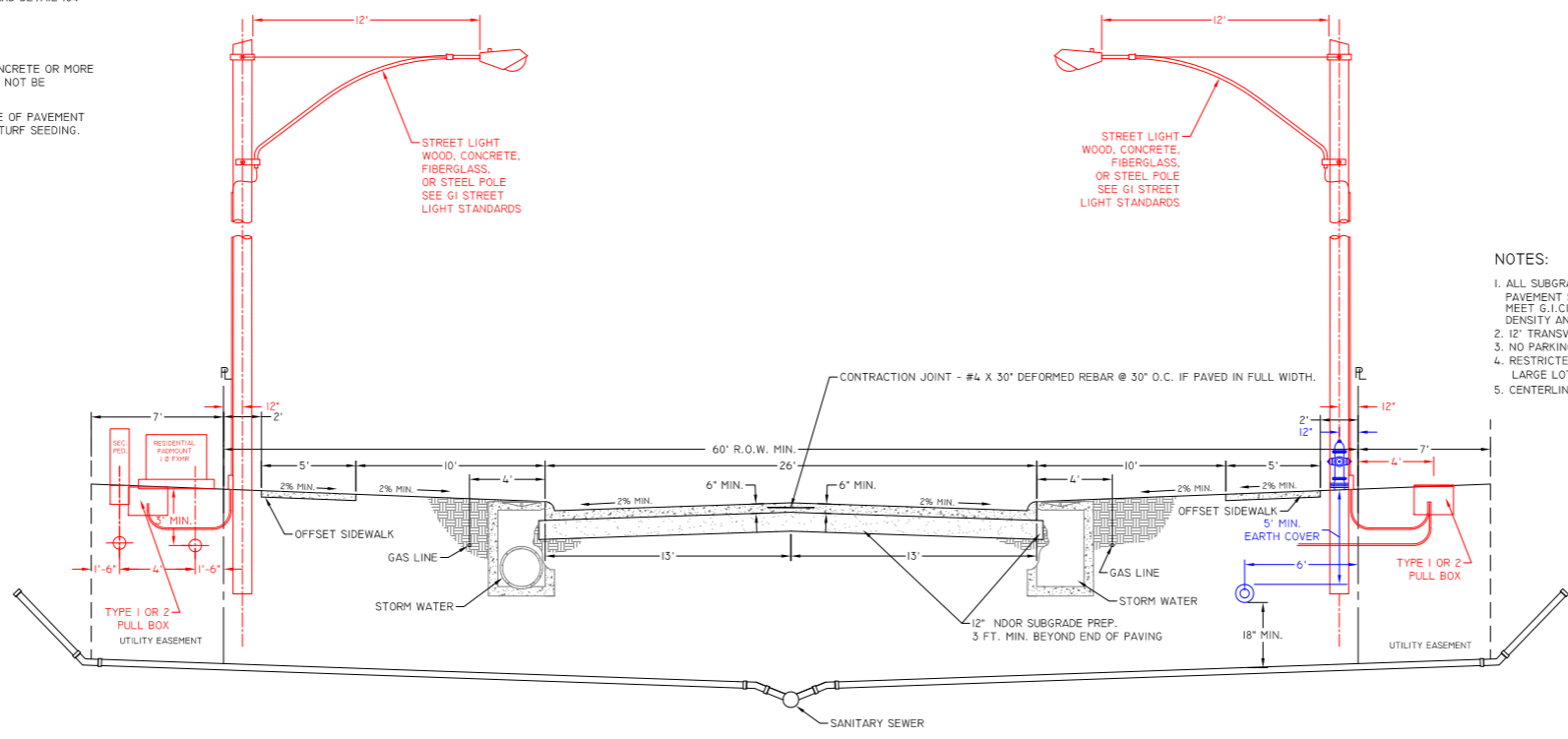
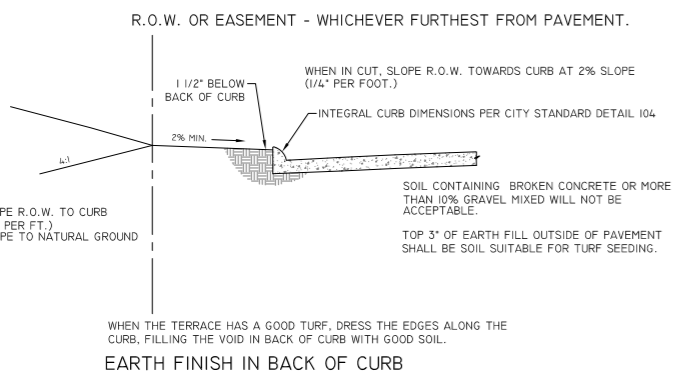
NOTES:

1. ALL SUBGRADE AND FILL BELOW PAVEMENT SHALL BE TESTED AND MEET G.I. CITY STANDARD SPECS. FOR DENSITY AND MOISTURE.
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| REVISIONS | DATE | BY | DESCRIPTION |
|-----------|------------|-----|-------------|
| 1 | 12/10/2013 | TJY | |
| 2 | XX/XX/XX | | |
| 3 | XX/XX/XX | | |
| 4 | XX/XX/XX | | |
| 5 | XX/XX/XX | | |

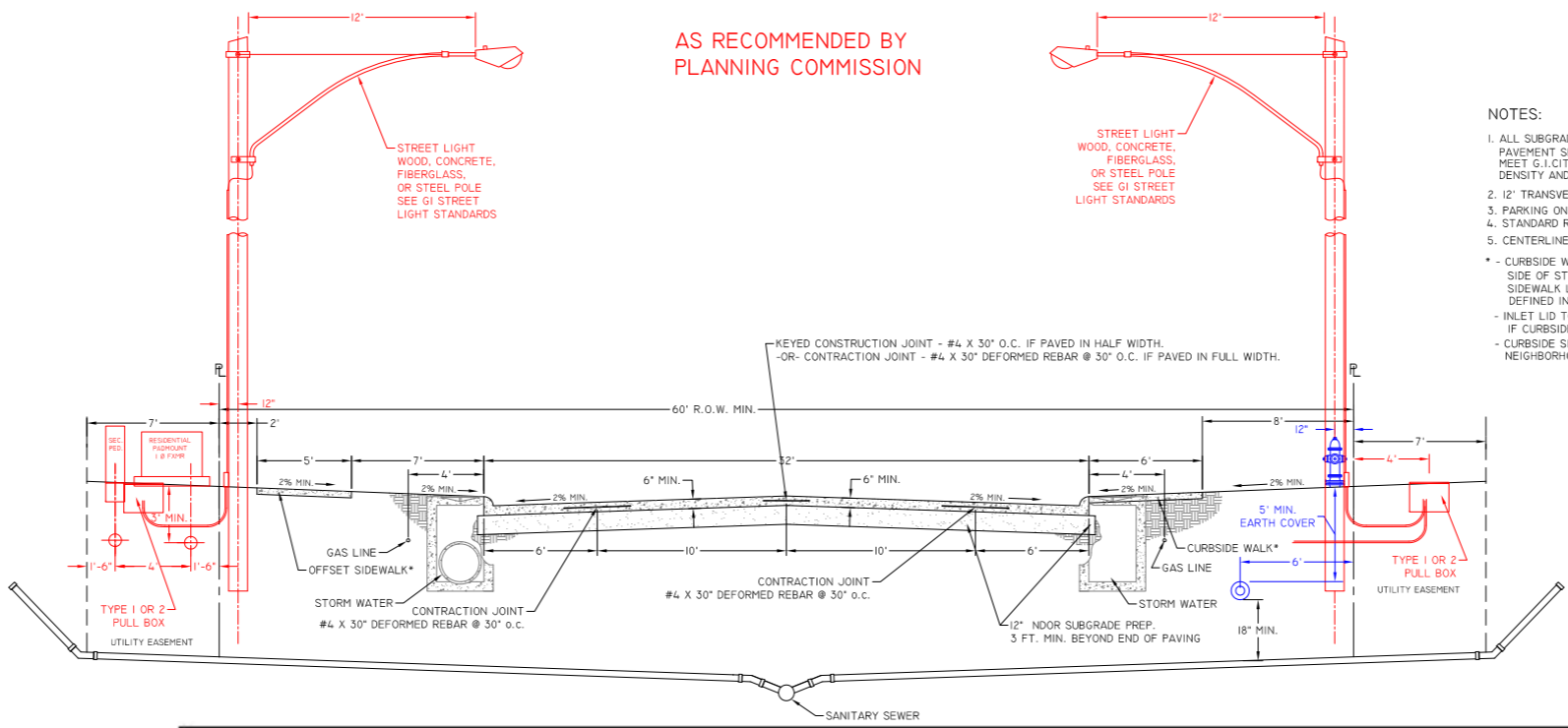
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| PAVEMENT CROSS SECTIONS | |
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DWG: H:\CAD\DETAILS\TYPICAL STREET SECTIONS\CROSS SECTION-RESIDENTIAL - AS RECOMMENDED BY PLANNING COMMISSION 03-05-2014.DWG - 26' & 32' II X 17 LANDSCAPE



LARGE LOT RESIDENTIAL DEVELOPMENT
TYPICAL 26' PAVEMENT WIDTH

- NOTES:**
1. ALL SUBGRADE AND FILL BELOW PAVEMENT SHALL BE TESTED AND MEET G.I. CITY STANDARD SPECS. FOR DENSITY AND MOISTURE.
 2. 12" TRANSVERSE JOINTS
 3. NO PARKING
 4. RESTRICTED TO USE IN LLR - LARGE LOT RESIDENTIAL DEVELOPMENT.
 5. CENTERLINE GRADE MIN. 0.3%.



STANDARD RESIDENTIAL STREET

AS RECOMMENDED BY PLANNING COMMISSION

- NOTES:**
1. ALL SUBGRADE AND FILL BELOW PAVEMENT SHALL BE TESTED AND MEET G.I. CITY STANDARD SPECS. FOR DENSITY AND MOISTURE.
 2. 12" TRANSVERSE JOINTS
 3. PARKING ONE SIDE ONLY.
 4. STANDARD RESIDENTIAL USE.
 5. CENTERLINE GRADE MIN. 0.3%.
- CURBSIDE WALK LOCATED ON PARKING SIDE OF STREET.
 - SIDEWALK LOCATION TO BE LOCATED AS DEFINED IN THE SUBDIVISION AGREEMENT
 - INLET LID TO MATCH SIDEWALK CROSS SLOPE IF CURBSIDE SIDEWALK INSTALLED
 - CURBSIDE SIDEWALK ONLY PERMITTED WHERE NEIGHBORHOOD MAILBOXES ARE PROVIDED.

| REVISIONS | DATE | DESCRIPTION |
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| SURV. BY: | 12/10/2013 | TJY |
| DATE: | | |
| DR. BY: | | |
| DATE: | | |
| CHK. BY: | | |
| DATE: | | |
| APPR. BY: | | |
| DATE: | | |

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|-------------------------|
| RESIDENTIAL |
| PAVEMENT CROSS SECTIONS |
| GRAND ISLAND, NEBRASKA |

| | |
|---------------------------|---|
| DRAWING NO.: | 2 |
| CROSS SECTION-RESIDENTIAL | 2 |



City of Grand Island

Tuesday, March 25, 2014

Council Session (Corrected)

Item F-4

#9481 - Consideration of Amending Chapter 8-14 of the Grand Island City Code Relative to Buildings

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: March 25, 2014

Subject: Amendment to Chapter 8 of the Grand Island City Code to Adopt a Provision that Provides for the Installation of a 3” Diameter Pipe to Facilitate Future Needs of a Soil Gas Ventilation System

Item #'s: F-4

Presenter(s): Craig Lewis, Building Department Director

Background

The City of Grand Island recently approved Ordinance #9475 which modified the City Code to update building requirements by adopting the 2012 editions of the International Building and Residential Code.

As part of that adoption, Section 8-14 was intended to be modified to include a provision that would require the installation of a 3 inch pipe through floors, walls and into the attic space to provide a ventilation pipe in case future needs were to ventilate soil gasses. Existing City Code requires the installation of a sub-surface drainage system for buildings constructed with basements or floors 24 inches or more below the elevation of the adjacent street. One method for abating radon gases in subfloor areas is to provide drain tiles and a vent pipe to the exterior.

By amending the provisions of the existing subsurface drainage system to provide a vent pipe the potential of a ventilation radon system is possible if desired.

Discussion

The Building Code Advisory Board has reviewed the proposed modification and recommends adoption as outlined in the attached amended Chapter 8, Section 8-14 of the City Code.

This amendment will provide a vent pipe for the subsurface drainage system in the event it becomes necessary to utilize the system for radon mitigation.

Alternatives

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

1. Approve the request and amend the City Code as proposed.
2. Disapprove or deny the request.
3. Modify the amendment to meet the wishes of the Council.
4. Table the issue.

Recommendation

City Administration recommends that the Council approve the recommendation of the Building Code Advisory Board and amend Chapter 8, Section 8-14 of the Grand Island City Code.

Sample Motion

Move to approve Ordinance #9481 amending Chapter 8, Section 8-14 of the Grand Island City Code.

ORDINANCE NO. 9481

An ordinance to amend Chapter 8 of the Grand Island City Code; to amend Section 8-14 to add 1805.4 (5); to repeal Section 8-14 as now existing, and 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. Section 8-14 of the Grand Island City Code is hereby amended to read as follows:

Article I. General
Division 1. International Building Code

§8-14. IBC – Amendment of Section 1805 and IRC- Amendment of R406

Section 1805 of the International Building Code and Section R406 of the International Residential Code is hereby amended by adding thereto the following:

1805.2.2 & 1805.2.2.1 Walls. & Surface preparation of walls, and R406, R406.2, subsurface drainage system shall be included as an alternative to waterproofing. Add Backplaster and Dampproofing

Exterior foundation walls below grade of any building consisting of masonry units having a basement shall be backplastered with one-half inch (1/2") Portland cement and sand mix (1:2 1/2 by volume) or two one-fourth inch (1/4") coats of Type M mortar, and with an approved dampproofing material. Poured concrete foundations shall be coated with dampproofing without back plaster. Alternative dampproofing may be approved by the building official.

1805.4 Delete existing and add Subsurface Drainage Systems

All buildings constructed with basements or floor levels twenty-four (24) inches or more below the elevation of the center line of the adjacent public street shall be provided with a subsurface drainage system. A subsurface drainage system shall consist of the minimum following elements:

- (1) Minimum four (4") diameter perforated or scored drain pipe embedded in four inches (4") of coarse gravel installed around the inside of the perimeter footing such that no floor location is greater than ten feet (10') to such drain pipe.
- (2) Minimum fifteen inch (15") diameter by thirty inch (30") deep sump pump pit for each one thousand five hundred (1,500) square feet of floor area to be drained.
- (3) Minimum two inch (2") diameter weep holes through the footing at eight foot (8') on center intervals with a minimum of four inch (4") of gravel cover on the exterior of the footing.
- (4) Minimum four inch (4") gravel bed under floor slab.

(5). A 3" minimum diameter pipe shall be installed through the floors and into the attic, capped and sealed to facilitate a future soil gas ventilation system.

Amended by Ordinance No. 8955, effective 3-31-2005
Amended by Ordinance No. 9162, effective 05-01-2008
Amended by Ordinance No. 9365, effective 03-30-2012

Approved as to Form _____
March 21, 2014 City Attorney

ORDINANCE NO. 9481 (Cont.)

SECTION 2. Section 8-14 as now existing, and any ordinances or parts of ordinances in conflict herewith are repealed.

SECTION 3. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 4. That this ordinance shall be in force and take effect April 15, 2014 and shall be published within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: March 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 25, 2014

Council Session (Corrected)

Item F-5

#9477 - Consideration of Setting Forth Gender Neutral Calculation for Pre-84 Police Pension (Second & Final Readings).

Staff Contact: Robert Sivick

Council Agenda Memo

From: Robert J. Sivick, City Attorney

Meeting: March 25, 2014

Subject: Consideration of Setting Forth a Method for Calculating Gender Neutral Lump Sum Pension Benefits for Pre-1984 Police Retirees

Item #'s: F-5

Presenter(s): Robert J. Sivick, City Attorney

Background

In 1983 the Nebraska Legislature passed LB237 which contained the Police Officers Retirement Act (Act), codified in Article 10(a) of Chapter 16, §§16-1001 - 1019 of the Nebraska Revised Statutes. The Act and the resulting statutes addressed issues regarding pensions for police officers employed by Cities of the First Class.

In November, 2012 it was discovered in 2005 the Police Pension Committee (Committee) ceased calculating lump sum pension benefits for pre-84 police retirees on a gender specific basis. On February 5, 2013 the Grand Island City Council (Council) approved Resolution 2013-26(B) which directed the Committee to henceforth calculate those benefits on a gender specific basis.

In April, 2013 retired Grand Island Police Captain Peter E. Kortum filed a complaint against the City of Grand Island (City) with the United States Equal Employment Opportunity Commission (USEEOC) alleging he suffered discrimination on the basis of his gender when the City calculated his lump sum pension benefits. Shortly thereafter five other current Grand Island Police Officers hired prior to 1984 also filed complaints with the USEEOC alleging they would face gender discrimination when they retired.

In July, 2013 the USEEOC issued a determination there was reason to believe Captain Kortum suffered gender discrimination on the basis of how his lump sum pension benefits were calculated. Rather than litigating the matter the City entered into settlement negotiations with Captain Kortum and the USEEOC. On November 26, 2013 the Council approved Resolution 2013-376 setting forth a monetary settlement between the City and Captain Kortum.

However, the passage of Resolution 2013-376 did not settle the City's dispute with the USEEOC or the five other police officers alleging prospective gender discrimination. City legal staff negotiated terms which include a provision the City will not admit violating any provision of Title VII of the Civil Rights Act of 1964 which prohibits various forms of discrimination. In addition, City legal staff negotiated a term the City's governing body, that being the Council, will set forth a method of calculating lump sum police pension benefits on a gender neutral basis. The Ordinance before you for consideration tonight does so.

Discussion

This matter arose largely because the Act was poorly drafted in 1983 and contained numerous inconsistencies. In particular, §16-1002(1) of the Act requires, "[a]ll actuarial and mortality assumptions adopted by the city or retirement committee shall be on a sex-neutral basis". In contrast, §16-1007(2)(c) of the Act requires lump sum pension benefits be calculated based on "the average of the cost of three annuity contracts purchased on the open market." City staff discovered gender neutral annuity products were unavailable for purchase in Nebraska and the gender neutral annuity quotes used to calculate benefits were actually quotes for females. This vastly increased the cost borne by the City's taxpayers as the purchase price of an annuity for a female of a particular age is much higher than that for a male of the same age due to the longer life expectancy of females. Given this situation it was difficult if not impossible for the City to comply with the Act as presently written.

Grand Island City staff in conjunction with the staff of other First Class Cities and the League of Nebraska Municipalities worked with Senator Mike Gloor in drafting LB 929 which was amended into LB 759 last week. That bill sets forth a definition of "sex neutral" and a method of calculating lump sum pension benefits on a gender neutral basis. The language of proposed Ordinance 9477 mirrors the language of LB 759.

Approving Ordinance 9477 will allow the City to settle its disputes with the USEEOC related to gender discrimination complaints filed by past and present Grand Island Police Officers. Not approving Ordinance 9477 will constitute a rejection of any settlement with the USEEOC necessitating the matters be resolved through further litigation.

Alternatives

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

1. Move to approve.
2. Move to deny.
3. Take no action on the issue.

Recommendation

The City Administration recommends the approval of Ordinance 9477.

Sample Motion

Move to approve Ordinance 9477.

ORDINANCE NO. 9477

An Ordinance to set forth a method of calculating gender neutral lump sum pension benefits for police officers hired prior to 1984.

WHEREAS, the Grand Island City Council has decided to repeal Resolution 2013-26(B) and replace the method of calculating Lump Sum Police Pension Benefits provided by the City of Grand Island in that Resolution with the method set forth in this Ordinance and to bring the City's method of calculating said benefits in accordance with LB 759 presently pending before the Nebraska Legislature.

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

That in calculating Lump Sum Police Pension Benefits on a sex neutral basis in accordance with the Nebraska Police Officers Retirement Act set forth in Article 10 of Chapter 16 of the Nebraska Revised Statutes the following definition of sex neutral shall mean:

- I. The benefit calculation provided to the City by a licensed domestic or foreign insurance or annuity company with a product available for purchase in Nebraska that utilizes a blended, non-gender specific rate for actuarial assumptions, mortality assumptions, and annuity conversion rates for a particular participant, except that if a blended, non-gender specific rate is not available for purchase in Nebraska, the benefit calculation shall be performed using the arithmetic mean of the male-specific actuarial assumptions, mortality assumptions, or annuity conversion rates and the female-specific actuarial assumptions, mortality assumptions, or annuity conversion rates, as applicable, for a particular participant, and the arithmetic mean shall be determined by adding the male-specific

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| Approved as to Form | ☐ _____ |
| March 23, 2014 | ☐ City Attorney |

ORDINANCE NO. 9477 (Cont.)

actuarial assumptions, mortality assumptions, or annuity conversion rates to the female-specific actuarial assumptions, mortality assumptions, or annuity conversion rates applicable to a particular participant and dividing the sum by two.

II. Any ordinances or parts of ordinances or Resolutions in conflict are hereby repealed.

III. This ordinance shall be in full force and will take effect from and after its passage and publication pursuant to law.

Enacted: March 25, 2014.

Jay Vavricek, Mayor

ATTEST:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 25, 2014
Council Session (Corrected)

Item G-1

Approving Minutes of March 11, 2014 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING
March 11, 2014

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on March 11, 2014. Notice of the meeting was given in *The Grand Island Independent* on March 5, 2014.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following City Council members were present: Kent Mann, Linna Dee Donaldson, Chuck Haase, Mitch Nickerson, John Gericke, Mark Stelk, Mike Paulick, and Vaughn Minton. Councilmembers Peg Gilbert and Julie Hehnke were absent. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, Treasurer and Finance Director Jaye Monter, City Attorney Robert Sivick, and Public Works Manager of Engineering Services Terry Brown.

INVOCATION was given by Pastor Terry Brandenburg, Peace Lutheran Church, 1710 N. North road followed by the PLEDGE OF ALLEGIANCE.

PUBLIC HEARINGS:

Public Hearing on Request from Full Circle Venue LLC dba Full Circle Venue, 1010 Diers Avenue, Suite 4 for a Change of Location for Class "C-88739" Liquor License to 3333 Ramada Road. City Clerk RaNae Edwards reported that an application for a change of location for Class "C-88739" Liquor License had been received from Full Circle Venue LLC dba Full Circle Venue, 1010 Diers Avenue, Suite 4 to 3333 Ramada Road. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on January 21, 2014; notice to the general public of date, time, and place of hearing published on March 1, 2014; notice to the applicant of date, time, and place of hearing mailed on February 19, 2014; along with Chapter 4 of the City Code. Staff recommended approval with the following conditions:

- 1) Any event with 100 or more people must have a fire watch. 2 security personnel present if attendance is over 200 people; and 3 security personnel present if over 300 people. This condition is in place until such time as all necessary changes to the building are made and completion and passing of final inspections has occurred according to time certain completion dates agreed upon by owner.
- 2) The owner of the building will meet with building and fire code officials and discuss his commitment to and understanding of the life safety plans under development by his architect and will submit a signed letter of intent.
- 3) The owner of the building will fulfill obligations to provide an approved schedule and remodel plan to meet code compliance.

No public testimony was heard.

Public Hearing on Request from Garry & Jeanne Williams and Midland Ag Service, Inc. for a Conditional Use Permit for a Sand and Gravel Mining Operation located at 1672 South Shady Bend Road and 3116 Stolley Park Road. Building Department Director Craig Lewis reported that

sand and gravel operations had been a part of Grand Island and the surrounding areas for a long time. Mr. Lewis explained this was a request for two tracts of land and recommended the following conditions if approved by council:

- 1). USE:** The proposed uses are limited to those listed in the application, sand and gravel pumping processing, storage, stocking piling, distribution, and sales, both wholesale and retail. Retail sale may also include the sale of black dirt, river rock, and similar landscaping materials. The storage, recycling, or processing of other aggregate materials, such as asphalt or concrete is not allowable unless specifically listed, nor are the operation of concrete or asphalt batch plants.
- 2). CLOSURE:** A drawing of the proposed development of the property after the closing of the sand and gravel operation was provided with the original application. The finished width of the developable property at the time the operation of mining is terminated shall be 300' adjacent to any public right of way and 200' adjacent to neighboring property lines.
- 3). PRIMARY CONDITIONS:**
 - (a).** The permit shall be granted for a period not to exceed 10 years with the possibility of renewal for an additional time at the end of the 10 year period.
 - (b).** Pumping of product shall not be allowed within 150 feet of any public road right of way and protected by a 6 foot earthen berm during pumping. The finished width of developable property adjacent to the public right of way shall be 300 feet at the time of termination of the operation. A setback of 100 feet from any adjacent property line shall be maintained.
 - (c).** Pumping and other activities (including lighting) at the site shall be limited to daylight hours, (15) minutes before sunrise and (15) minutes after sunset Mondays through Fridays. No pumping or other processing activities shall be permitted on Sundays or from fifteen minutes after sunset to fifteen minutes before sunrise. Applicant shall cease pumping operations at noon on Saturdays and no pumping or hauling will be allowed on Sundays. One exception to this condition shall be in the months of March, April, October, and November where activities may operate from 6:00 a.m. to 10:00 p.m. to allow for winter conditions.
 - (d).** Any internal combustion pump motors utilized shall be equipped with a functioning "hospital grade muffler" designed to reduce exhaust noise by 32 to 40 decibels.
 - (e).** Materials and equipment shall not be stored on the property within any easements or the regulated floodway as determined by the Federal Emergency Management Agency or its successor and the entity with jurisdiction and authority to enforce floodplain regulations. No product, material or equipment shall be stored within an easement or in such a manner that it would violate any safety provisions of the National Electric Safety Code.
 - (f).** All dead trees, rubbish, and debris, if any, must be cleared from the real estate as soon as practical and such real estate must, at all times, be kept in a clean and neat condition.
 - (g).** No trash, rubbish, debris, dead trees, lumber, bricks, refuse or junk material of any nature whatsoever shall be dumped, placed or located upon such real estate.
 - (h).** Applicant shall not use the real estate in any way so as to create or result in an unreasonable hazard or nuisance to adjacent land owners or to the general public.
 - (i).** Applicant shall maintain any and all drainage ditches that may be located upon the real property.
 - (j).** Applicant shall not permit the hauling of sand and gravel from the premises and over and across any public highway or road unless said sand and gravel is completely dry and free from water or is hauled in trucks which are designed and equipped so as to prevent water from leaking onto the traveled portion of the roadbed.
 - (k).** All water accumulated upon the premises by virtue of such mining and pumping operations shall be retained upon the premises and shall not flow upon or encroach upon any adjacent land.

Only surface waters that have historically flowed from the premises shall be permitted to leave the same through historical natural drainage ways.

(I). Applicant shall continue the mining operation but if, at anytime during the life of the permit issued, the operation shall cease for a period of a continuous 18 months, the permit shall become void and a renewal shall be obtained before becoming once again operational.

Staff recommended approval with the above mentioned conditions. Richard Russell, 1718 South Shady Bend Road spoke of concerns with the sand blowing, John Hoffman, 2319 East Stolley Park Road and Carol White representing Lyman-Richie from Omaha spoke in support. No further public testimony was heard.

Public Hearing on Request from Central Nebraska Transload I, LLC, 4331 Juergen Road for a Conditional Use Permit for a Chemical/Hazardous Material Transload (Rail Car to Truck) Facility located at 1213-1215 & 1221 East Hwy 30. Building Department Director Craig Lewis reported that Central Nebraska Transload I, LLC wanted a three year temporary use for a chemical warehouse and distribution facility. Staff recommended approval with the conditions that the operations and storage comply with the requirements of fire codes and NFPA life safety codes. Randy Gard representing the Economic Development Corporation, Mike Lilienthal, 4331 Juergen Road, Chad Johanson, Omaha, and Tom O’Neill, 2017 Barbara Avenue spoke in support. No further public testimony was heard.

Public Hearing on Vacating the Street and Alley Right-of-Way and Easements – Groff Street, Alley in Block 9, and Easements all within Joehnck’s Addition to the City of Grand Island. Utilities Director Tim Luchsinger reported that the Utilities Department needed to vacate a part of Groff Street and utility easements, which was owned by the City, for the operation of the Burdick Station Power Plant and Phelps Control Center. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Property for the North End of Moores Creek Drainway (Bob Stahla Mobile Homes). City Attorney Bob Sivick reported that acquisition of approximately 80 acres of pasture land located north of Eagle Scout Lake along Highway 2 was needed in order to convert this parcel of land into a detention cell to allow the City of Grand Island to better control storm water runoff and drainage affecting northwest Grand Island. Through the eminent domain process and the Report of Appraisers filed by the Hall County Court, it was determined that the amount of damages suffered by Bob Stahla Mobile Home Service, Inc. was \$230,340.00. Staff recommended approval of the purchase of this land. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement for Sanitary Sewer Tap District No. 530T – Sanitary Sewer Extension to Interstate 80 (Layne L. Rathman). Public Works Director John Collins reported that acquisition of a utility easement was needed to accommodate the extension of sanitary sewer to Interstate 80. This would allow for the construction, operation, maintenance, extension, repair, replacement, and removal of sanitary sewer within the easement. Staff recommended approval. No public testimony was heard.

ORDINANCES:

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

#9474 – Consideration of Vacating the Street and Alley Right-of-Way and Easements – Groff Street, the Alley in Block 9, and Easements all within Joehnck’s Addition to the City of Grand Island

#9475 – Consideration of Amending Chapter 8 of the Grand Island City Code Relative to Buildings

#9476 – Consideration of Vacation of a Utility Easement Located in Copper Creek Estates Subdivision (The Guarantee Group, LLC)

#9477 – Consideration of Setting Forth Gender Neutral Calculation for Pre-84 Police Pension

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.

#9474 – Consideration of Vacating the Street and Alley Right-of-Way and Easements – Groff Street, the Alley in Block 9, and Easements all within Joehnck’s Addition to the City of Grand Island

This item related to the aforementioned Public Hearing.

Motion by Donaldson, second by Gericke to approve Ordinance #9474 on first reading. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9474 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 #9474 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 #9474 is declared to be lawfully adopted upon publication as required by law.

#9475 – Consideration of Amending Chapter 8 of the Grand Island City Code Relative to Buildings

Building Department Director Craig Lewis reported that currently the City had adopted and enforced the 2009 Edition of the International Building and Residential Codes. This amendment would update the City Code to the latest version or the 2012 Edition of the International Building and Residential Codes.

Motion by Haase, second by Paulick to approve Ordinance #9475 on first reading. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9475 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 #9475 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 #9475 is declared to be lawfully adopted upon publication as required by law.

#9476 – Consideration of Vacation of a Utility Easement Located in Copper Creek Estates Subdivision (The Guarantee Group, LLC)

Assistant Public Works Director Terry Brown reported that the developer/property owner of Copper Creek Estates Subdivision had requested the vacation of the originally dedicated easement. The easement was not necessary to accommodate existing or proposed utilities and vacating it would support the new plat.

Motion by Haase, second by Donaldson to approve Ordinance #9476 on first reading. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9476 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 #9476 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 #9476 is declared to be lawfully adopted upon publication as required by law.

#9477 – Consideration of Setting Forth Gender Neutral Calculation for Pre-84 Police Pension

Councilmember Gericke recused himself from Ordinance #9477.

City Attorney Bob Sivick stated since there were only seven Councilmembers present this would be read on first reading only. He explained the background for Ordinance #9477 and stated this would allow the City to settle its disputes with the United States Equal Employment Opportunity Commission (USEEOC) related to gender discrimination complaints filed by past and present Grand Island Police Officers who were pre-84. This Ordinance would set forth a method of calculating gender neutral lump sum pension benefits for those police officers hired prior to 1984. Mentioned was LB 929 which had been amended into LB 759 in the Legislature which dealt with the matter.

Jarret Daugherty, 4168 New Mexico Avenue stated this Ordinance was tied to LB 759 which had not been approved by the legislature and recommended the Council take no action at this time. Mr. Sivick stated LB 759 would probably pass and this Ordinance was needed in order to settle the disputes with the USEEOC.

Motion by Haase, second by Nickerson to approve Ordinance #9477 on first reading only. Upon roll call vote, all voted aye. Motion adopted.

CONSENT AGENDA: Consent Agenda item G-3 was removed for further discussion. Motion by Donaldson, second by Haase to approve the Consent Agenda excluding item G-3. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of February 25, 2014 City Council Regular Meeting.

Approving Minutes of March 4, 2014 City Council Study Session.

Mayor Vavricek recused himself from Resolution #2014-40 due to a conflict of interest. The meeting was turned over to Council President Haase.

#2014-40 – Approving Final Plat and Subdivision Agreement for ALR Subdivision. It was noted that ALR Enterprises, LLC, owner had submitted the final Plat and Subdivision Agreement for ALR Subdivision for the purpose of creating 2 lots located east of Webb Road and south of West North Front Street containing 2.077 acres.

Motion by Pualick, second by Nickerson to approve Resolution #2014-40. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek resumed the meeting.

#2014-41 – Approving Final Plat and Subdivision Agreement for Baxter Acres Subdivision. It was noted that Elizabeth Baxter, owner had submitted the final Plat and Subdivision Agreement for Baxter Acres Subdivision for the purpose of creating 2 lots located south of Capital Avenue and west of Engleman Road containing 20.00 acres.

#2014-42 – Approving Final Plat and Subdivision Agreement for Copper Creek Estates Sixth Subdivision. It was noted that The Guarantee Group, LLC, owner had submitted the final Plat and Subdivision Agreement for Copper Creek Estates Sixth Subdivision for the purpose of creating 53 lots located west of North Road and south of Old Potash Highway containing 15.224 acres.

#2014-43 – Approving Final Plat and Subdivision Agreement for Westgate Industrial Park 2nd Subdivision. It was noted that Little B's Corporation, owner had submitted the final Plat and Subdivision Agreement of Westgate Industrial Park 2nd Subdivision for the purpose of creating 13 lots located east of North Road and north of Westgate Road containing 27.46 acres.

#2014-44 – Approving Bid Award for Truck with Service Crane Body and Tip Mounted Hydraulic Capstan for the Underground Division, Utilities Department with Sid Dillon Ford of Crete, NE in an Amount of \$104,139.00 and a Trade-in Value of \$4,500.00.

#2014-45 – Approving Bid Award for Water Main Project 2014-W-1 Construction – Garfield Avenue and Union Pacific Railroad Tracks with The Diamond Engineering Company of Grand Island, NE in an Amount of \$148,416.76.

#2014-46 – Approving Acquisition of Property for the North End of Moores Creek Drainway (Bob Stahla Mobile Homes).

#2014-47 – Approving Agreement for Engineering Consulting Services Related to Westgate Industrial Park Drainage Improvement District No. 2013-D-4 with Olsson Associates of Grand Island, NE in an Amount of \$30,545.00.

#2014-48 – Approving Agreement for Engineering Consulting Services Related to Blaine Street Bridge Replacements; Project No. 2014-B-1 with Alfred Benesch & Company of Lincoln, NE in an Amount of \$59,078.47.

#2014-49 – Approving Agreement for Engineering Consulting Services Related to Faidley Avenue Paving Improvements; Project No. 2014-P-1 with Alfred Benesch & Company of Lincoln, NE in an Amount of \$60,885.81.

#2014-50 – Approving Agreement for Engineering Construction Services Related to Webb Road Street Improvement District No. 1260; South Webb Road Extending North from Stolley Park Road to Union Pacific Railroad Tracks with Olsson Associates of Grand Island, NE in an Amount of \$127,700.00.

#2014-51 – Approving Acquisition of Utility Easement for Sanitary Sewer Tap District No. 530 – Sanitary Sewer Extension to Interstate 80 (Lawney L. Rathman) in an Amount of \$34,292.00.

#2014-52 – Approving Temporary Construction Easement for Sanitary Sewer Tap District No. 530 – Sanitary Sewer Extension to Interstate 80 (Lawney L. Rathman) in an Amount of \$13,050.00.

#2014-53 – Approving Bid Award for Webb Road Street Improvement District No. 1260; South Webb Road Extending North from Stolley Park Road to Union Pacific Railroad Tracks with The Diamond Engineering Company of Grand Island, NE in an Amount of \$1,361,451.80.

#2014-54 – Approving Bid Award for Westgate Road Paving District No. 1261; North Road to Copper Road with The Diamond Engineering Company of Grand Island, NE in an Amount of \$626,236.91.

#2014-55 – Approving Agreement for Engineering Consulting Services to Determine the Benefited Area of Proposed Husker Highway Sanitary Sewer Tap District No. 531T with Olsson Associates of Grand Island, NE in an Amount of \$20,345.00.

REQUESTS AND REFERRALS:

Consideration of Request from Garry & Jeanne Williams and Midland Ag Service, Inc. for a Conditional Use Permit for a Sand and Gravel Mining Operation located at 1672 South Shady Bend Road and 3116 Stolley Park Road. This item related to the aforementioned Public Hearing.

Mel Kucera, General Manager of Central Sand & Gravel stated they would put water and/or chemicals on the ground to keep the dust down.

Motion by Nickerson, second by Donaldson to approve the request from Garry & Jeanne Williams and Midland Ag Service, Inc. for a Conditional Use Permit for a Sand and Gravel

Mining Operation located at 1672 South Shady Bend Road and 3116 Stolley Park Road with the following conditions:

- 1). USE:** The proposed uses are limited to those listed in the application, sand and gravel pumping processing, storage, stocking piling, distribution, and sales, both wholesale and retail. Retail sale may also include the sale of black dirt, river rock, and similar landscaping materials. The storage, recycling, or processing of other aggregate materials, such as asphalt or concrete is not allowable unless specifically listed, nor are the operation of concrete or asphalt batch plants.
- 2). CLOSURE:** A drawing of the proposed development of the property after the closing of the sand and gravel operation was provided with the original application. The finished width of the developable property at the time the operation of mining is terminated shall be 300' adjacent to any public right of way and 200' adjacent to neighboring property lines.
- 3). PRIMARY CONDITIONS:**
 - (a).** The permit shall be granted for a period not to exceed 10 years with the possibility of renewal for an additional time at the end of the 10 year period.
 - (b).** Pumping of product shall not be allowed within 150 feet of any public road right of way and protected by a 6 foot earthen berm during pumping. The finished width of developable property adjacent to the public right of way shall be 300 feet at the time of termination of the operation. A setback of 100 feet from any adjacent property line shall be maintained.
 - (c).** Pumping and other activities (including lighting) at the site shall be limited to daylight hours, (15) minutes before sunrise and (15) minutes after sunset Mondays through Fridays. No pumping or other processing activities shall be permitted on Sundays or from fifteen minutes after sunset to fifteen minutes before sunrise. Applicant shall cease pumping operations at noon on Saturdays and no pumping or hauling will be allowed on Sundays. One exception to this condition shall be in the months of March, April, October, and November where activities may operate from 6:00 a.m. to 10:00 p.m. to allow for winter conditions.
 - (d).** Any internal combustion pump motors utilized shall be equipped with a functioning "hospital grade muffler" designed to reduce exhaust noise by 32 to 40 decibels.
 - (e).** Materials and equipment shall not be stored on the property within any easements or the regulated floodway as determined by the Federal Emergency Management Agency or its successor and the entity with jurisdiction and authority to enforce floodplain regulations. No product, material or equipment shall be stored within an easement or in such a manner that it would violate any safety provisions of the National Electric Safety Code.
 - (f).** All dead trees, rubbish, and debris, if any, must be cleared from the real estate as soon as practical and such real estate must, at all times, be kept in a clean and neat condition.
 - (g).** No trash, rubbish, debris, dead trees, lumber, bricks, refuse or junk material of any nature whatsoever shall be dumped, placed or located upon such real estate.
 - (h).** Applicant shall not use the real estate in any way so as to create or result in an unreasonable hazard or nuisance to adjacent land owners or to the general public.
 - (i).** Applicant shall maintain any and all drainage ditches that may be located upon the real property.
 - (j).** Applicant shall not permit the hauling of sand and gravel from the premises and over and across any public highway or road unless said sand and gravel is completely dry and free from water or is hauled in trucks which are designed and equipped so as to prevent water from leaking onto the traveled portion of the roadbed.
 - (k).** All water accumulated upon the premises by virtue of such mining and pumping operations shall be retained upon the premises and shall not flow upon or encroach upon any adjacent land. Only surface waters that have historically flowed from the premises shall be permitted to leave the same through historical natural drainage ways.

(I). Applicant shall continue the mining operation but if, at anytime during the life of the permit issued, the operation shall cease for a period of a continuous 18 months, the permit shall become void and a renewal shall be obtained before becoming once again operational.

Upon roll call vote, all voted aye. Motion adopted.

Consideration of Request from Central Nebraska Transload I, LLC, 4331 Juergen Road for a Conditional Use Permit for a Chemical/Hazardous Material Transload (Rail Car to Truck) Facility located at 1213-1215 & 1221 East Hwy 30. This item related to the aforementioned Public Hearing. Discussion was held regarding the precautions of spills. Chad Johanson explained the containment process for spills. Director of Corrections Fred Ruiz spoke in support.

Motion by Haase, second by Minton to approve the request of Central Nebraska Transload I, LLC, 4331 Juergen Road for a Conditional Use Permit for a Chemical/Hazardous Material Transload (Rail Car to Truck) Facility located at 1213-1215 & 1221 East Hwy 30 and the conditions that the operations and storage comply with the requirements of fire codes and NFPA life safety codes. Also included was the temporary office facility. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2014-56 - Consideration of Request from Full Circle Venue LLC dba Full Circle Venue, 1010 Diers Avenue, Suite 4 for a Change of Location for Class "C-88739" Liquor License to 3333 Ramada Road. This item related to the aforementioned Public Hearing. Mr. Lewis answered questions regarding life safety requirements.

Motion by Minton, second by Paulick to approve Resolution #2014-56 with the following conditions:

- 1) Any event with 100 or more people must have a fire watch; 2 security personnel present if attendance is over 200 people; and 3 security personnel present if over 300 people. This condition is in place until such time as all necessary changes to the building are made and completion and passing of final inspections has occurred according to time certain completion dates agreed upon by owner.
- 2) The owner of the building will meet with building and fire code officials and discuss his commitment to and understanding of the life safety plans under development by his architect and will submit a signed letter of intent.
- 3) The owner of the building will fulfill obligations to provide an approved schedule and remodel plan to meet code compliance.

Upon roll call vote, all voted aye. Motion adopted.

#2014-57 – Consideration of Approving Transfer of Property at 1306 West Third Street from General Fund to Utilities Department. Councilmember Mike Paulick reported that the City had purchased the property at 1306 West Third Street in July of 1996 and most recently leased the property to the State of Nebraska Department of Administrative Services which expired on June 30, 2011. An appraisal determined the value of the building and lots to be \$511,000.00. The City Utilities Department identified this property as advantageous to the overall long-term operations

of the Utilities Department. Councilmember Paulick recommended that the Council approve the transfer of property at 1306 West Third Street from the General Fund to the Utilities Department for the appraised value of \$511,000.00.

City Administrator Mary Lou Brown suggested to Council that this item was premature at this time. There were other needs coming forward and needed to be discussed more thoroughly by staff. She stated if Council moved forward with this item the dollar amount needed to be adjusted to reflect net book value. Mentioned was there was no immediate space needs.

Motion by Paulick, second by Gericke to approve Resolution #2014-57.

Discussion was held regarding the dollar amount for the transfer. City Attorney Bob Sivick stated the appraisal was a bench mark.

Motion by Haase, second by Paulick to amend the dollar amount to \$690,000.00. This motion was withdrawn.

Utilities Director Tim Luchsinger stated he was satisfied with whatever the Council decided as far as a dollar amount. Finance Director Jaye Monter stated the net asset of the property was \$594,000.00.

Motion by Minton, second by Stelk to amend the amount to \$594,000.00 or net book value at time of transfer. Upon roll call vote, all voted aye. Motion adopted.

Utilities Director Tim Luchsinger explained the long range plan for the building for the Utilities Department. Ms. Brown stated this was a good solution for the Utilities Department but there were other needs within the City that could impact this decision. Discussion was held regarding the need to make a decision right away. Ms. Brown stated this could wait and be brought back to a Study Session.

Upon roll call vote of the main motion, Councilmembers Minton, Paulick, Stelk, Gericke, Nickerson, Haase, and Donaldson voted aye. Councilmember Mann voted no. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Gericke, second by Paulick to approve the Claims for the period of February 26, 2014 through March 11, 2014, for a total amount of \$3,965,557.56. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 8:51 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, March 25, 2014
Council Session (Corrected)

Item G-2

Approving Minutes of March 18, 2014 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

March 18, 2014

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on March 18, 2014. Notice of the meeting was given in the *Grand Island Independent* on March 12, 2014.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following Councilmembers were present: Vaughn Minton, Mike Paulick, Mark Stelk, John Gericke, Peg Gilbert, Mitch Nickerson, Julie Hehnke, Chuck Haase, Linna Dee Donaldson, and Kent Mann. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, City Attorney Robert Sivick, City Treasurer and Finance Director Jaye Monter, and City Engineer and Public Works Director John Collins.

INVOCATION was given by Community Youth Council member Kerrigan Anspauch followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Kerrigan Anspauch.

SPECIAL ITEMS:

Presentation of City Code Chapter 5 – Animal Code and Related Changes. Assistant City Attorney Stacy Nonhof reported that the proposed changes for Chapter 5 of the Grand Island City Code relating to Animals was presented to Council at the March 5, 2014 Study Session. This meeting was for public input and further discussion on the changes. Ms. Nonhof gave the following overview: allowing chickens on property, duty to keep pets groomed, owners required to spay and neuter dangerous and/or potential dangerous dogs, and nuisance ownership.

The following people spoke:

- Jim Koehn, 610 West 12th Street – opposed chickens
- Joshua Harris, 2501 W. Oklahoma Avenue – supported chickens
- Kathy Nabity, 121 West 23rd Street – supported chickens
- Cathy Harris, 2501 W. Oklahoma Avenue – supported chickens
- Hope Nelsen, 3987 W. Capital Avenue – supported chickens
- Samantha Karr, 2121 Sheridan Avenue – supported chickens
- Karen Nagel, 1905 N. North Road – spoke regarding Section 5-16 – enclosures – supported the 75' setback from existing enclosures
- Cory Proskocil, 2319 Stardust Lane – supported chickens
- Paul Wicht, 1708 Jerry Drive – opposed chickens and commented on nuisance owners
- Malori Marotz, 224 Saratoga Circle – supported chickens
- Missy Gerard-Lemons, veterinarian and Animal Advisory board member– commented on the enforcement of the City Code with regards to chickens
- Don Hanquist, 3987 W. Capital Avenue – supported chickens
- Charlie Skorupa, 412 Nebraska Avenue – commented on cats roaming at large

Ms. Nonhof stated she had not seen many complaints against chickens. She had received calls from people wanting chickens and discussing lot sizes. Discussion was held regarding the problems of figuring lot size and if the GIS system would help with this. Public Works Director John Collins stated anyone could go to the web and could search lot sizes.

Wild animals were mentioned which did not include possums and raccoons. Ms. Nonhof stated these were not domesticated animals so were considered wild animals. If these animals were in your house or garage the Central NE Humane Society (CNHS) would come and get them. If they were in the back yard CNHS did not have the resources to deal with this.

Ms. Nonhof explained Section 5-16 (C) enclosures. A waiver of property owners could be applied for or a variance could go before the City Council. She stated horses could not be ridden on the city streets. Horse drawn carriages could be used on city streets but had to have a permit from the Police Department.

Discussion was held concerning barking dog issues in Section 5-38. Ms. Nonhof stated the enforcement of this would need to be a neighbor, the person calling, or the animal control officer to testify. Fines would be issued up to four times in two years before the person would be declared a nuisance owner. City Attorney Bob Sivick stated a person could file a civil suit for relief of problems with a neighbor's animal.

Comments were made concerning Section 5-16 regarding enclosures and the amount of distance from an adjoining property. Discussion was held regarding enclosures for chickens. Ms. Nonhof stated this would fall under Section 5-15 as with any other animal, there was nothing in City Code specifically for chickens. Enforcement was mentioned and would we need more animal control officers. Ms. Nonhof stated more than half of the time it would be complaint driven. Concerns were made by Council regarding the diseases carried by chickens and public health hazards.

Section 5-7.1 Selling Animals on City or Private Property was mentioned. It was recommended that the property owner give permission for such sales. Butchering animals within city limits was mentioned as not being in City Code and it was recommended that the City Code exclude wild animals. Mr. Sivick stated this would affect commercial animal processors. Mr. Sivick commented on fines and stated all fines go to the Public Schools. If fines were not paid a warrant could be issued and the person could be arrested. Section 5-18 Number of Animals; Limits were discussed with regards to the number of birds.

Mayor Vavricek stated this item would be brought back for final decision at the March 25, 2014 meeting where amendments could be made at that time.

ADJOURNMENT: The meeting was adjourned at 8:56 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, March 25, 2014

Council Session (Corrected)

Item G-3

**#2014-58 - Approving Change of City Council Meeting Date from
May 13, 2014 to May 6, 2014**

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, City Administrator

Meeting: March 25, 2014

Subject: Change of City Council Meeting of May 13, 2014 to May 6, 2014

Item #'s: G-3

Presenter(s): Mary Lou Brown, City Administrator

Background

On November 12, 2013 the City Council approved Resolution #2013-372 setting the City Council Regular Meeting schedule for 2014. Any changes to this schedule need to be approved by the City Council.

Discussion

The City Council meetings scheduled for May 2014 are scheduled to be held on the 13th and 27th. Since May 13th is the Primary Election, it has been recommended that the City Council consider moving the meeting date to May 6, 2014.

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 change by moving the May 13, 2014 City Council meeting to May 6, 2014.

Sample Motion

Move to approve moving the May 13, 2014 City Council meeting to May 6, 2014.

RESOLUTION 2014-58

WHEREAS, on November 12, 2013, by Resolution #2013-372, the City Council approved the meeting dates for City Council meetings for calendar year 2014; and

WHEREAS, due to May 13, 2014 being the Primary Election it is necessary to move the May 13, 2014 City Council meeting to May 6, 2014.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the May 13, 2014 City Council meeting be moved to May 6, 2014.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| March 23, 2014 | ☐ City Attorney |



City of Grand Island

Tuesday, March 25, 2014

Council Session (Corrected)

Item G-4

#2014-59 - Approving Police Department Purchase of Portable Radios

Staff Contact: Steven Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: March 25, 2014

Subject: Portable Radio Purchase

Item #'s: G-4

Presenter(s): Steven Lamken, Police Chief

Background

The Police Department was informed that Motorola will no longer support the predominant model of portable radio being used by the Department as of June of 2014 due to the age of the radios. This request is the second planned purchase of portable radios that will replace the older ones being used in the Department.

Discussion

The Police Department was informed last year that Motorola will no longer support the predominant models of portable radio being used by the Department as of June of 2014 due to the age of the radios. The Police Department purchased thirty radios in 2013 to begin the replacement of the older radios. The Department planned for and is proposing purchasing forty additional portable radios this year to continue in our plan for replacing our older radios.

The Department requested prices for thirty HT1250 portable radios with additional equipment and extra batteries for use in the Patrol Division and ten EX560 portable radios and additional equipment and batteries for use in the Criminal Investigations Division. We received quotes from three regional Motorola dealers. Each dealer works under the Platte Valley name; however each dealer is an independent business. The best price for the forty radios, equipment and batteries was received from Platte Valley Communications of Grand Island for \$38,467.70. The quote is \$1014.70 for each HT1250 with equipment and extra battery and \$803.00 for each EX560 with equipment and extra battery.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of thirty HT1250 Motorola radios with equipment and extra batteries and ten EX560 Motorola radios with equipment and extra batteries from Platte Valley Communications of Grand Island for a price of \$38,467.70.

Sample Motion

Move to approve the purchase of thirty HT1250 Motorola radios with equipment and extra batteries and ten EX560 Motorola radios with equipment and extra batteries from Platte Valley Communications of Grand Island for a price of \$38,467.70.

Quote (service and materials)



Platte Valley Communications

**TO: GIPD
DANNY DUBBS #319
308.385.5400**

3820 W. ARCH AVE
GRAND ISLAND, NE 68803
(308) 382-6212, FAX # (308) 384-1557
ED MEEDEL

DATE: 2/25/2014

We are pleased to submit the following bid:

Job Description: HT1250/ EX560 PORTABLE RADIO QUOTE

MATERIALS

| QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|--|--|------------|--------------------|
| HT1250 PORTABLE RADIO | | | |
| 30.0 | AAH25RDF9AA5- UHF/HT1250 PORTABLE RADIOS (*) | \$774.75 | \$23,242.50 |
| 30.0 | QA00059- 1800 mAh BATTERY | \$12.09 | \$362.70 |
| 30.0 | QA00100 (PMMN4039) REMOTE SPEAKER MICROPHONE/3.5MM | \$75.00 | \$2,250.00 |
| 30.0 | HLN9998- LEATHER KEYPAD CASE WITH SWIVEL | \$59.00 | \$1,770.00 |
| 30.0 | NAE6483- ANTENNA | \$11.75 | \$352.50 |
| 30.0 | HNN4001- 1800 mAh BATTERY | \$82.00 | \$2,460.00 |
| EX560 PORTABLE RADIO | | | |
| 10.0 | AAH38RDF9DU6- UHF/EX560 PORTABLE RADIOS (*) | \$695.00 | \$6,950.00 |
| 10.0 | QA00668- 1400mAh BATTERY | \$15.00 | \$150.00 |
| 10.0 | QA00062- UHF STUBBY ANTENNA | -\$2.00 | -\$20.00 |
| 10.0 | QA00535- (PMMN4022) REMOTE SPEAKER MICROPHONE | \$85.00 | \$850.00 |
| 10.0 | JMZN4023- PLASTIC HOLSTER WITH SWIVEL BELT CLIP | \$10.00 | \$100.00 |
| (*)= BATTERY CHARGER IS INCLUDED WITH EACH RADIO | | | |
| Materials total: | | | \$38,467.70 |

SERVICE

| HOURS | DESCRIPTION | CHARGES | TOTAL |
|---------------------|-------------|---------|-------|
| | | | |
| Labor Total: | | | |

Platte Valley Communications of Kearney, Inc



P.O. Box 505
2215 Ave I
Kearney, Ne 68848
308-237-9512

Customer

Name Grand Island Police Dept
Address
City,St,Zip Grand Island, Ne 68803
Phone 308-385-5400

Attn: Danny Dubbs

Date 2/29/2014
Sales Michael Epley
Engineer

Pricing valid until 6/1/2014

| Qty | Model | Description | Unit Price | TOTAL |
|-----|--------------|--------------------------------------|------------|-------------|
| 30 | AAH25RDF9AA5 | Motorola HT1250 UHF Hand Held radios | 795.00 | \$23,850.00 |
| 30 | QA00059 | 1800 mAh Battery Option | 19.50 | \$585.00 |
| 30 | QA00100 | Remote Speaker / Microphone Option | 78.50 | \$2,355.00 |
| 30 | HLN9998 | Leather Swivel Carrying Case | 59.00 | \$1,770.00 |
| 30 | NAE6483 | Antenna Option | 13.00 | \$390.00 |
| 30 | HNN4001 | Spare Batteries | 83.00 | \$2,490.00 |
| | | | 1048 | |
| 10 | AAH38RDF9DU6 | Motorola EX560 Hand Held radios | 705.00 | \$7,050.00 |
| 10 | QA00668 | 1400 mAh Battery Option | 15.00 | \$150.00 |
| 10 | QA00062 | Antenna Option (Stubby) | -2.00 | (\$20.00) |
| 10 | QA00535 | Remote Speaker / Microphone Option | 86.00 | \$860.00 |
| 10 | JMZN4023 | Swivel Case | 10.00 | \$100.00 |
| | | | 814 | |

39,580.00

DATE _____

DATE 3/29/14 Authorized Platte Valley Communications

PLATTE VALLEY COMMUNICATIONS

OF HASTINGS INC
 300 W. J ST.
 HASTINGS, NE 68901

QUOTATION

Quote Number: 12819
 Quote Date: Mar 7, 2014
 Page: 1

Voice: 402-463-7077
 Fax:

| |
|--|
| Quoted To: |
| GRAND ISLAND POLICE DEPT. ATTN: DANNY DUBBS |

| Customer ID | Good Thru | Payment Terms | Sales Rep |
|-------------|-----------|---------------|-----------|
| CASHSALE | 4/6/14 | Net 30 Days | |

| Quantity | Item | Description | Unit Price | Amount |
|----------|----------|--|---------------|------------------|
| 30.00 | | AAH25RDF9AA5AN HT1250 UHF PORTABLE RADIO. | 799.50 | 23,985.00 |
| 30.00 | | QA00059 BATTERY OPTION 1800 MAH | 18.70 | 561.00 |
| 30.00 | | QA000100 REMOTE SPEAKER MIC OPTION. | 63.75 | 1,912.50 |
| 30.00 | NAE6483 | ANTENNA UHF WHIP | 11.75 | 352.50 |
| 30.00 | | HNN9001 BATTERY | 82.00 | 2,460.00 |
| 30.00 | HLN9998 | LEATHER CASE W/ SWIVEL LOOP HT | 59.00 | 1,770.00 |
| | COMMENTS | | | |
| | COMMENTS | | | |
| 10.00 | | AAH38RDF9DU6 EX560 UHF PORTABLE RADIO W 1400 MAH BATTERY AND STUBBY ANTENNA. | 732.00 | 7,320.00 |
| 10.00 | | PMNN4022 SPEAKER MIV | 85.00 | 850.00 |
| 10.00 | JMZN4023 | HOLSTER EX500/600 | 10.00 | 100.00 |
| | | | <i>103470</i> | |
| | | | <i>827</i> | |
| | | | Subtotal | 39,311.00 |
| | | | Sales Tax | |
| | | | Freight | |
| | | | TOTAL | 39,311.00 |

RESOLUTION 2014-59

WHEREAS, The Police Department needs to replace the majority of portable radios in use due to discontinued support; and

WHEREAS, The Police Department has planned for the purchase of forty new portable radios this year to replace older models in use and obtained three competitive price quotes; and

WHEREAS, Platte Valley Communication of Grand Island has provided the lowest quote of \$38,467.70 for the forty new radios with equipment and extra batteries.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the purchase of thirty HT1250 Motorola radios with equipment and extra batteries and ten EX560 Motorola radios with equipment and extra batteries from Platte Valley Communications of Grand Island for a price of \$38,467.70.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska,, March 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| March 23, 2014 | ☐ City Attorney |



City of Grand Island

Tuesday, March 25, 2014

Council Session (Corrected)

Item G-5

#2014-60 - Approving Award of Proposal for Consulting Services for Geospatial Data Collection of Grand Island's Public Stormwater Conveyance System

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: March 25, 2014

Subject: Approving Award of Proposal for Consulting Services for Geospatial Data Collection of Grand Island's Public Stormwater Conveyance System

Item #'s: G-5

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

Background

A Request for Proposals (RFP) for consulting services for Geospatial Data Collection of Grand Island's Stormwater System was advertised in the Grand Island Independent on February 12, 2014. The RFP was also sent to five (5) potential proposers by the Engineering Division of the Public Works Department.

The collection of this geospatial data for the City's stormwater system will assist with mapping the stormwater as required by the National Pollution Discharge Elimination System (NPDES) stormwater permit. The mapping will also give the City information on locations and elevations of all stormwater structures. This information will be utilized for stormwater hydraulic modeling, comprehensive drainage planning, required mapping for compliance with permit to identify Illicit Detection Discharge Elimination (IDDE) and stormwater capital improvement planning. This survey will provide an accurate, electronic, easily-accessible storm sewer map and database from which the staff can quickly access valuable physical and historical information regarding the storm sewer system.

Discussion

Two (2) proposals were opened on March 11, 2014 and reviewed and scored.

The estimate for this work was \$50,000.00. Funds for the consulting services are in the approved 2013/2014 budget and paid for using the LB1226 Stormwater Grant Fund through the Nebraska Department of Environmental Quality (NDEQ). This work supports the City of Grand Island's Stormwater Management Plan.

The proposal submitted by EA Engineering, Science, and Technology, Inc. of Lincoln, Nebraska was scored as the best firm to complete the required work. The agreement will be for surveying 1,250 stormwater structures at \$40.00 each for a grand total of \$50,000.00. Previous surveys have completed 3,691 stormwater structures, which equates to approximately 85% of the City's overall structures. There are approximately 4,000 stormwater structures total throughout the City, and after this year's planned work about 95% of the structures will have been surveyed.

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 award of the proposal to EA Engineering, Science, and Technology, Inc. of Lincoln, Nebraska.

Sample Motion

Move to approve the award of the proposal.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
CONSULTING SERVICES FOR GEOSPATIAL DATA COLLECTION
OF GRAND ISLAND'S PUBLIC STORM WATER CONVEYANCE SYSTEM**

RFP DUE DATE: March 11, 2014 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: February 12, 2014

NO. POTENTIAL BIDDERS: 5

SUMMARY OF PROPOSALS RECEIVED

JEO Consulting Group, Inc.
Lincoln, NE

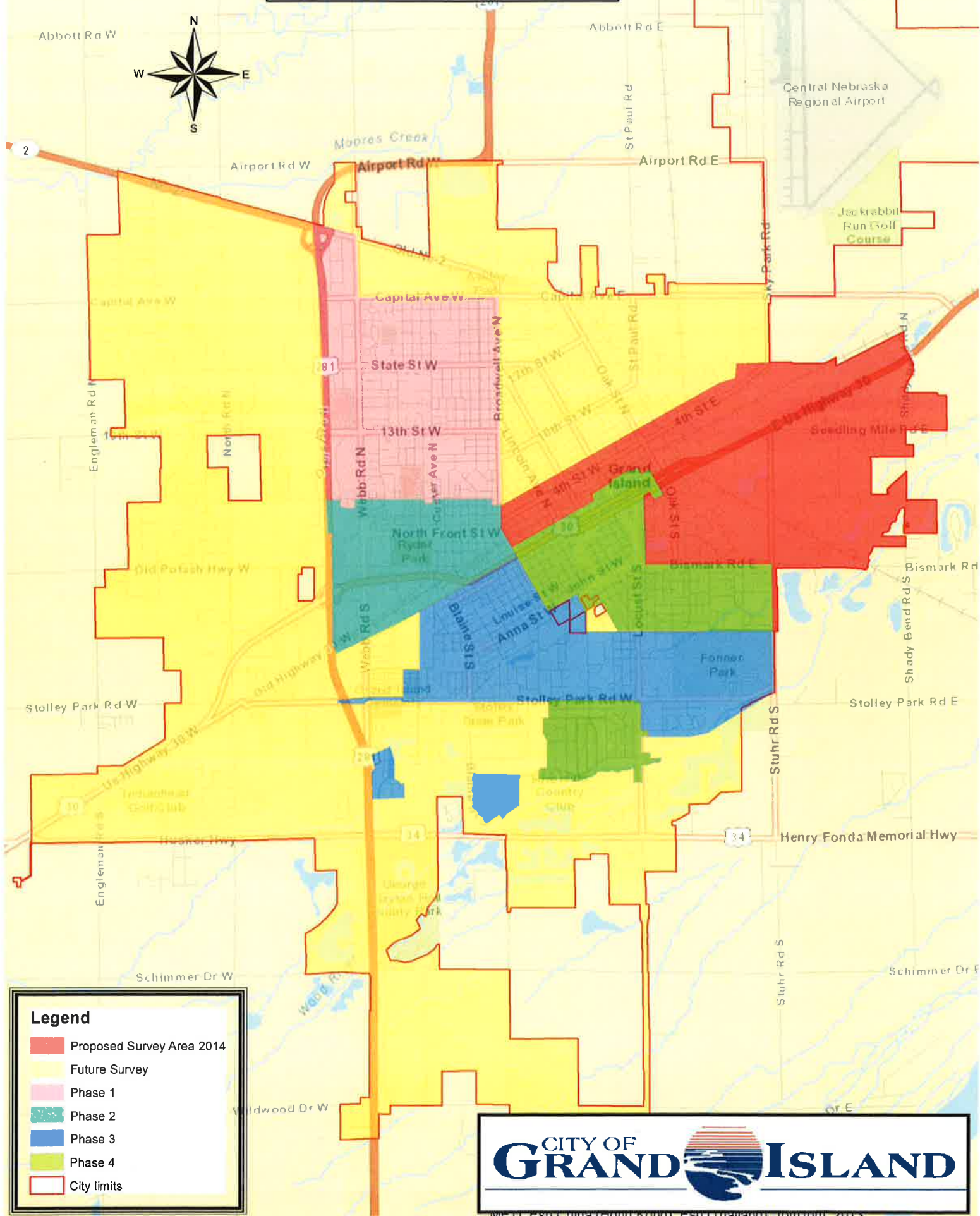
EA Engineering, Science & Tech., Inc.
Lincoln, NE

cc: John Collins, Public Works Director
Mary Lou Brown, City Administrator
Catrina DeLosh, PW Admin. Assist.

Scott Sekutera, Stormwater Technician
Jaye Monter, Finance Director

P1714

City of Grand Island Storm Sewer Survey Areas



Legend

- Proposed Survey Area 2014
- Future Survey
- Phase 1
- Phase 2
- Phase 3
- Phase 4
- City limits



RESOLUTION 2014-60

WHEREAS, the City Of Grand Island invited proposals for consulting services for Geospatial Data Collection of Grand Island's Storm Water System, according to the Request For Proposals (RFP) on file with the Engineering Division of the Public Works Department; and

WHEREAS, on March 11, 2014 proposals were received, reviewed, and evaluated in accordance with established criteria in the RFP; and

WHEREAS, EA Engineering, Science, and Technology, Inc. of Lincoln, Nebraska submitted a proposal in accordance with the terms of the Request for Proposals and all statutory requirements contained therein and the City Procurement Code with the work performed at \$40.00 each for 1,250 units for a total of \$50,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of EA Engineering, Science, and Technology, Inc. of Lincoln, Nebraska for consulting services for Geospatial Data Collection of Grand Island's Stormwater System 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, March 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☒ _____ |
| March 23, 2014 | ☒ City Attorney |



City of Grand Island

Tuesday, March 25, 2014

Council Session (Corrected)

Item G-6

#2014-61 - Approving Certificate of Final Completion for Stuhr Road – Bismark Road to Burlington Northern Santa Fe Railroad Crossing; Paving Project No. 2013-P-4

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

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: March 25, 2014

Subject: Approving Certificate of Final Completion for Stuhr Road – Bismark Road to Burlington Northern Santa Fe Railroad Crossing; Paving Project No. 2013-P-4

Item #'s: G-6

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

Background

Gehring Construction and Ready Mix Co., Inc. of Columbus, Nebraska was awarded a \$362,958.51 contract on June 25, 2013. Work on the project commenced on August 5, 2013 and was completed on September 23, 2013.

City Council approved Change Order No. 1 on September 24, 2013 in the amount of \$4,674.05, for a revised contract amount of \$367,632.56.

The Special Provisions section of the bid package, Page 4, does state “*The Contractor shall be responsible for paying any invoice for BNSF Flagging services. Upon receipt of payment, the Contractor shall submit costs for BNSF Flagging services to the City’s Project Manager for reimbursement.*” The amount of this work is dependent on number of days and RR employees flagging.

Discussion

The project was completed in accordance with the terms, conditions and stipulations of the contract, plans and specifications. Work was completed at a total cost of \$373,325.36.

The project was overrun by a total of \$5,692.80, which is due to the original estimate not including costs for Burlington Northern Santa Fe (BNSF) flagging services. The total cost for BNSF flagging services is \$8,541.28.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Certificate of Final Completion for Stuhr Road – Bismark Road to Burlington Northern Santa Fe Railroad Crossing; Paving Project No. 2013-P-4.

Sample Motion

Move to approve the resolution.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Stuhr Road–Bismark Road to Burlington Northern Santa Fe Railroad Crossing; Paving Project No. 2013-P-4
 CITY OF GRAND ISLAND, NEBRASKA
 March 25, 2014

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

This is to certify that Stuhr Road – Bismark Road to Burlington Northern Santa Fe Railroad Crossing; Paving Project No. 2013-P-4 has been fully completed by Gehring Construction and Ready Mix Co., Inc. of Columbus, Nebraska under the contract dated June 25, 2013. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Stuhr Road – Bismark Road to Burlington Northern Santa Fe Railroad Crossing; Paving Project No. 2013-P-4

| Item No. | Description | Total Quantity | Unit | Unit Price | Total Cost |
|-------------------------|---|----------------|------|-------------|--------------|
| Base Bid Section | | | | | |
| 1 | Mobilization | 1.00 | l.s. | \$14,000.00 | \$14,000.00 |
| 2 | Construction Staking & Surveying | 1.00 | l.s. | \$5,000.00 | \$5,000.00 |
| 3 | General Clearing & Grubbing | 1.00 | l.s. | \$2,000.00 | \$2,000.00 |
| 4 | Earthwork Measured in Embankment | 392.00 | c.y. | \$5.00 | \$1,960.00 |
| 5 | Remove Driveway | 267.64 | s.y. | \$7.00 | \$1,873.48 |
| 6 | Cold Milling | 5,389.00 | s.y. | \$7.84 | \$42,249.76 |
| 7 | Bituminous Foundation Course 12" | 1,728.00 | s.y. | \$5.10 | \$8,812.80 |
| 8 | Preparation of Intersections & Driveways | 669.77 | s.y. | \$2.00 | \$1,339.54 |
| 9 | Asphaltic Concrete | 25.33 | ton | \$200.00 | \$5,066.00 |
| 10 | Labor for Concrete Overlay and Dowels for Doweled Concrete Pavement, Class 47B-3500 and 47B-HE-3500 | 6,072.97 | s.y. | \$15.25 | \$92,612.79 |
| 11 | Class 47B-3500 PCC for Overlay | 1,430.75 | c.y. | \$78.70 | \$112,600.03 |
| 12 | Class 47B-HE-3500 PCC for Overlay | 76.50 | c.y. | \$90.51 | \$6,924.02 |
| 13 | Concrete 47B-3500 Driveway | 278.38 | s.y. | \$32.00 | \$8,908.16 |
| 14 | Concrete 47B-3500 Driveway 8" | 391.39 | s.y. | \$36.00 | \$14,090.04 |
| 15 | Mailbox Post | 2.00 | ea. | \$100.00 | \$200.00 |
| 16 | Crushed Rock Surface Course | 91.51 | ton | \$33.00 | \$3,019.83 |
| 17 | Crushed Rock for Temporary Surfacing | 24.88 | ton | \$33.00 | \$821.04 |
| 18 | Earth Shoulder Construction | 38.90 | sta. | \$150.00 | \$5,835.00 |
| 19 | 4" White Preformed Pavement Marking, Type 4, Grooved | 3,699.00 | l.f. | \$3.25 | \$12,021.75 |
| 20 | 4" Yellow Preformed Pavement Marking, Type 4, Grooved | 2,098.00 | l.f. | \$3.25 | \$6,818.50 |

| | | | | | |
|---------------------------------|--|--------|------|------------|---------------------|
| 21 | Railroad Crossing Symbol Preformed Pavement Marking, Type 4, Grooved | 2.00 | ea. | \$1,450.00 | \$2,900.00 |
| 22 | Seeding, Type B | 1.60 | acre | \$1,359.00 | \$2,174.40 |
| 23 | Mulch | 3.50 | ton | \$690.00 | \$2,415.00 |
| 24 | Temporary Mulch | 0.00 | ton | \$6,390.00 | \$0.00 |
| 25 | Sodding | 0.00 | s.f. | \$0.50 | \$0.00 |
| 26 | Temporary Sign Day | 869.00 | ea. | \$1.50 | \$1,303.50 |
| 27 | Barricade, Type II | 884.00 | bday | \$0.50 | \$442.00 |
| 28 | Barricade, Type III | 545.00 | bday | \$1.50 | \$817.50 |
| 29 | Flagging | 2.00 | day | \$275.00 | \$550.00 |
| 30 | Railroad Coordination | 1.00 | l.s. | \$2,000.00 | \$2,000.00 |
| Total Base Bid Section = | | | | | \$358,755.13 |

Alternate Bid

| | | | | | |
|------------------------------|--|---|------|---------|---------------|
| 10A | Labor for Concrete Overlay and Dowels for Doweled Concrete Pavement, Class 47B-3500 and 47B -HE-3500 | 0 | s.y. | \$16.25 | \$0.00 |
| 11A | Class 47B-HE-3500 PCC for Overlay | 0 | c.y. | \$90.51 | \$0.00 |
| Total Alternate Bid = | | | | | \$0.00 |

Change Order No. 1

| | | | | | |
|-----------------------------------|---------------------------|-----------|------|----------|-------------------|
| 1.1 | Cold Milling (inlay) | 1.00 | ea. | \$425.70 | \$425.70 |
| 1.2 | Asphaltic Concrete | 2.20 | ton | \$200.00 | \$440.00 |
| 1.3 | Seeding, Type Residential | 15,400.00 | s.f. | \$0.22 | \$3,388.00 |
| 1.4 | Sodding | 0.00 | s.f. | \$0.50 | \$0.00 |
| 1.5 | Mailbox Post (revised) | 2.00 | ea. | \$175.00 | \$350.00 |
| 1.6 | Mailbox Post | -2.00 | ea. | \$100.00 | -\$200.00 |
| 1.7 | Tie Bars | 310.00 | ea. | \$3.90 | \$1,209.00 |
| 1.8 | Pavement Marking Removal | 555.00 | l.f. | \$0.75 | \$416.25 |
| Total Change Order No. 1 = | | | | | \$6,028.95 |

| | | | | | |
|-------------------|--|--|--|--|---------------------|
| Subtotal = | | | | | \$364,784.08 |
|-------------------|--|--|--|--|---------------------|

| | | | | |
|--|------|------|------------|------------|
| Railroad Flagging <small>(per Special Provisions Section of Bid Package, page 4)</small> | 1.00 | l.s. | \$8,541.28 | \$8,541.28 |
|--|------|------|------------|------------|

| | | | | | |
|----------------------|--|--|--|--|---------------------|
| GRAND TOTAL = | | | | | \$373,325.36 |
|----------------------|--|--|--|--|---------------------|

I hereby recommend that the Engineer's Certificate of Final Completion for Stuhr Road – Bismark Road to Burlington Northern Santa Fe Railroad Crossing; Paving Project No. 2013-P-4 be approved.

John Collins – City Engineer/Public Works Director

Jay Vavricek – Mayor

RESOLUTION 2014-61

WHEREAS, the City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for Stuhr Road – Bismark Road to Burlington Northern Santa Fe Railroad Crossing; Paving Project No. 2013-P-4, certifying that Gehring Construction and Ready Mix Co., Inc. of Columbus, Nebraska, under contract, has completed the improvement project; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Stuhr Road – Bismark Road to Burlington Northern Santa Fe Railroad Crossing; Paving Project No. 2013-P-4, is hereby confirmed, for the total amount of \$373,325.36

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☒ _____ |
| March 23, 2014 | ☒ City Attorney |



City of Grand Island

Tuesday, March 25, 2014
Council Session (Corrected)

Item G-7

#2014-62 - Approving Agreement for Engineering Consulting Services Related to Heartland Public Shooting Park Paving Improvements; Project No. 2014-HPSP-1

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: March 25, 2014

Subject: Approving Agreement for Engineering Consulting Services Related to Heartland Public Shooting Park Paving Improvements; Project No. 2014-HPSP-1

Item #'s: G-7

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

Background

This paving project will develop pavement solutions to the driveway entry to the Heartland Public Shooting Park, which is located west of Grand Island.

The Heartland Public Shooting Park entry was constructed in the early 1940s as part of the network of roads development at the Cornhusker Army Ammunition Plant. The seventy year old road is in disrepair and has been identified by the Parks and Recreation Department as a priority for update.





The Engineering Division put together a Request for Qualifications (RFQ) solicitation package for eight (8) of the 2014 Capital Improvement Projects (CIP). The consultants had the option to submit for as many or as few of the projects they felt their firm was qualified for. The request was for design and construction engineering services to be started by the end of the 2014 construction season for the selected projects. Each project was evaluated on the predetermined criteria (detailed in the RFQ) and will be awarded to the consultant that scores the best on that particular project, regardless of the consultant's qualifications on another project.

- Project 1 - Westgate Industrial Park Drainage District No. 2013-D-4
- Project 2 - Blaine Street Bridge Replacements; Project No. 2014-B-1
- Project 3 - Husker Highway Sanitary Tap District No. 531T
- Project 4 - Heartland Shoot Park Paving Improvements; Project No. 2014-HPSP-1
- Project 5 - Traffic Signal Faidley Ave. & Diers Ave. Intersection; Project No. 2014-TS-1
- Project 6 - Faidley Ave. Paving Improvements (2,000 ft. connect to North Road); Project No. 2014-P-1
- Project 7 - CDBG Handicap Ramps 4th to 5th Streets; Sycamore St. to Eddy St.; Project No. 2014-2G
- Project 8 – Webb Road Paving District No. 1260 Construction Services

On January 22, 2014 the Engineering Division of the Public Works Department advertised for Engineering Services for Heartland Public Shooting Park Paving Improvements; Project No. 2014-HPSP-1, with twelve (12) potential respondents.

Discussion

Six (6) engineering firms submitted qualifications for the engineering services for Heartland Public Shooting Paving Improvements; Project No. 2014-HPSP-1. Speece

Lewis Engineers, Inc. of Lincoln, Nebraska was selected based on the pre-approved selection criteria.

- Firm experience and qualifications on similar work (50%)
- Proposed project schedule/approach (40%)
- Past experience working with the City of Grand Island Public Works Department (10%)

Compensation for Speece Lewis Engineers, Inc.'s engineering design services will be provided on a fixed fee basis for \$10,200.00. An amendment to this agreement will be brought before council at a later date to address construction phase services.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the agreement with Speece Lewis Engineers, Inc. of Lincoln, Nebraska, in the amount of \$10,200.00.

Sample Motion

Move to approve the resolution.



RESOLUTION 2014-62

WHEREAS, on January 22, 2014 the Engineering Division of the Public Works Department advertised for Engineering Services for Heartland Public Shooting Park Paving Improvements; Project No. 2014-HPSP-1; and

WHEREAS, on February 6, 2014 six (6) engineering firms submitted qualifications for such services; and

WHEREAS, based on the pre-approved selection criteria Speece Lewis Engineers, Inc. of Lincoln, Nebraska was selected as the top engineering firm; and

WHEREAS, the City of Grand Island and Speece Lewis of Engineers, Inc. of Lincoln, Nebraska wish to enter into an Engineering Services Agreement to provide engineering design services for such project; and

WHEREAS, an amendment will be brought before council at a later date to address construction phase services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Engineering Services Agreement between the City of Grand Island and Speece Lewis Engineers, Inc. of Lincoln, Nebraska for engineering design services related to Heartland Public Shooting Park Paving Improvements; Project No. 2014-HPSP-1, in the amount of \$10,200.00, 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, March 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| March 23, 2014 | ☐ City Attorney |



City of Grand Island

Tuesday, March 25, 2014
Council Session (Corrected)

Item G-8

#2014-63 - Approving Subordination Agreement for 1115 East 9th Street

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Tonja Carey, Community Development Specialist

Council Meeting: March 25, 2014

Subject: Approving Subordination Agreement for
1115 E. 9th St.

Item #'s: G-8

Presenter(s): Jaye Monter, Finance Director

Background

The City Of Grand Island has a Deed of Trust filed on property owned by Victor M. and Gina A. Henriquez, husband and wife, located at 1115 E. 9th St., in the amount of \$9,000.00. On December 31, 2002, Community Development Block Grant funds in the amount of \$9,000.00 were loaned to Victor M. and Gina A. Henriquez to assist in the purchase of a home. The legal description of the property is:

Lot Nine (9), Lincoln View Estates Subdivision, in the City of Grand Island,
Hall County, Nebraska.

The owner is requesting permission from the City to subordinate to a new mortgage amount of \$75,000.00 and accept second position to the first mortgage.

Discussion

The City is in second position with the current amount of \$9,000.00 which is held with Wells Fargo. A new loan with Home Federal Savings and Loan Association of Grand Island would replace the current senior Deed of Trust. By law, the new Deed of Trust would be junior in priority to the City's lien, however, the new lender, Home Federal Savings and Loan Association of Grand Island has asked the City to subordinate its Deed of Trust to the new Deed of Trust and accept second position.

The owner is refinancing the current mortgage for two reasons; for a better rate with Home Federal Savings and Loan Association of Grand Island as well as removing Gina

A. Henriquez's name from the mortgage since they are no longer a married couple. The house will remain occupied and property taxes will continue to be paid.

The equity in the property is in excess of the lien amount held by both the City and the bank. The appraised value of the property is \$108,000 and is sufficient to secure the first mortgage of \$75,000.00 and the City's mortgage of \$9,000.00.

ALTERNATIVES

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

1. Approve the Subordination Agreement
2. Refer the issue to a Committee
3. Postpone the issue to a later date
4. Take no action on the issue

RECOMMENDATION

City Administration recommends that the Council approves the Subordination Agreement with Home Federal Savings and Loan Association of Grand Island, placing the City in the junior position to the new Deed of Trust.

Sample Motion

Move to recommend approval of the Subordination Agreement with Home Federal Savings and Loan Association of Grand Island, placing the City in the junior position to the new Deed of Trust.

Subordination Request from Victor M. Henriquez

The City Of Grand Island has a Deed of Trust filed on property at 1115 E. 9th St. in the amount of \$9,000.00. On December 31, 2002, Community Development Block Grant funds were loaned to assist in the purchase of a home. The address is 1115 E. 9th St. The legal description is:

Lot Nine (9), Lincoln View Estates Subdivision in the City of Grand Island, Hall County, Nebraska

The owner is requesting permission from the City to subordinate to a new mortgage amount and accept second position to the first mortgage.

The City's current Deed of Trust is junior in priority to a Deed of Trust to Wells Fargo Bank in the amount of \$52,550.00. By law, the new Deed of Trust would be junior in priority to the City's lien. However, the lender has asked the City to subordinate to the new Deed of Trust.

The new appraised value of the property is \$108,000.00 and is sufficient to secure the new first mortgage of \$75,000.00, and the City's loan of \$9,000.00. The City's loan of is a zero percent interest loan that is due only when the homeowners sell the house.

\$ 75,000.00 New lien
\$ 9,000.00 City's lien
\$ 84,000.00 First and second lien total

\$ 108,000.00 Appraisal amount

SUBORDINATION AGREEMENT

COMES NOW the City of Grand Island, Nebraska, secured party/beneficiary and hereby partially subordinates its trust deed/real estate lien recorded December 31, 2002 on the following described real estate:

Lot Nine (9), Lincoln View Estates Subdivision, in the City of Grand Island, Hall County, Nebraska, a/k/a 1115 E. 9th St.

It is the intent of this Agreement that the trust deed for amounts loaned by Home Federal Savings and Loan Association of Grand Island to Victor M. Henriquez (Borrower) that has been or is about to be filed, shall be superior to the trust deed/real estate lien of the City of Grand Island, its successors and assigns recorded December 31, 2002, up to the amount of \$75,000.00 plus interest and amounts advanced to protect the collateral. Thereafter, the City of Grand Island's lien shall have priority. It is further understood that this subordination shall include all current obligations, extensions, renewals, advances or modifications made by the City of Grand Island, Nebraska to Borrowers which is secured by the trust deed/real estate lien recorded December 31, 2002 as Document Number 200214704 in the records of the Register of Deeds of Hall County, Nebraska. Nothing in this Subordination Agreement is intended as a promise to provide financing or make advances to Borrowers by the City of Grand Island, Nebraska and it is not the intention of the City of Grand Island, Nebraska to warrant or guarantee the obligations of Borrowers but merely to partially subordinate its lien interests under the instrument recorded at Document Number 200214704. It is understood that Home Federal Savings and Loan Association of Grand Island intends to lend funds to Borrowers but that the subordinated amount is not to exceed \$75,000.00 plus interest and amounts advanced to protect the collateral.

Nothing in this instrument is intended to relieve Borrowers of their obligation to the City of Grand Island, Nebraska or to subordinate any other lien interests including, but not limited to, real estate taxes and special assessments.

Dated: _____ City of Grand Island, Nebraska

STATE OF NEBRASKA)
)ss.
COUNTY OF HALL)

By _____
Jay Vavricek, Mayor

The foregoing instrument was acknowledged before me on _____,
2014, by Jay Vavricek, Mayor of the City of Grand Island, Nebraska.

Notary Public

RESOLUTION 2014-63

WHEREAS, the City of Grand Island, is the lender and secured party of a Deed of Trust dated December 31, 2002 and recorded on December 31, 2002, as Instrument No.200214704, in the amount of \$9,000.00 secured by property located at 1115 E. 9th Street and owned by Victor M. and Gina A. Henriquez, married persons, said property being described as follows:

Lot Nine (9), Lincoln View Estates Subdivision, in the City of Grand Island, Hall County, Nebraska.

WHEREAS, Victor M. Henriquez wishes to execute a Deed of Trust and Note in the amount of \$75,000.00 with Home Federal Savings and Loan Association, to be secured by the above-described real estate conditioned upon the City subordinating its Deed of Trust to their lien priority; and

WHEREAS, the value of the above-described real estate is sufficient to adequately secure both loans; and

WHEREAS, the requested subordination of the City's lien priority is in the best interests of all parties; and

WHEREAS, the City Attorney's office has reviewed and approved the proposed agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to execute an agreement subordinating the lien priority of the above described Deeds of Trust from Victor M. and Gina A. Henriquez, married persons, to the City of Grand Island, as beneficiary to that of Victor M. Henriquez, a single person and the new loan and Deed of Trust of Home Federal Savings and Loan Association of Grand Island, Beneficiary, as more particularly set out in the subordination agreement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| March 23, 2014 | ☐ City Attorney |



City of Grand Island

Tuesday, March 25, 2014

Council Session (Corrected)

Item G-9

#2014-64 - Approving Citizen Participation Plan Revision

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

Staff Contact: Jaye Monter, Finance Director

RESOLUTION 2014-64

WHEREAS, on August 25, 1997, the City of Grand Island approved and adopted the existing Citizen Participation Plan to comply with the citizen participation requirements of the Community Development Block Grant program; and

WHEREAS, such plan sets forth how citizens are to be provided with opportunities to participate in the planning, implementation and assessment of the local Community Development Block Grant program; and

WHEREAS, the Nebraska Department of Economic Development has requested an updated template to be used for the existing Citizen Participation Plan; and

WHEREAS, the Community Development Department concurs with such changes.

WHEREAS, the public hearing on March 20, 2014, offers the public opportunity to make such comments to the City Council.

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 approves and adopts the revised Citizen Participation Plan; and the Mayor is hereby authorized and to execute such plan on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☒ _____ |
| March 23, 2014 | ☒ City Attorney |



City of Grand Island

Tuesday, March 25, 2014

Council Session (Corrected)

Item G-10

#2014-65 - Approving Contract Amendment for Community Development Block Grant 13-CR-002

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

Staff Contact: Jaye Monter, Finance Director

RESOLUTION 2014-65

WHEREAS, the City of Grand Island, Nebraska, is an eligible unit of a general local government authorized to receive Community Development Block Grants (CDBG) funds.

WHEREAS, the City of Grand Island received a CDBG Comprehensive Revitalization Grant 13-CR-002 in the amount of \$240,000 for activities that meet the CDBG national objective of benefiting low-to-moderate income persons; and

WHEREAS, the City will apply for a contract amendment for CDBG 13-CR-002 in order to redirect all project activities within the grant to Street Improvements; and

WHEREAS, the required 1:1 match will be provided by existing and completed City projects within the same area; and

WHEREAS, the Nebraska Department of Economic Development presently requires a public hearing to accept comments and inform the public on the status of the proposed project and grant application; and

WHEREAS, the public hearing on March 20, 2014, offers the public opportunity to make such comments to the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska is hereby authorized to apply for a contract amendment with the Nebraska Department of Economic Development for the project changes for the 13-CR-002 grant and the Mayor is hereby authorized and directed to execute such proceedings on behalf of the City of Grand Island for such grant programs.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☒ _____ |
| March 23, 2014 | ☒ City Attorney |



City of Grand Island

Tuesday, March 25, 2014
Council Session (Corrected)

Item G-11

#2014-66 - Approving Contract Amendment for Community Development Block Grant 13-CR-102

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

Staff Contact: Jaye Monter, Finance Director

RESOLUTION 2014-66

WHEREAS, the City of Grand Island, Nebraska, is an eligible unit of a general local government authorized to receive Community Development Block Grants (CDBG) funds.

WHEREAS, the City of Grand Island received a CDBG Supplemental Comprehensive Revitalization Grant 13-CR-102 in the amount of \$300,000 for activities that meet the CDBG national objective of benefiting low-to-moderate income persons; and

WHEREAS, the City will apply for the contract amendment for CDBG 13-CR-102 in order to redirect all project activities within the grant to Street Improvements; and

WHEREAS, the required 1:1 match will be provided by existing and completed City projects within the same area; and

WHEREAS, the Nebraska Department of Economic Development presently requires a public hearing to accept comments and inform the public on the status of the proposed project and grant application; and

WHEREAS, the public hearing on March 20, 2014, offers the public opportunity to make such comments to the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska is hereby authorized to apply for a contract amendment with the Nebraska Department of Economic Development for the project changes for the 13-CR-102 grant and the Mayor is hereby authorized and directed to execute such proceedings on behalf of the City of Grand Island for such grant programs.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| March 23, 2014 | ☐ City Attorney |



City of Grand Island

Tuesday, March 25, 2014

Council Session (Corrected)

Item I-1

#2014-67 - Consideration of Approving Collaborative Community Wide Visioning Efforts

Staff Contact: Mary Lou Brown, City Administrator

Council Agenda Memo

From: Mayor Jay Vavricek

Meeting: March 25, 2014

Subject: Approving Collaborative Community Wide Visioning Efforts

Item #'s: I-1

Presenter(s): Mayor Jay Vavricek

Background

In March 2013, Mayor Jay Vavricek organized a task force to explore a community wide Visioning process.

Mayor Vavricek invited community minded leaders representing important stakeholders of the community to begin this discussion. Some community segment areas included are senior citizens, business, medical, education, entertainment, non-profits, local government, manufacturing, and hospitality.

In May 2013, the Steering Committee reviewed the 1998-2002 Heartland Vision effort led by former Mayor Ken Gnadt and Doyle Hulme, CNH Plant Manager. The Heartland Vision goal, its logo, the results from the Heartland Vision Fair, and the goals, final recommendations/strategies, as well as accomplishments were evaluated.

The Steering Committee overwhelmingly validated the value and need for a similar visioning process for Grand Island/Hall County.

The Steering Committee recommended the need to explore the possibility of having someone facilitate a discussion to help the taskforce move forward with the Grand Visioning process. The merits of both private and public funding were both discussed.

In January 2014, the City of Grand Island issued an RFP and invited consultants to provide a proposal to conduct a community-wide visioning process that would encompass both the City of Grand Island and Hall County. The visioning process is incumbent upon collaboration amongst many organizations within the community, spreading responsibility for implementation among a variety of organizations and groups.

This visioning process will also include a method for the regular updating, maintenance and evaluation of its efforts and its corresponding action plan.

The intended outcomes include:

- identifying and analyzing emerging trends and community concerns
- articulating core community values through a communication and outreach plan
- developing a community vision statement from input gathered
- establishing a vision action plan to implement the vision
- defining a method to revise, update and maintain the vision and vision action plan

Seven bids for the Grand Community Vision Plan were received on February 4, 2014.

Six members of the Steering Committee reviewed the proposals according to the RFP specifications. The six members were Tammy Morris, Grand Island Community Foundation; Karen Rathke, Heartland United Way; Mitch Nickerson, Grand Island City Council; Ray O'Connor, O'Connor Enterprises; Joseph McDermott, Nebraska State Fair; and City Administrator Mary Lou Brown.

The Selection Committee members provided an official score pursuant to the specifications laid out in the RFP. The categories scored were: Project Understanding, Consultant Team Qualifications, Approach, Budget, and Proposal Clarity.

On March 11, 2014, the Selection Committee extended their findings to Mayor Vavricek and Hall County Board Supervisor Pam Lancaster. City Staff has since started negotiating with and checking references of the recommended consultant.

Negotiations will soon be finalized.

Discussion

The Grand Island Chamber of Commerce, the Grand Island Economic Development Corporation and the Grand Island/Hall County Convention and Visitors Bureau have initiated a process to further enhance the business development initiatives throughout Grand Island. Their privately funded Business Development Strategy will address business growth, business recruitment and workforce development for the next five years.

The Grand Vision plan will include a community engagement element that will include a diverse number of people in our community beyond business interests. It will seek a more board base and all-encompassing number of individual interests for the sake of community betterment.

Both plans are complimentary, but very different. They will both contribute to our community's success and well-being, quality of life and prosperity for Hall County and the City of Grand.

Alternatives

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

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

Recommendation

City Administration recommends the Council support both the business development strategy and the Grander Vision process knowing the collaboration of the two will shape our community's success, quality of life and prosperity for Hall County and the City of Grand.

Sample Motion

Move to approve Resolution 2014-67.

GRANDER VISION

2013

MARCH 21, 22 & 24

The Grand Island
Independent

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Seeing tomorrow very good place to start future

Story Comments

Tweet 0 Like 0

Posted: Friday, March 22, 2013 12:00 am

By George Ayoub
george.ayoub@theindependent.com

"The greatest danger for most of us is not that our aim is too high and we reach it."

Ah, yes, the vision thing, to quote a president.

The Grand Island
Independent

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A LASTING LEGACY Last G.I. visioning effort had big local impact

■ As new group forms, Heartland Vision's legacy still felt today

Story Comments Image (1)

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'Visioning' group to prepare roadmap of G.I.'s growth

Story Comments

Tweet 0 Like 0

Posted: Sunday, March 24, 2013 12:00 am

At long last, Grand Island Mayor Jay Vavricek announced plans for a long-range visioning project for the city. This is indeed good news. As Vavricek put it, "It's been said, if you don't know where you are going, any road will get you there."

GRANDER VISION STEERING COMMITTEE - 30

| STACKHOLDER | NAME |
|----------------------|---------------------|
| City of Grand Island | Mayor Jay Vavricek |
| City of Grand Island | Mary Lou Brown |
| City of Grand Island | Chad Nabity |
| City Council | Linna Dee Donaldson |
| City Council | Mitch Nickerson |
| Hall County Board | Pam Lancaster |
| Public Education | Dr. Rob Winter |
| Higher Education | Al Hartley |
| Manufacturing | Bill Baasch |

cont. GRANDER VISION STEERING COMMITTEE - 30

| STACKHOLDER | NAME |
|---------------------|-------------------|
| Chamber of Commerce | Cindy Johnson |
| EDC | Randy Gard |
| Senior Citizen | Karl Hughes |
| Veteran | Mike Ponte |
| Latino | Carlos Barcena |
| Community Member | Clarence Stephens |
| Youth | Kennedy Martinez |
| Youth | Kerrigan Anspauch |
| Hospitality | Brad Mellema |

cont. **GRANDER VISION STEERING COMMITTEE - 30**

| STACKHOLDER | NAME |
|----------------------|-------------------------|
| Medical | Dan McElligott |
| Downtown | Craig Hand |
| Community Non-Profit | Karen Rathke |
| YWCA | Anita Lewandowski-Brown |
| Recreation | KC Hehnke |
| Media | Don Smith |
| Developers | Ray O'Connor |
| Entertainment | Hugh Miner |
| Former Mayor | Ken Gnadt |

cont. GRANDER VISION STEERING COMMITTEE - 30

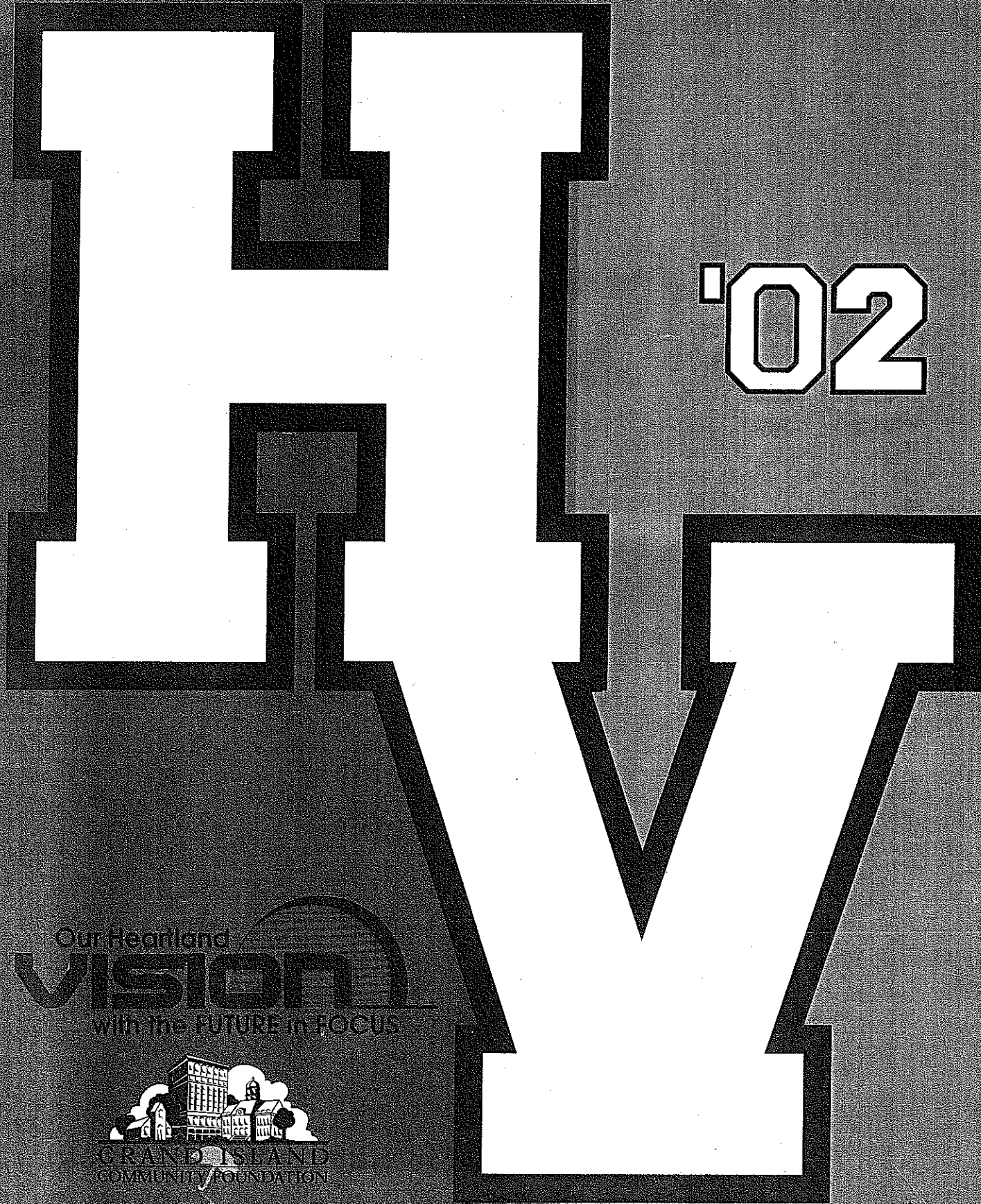
| STACKHOLDER | NAME |
|---------------------|------------------|
| Former Mayor | Margaret Hornady |
| Foundations | Tammy Morris |
| Nebraska State Fair | Joseph McDermott |

TIMELINE 3/2013 – 3/2014:

| 2013 | |
|--------------------------|--|
| MARCH - MAY | <p>Steering Committee reviewed the 1998-2002 Heartland Vision effort.</p> <p>Overwhelmingly validated the value and need for a similar visioning process for Grand Island/Hall County.</p> |
| AUGUST - DECEMBER | <p>Explore the possibility of having someone facilitate a discussion that will help us help the taskforce move forward with the Grand Visioning process.</p> |

TIMELINE 3/2013 – 3/2014:

| 2014 | |
|-----------------|--|
| JANUARY | RFP was issued and invited consultants to provide a proposal to conduct a community-wide visioning process that would encompass both the City of Grand Island and Hall County. |
| FEBRUARY | Seven bids for the Vision Plan were received. |
| MARCH | Selection committee extended findings to Mayor and Hall County Board of Supervisor Pam Lancaster. |



Report Overview

In 1997 the Heartland Vision process was a unique opportunity for residents, organizations and agencies to join together to develop a vision for the future of the area. A 35 member Steering Committee met on a regular basis to conduct research, develop guidelines and to brainstorm the most inclusive way for the Heartland Vision process to proceed.

The committee scheduled 21 town hall meetings in Grand Island and the surrounding communities to allow every resident the opportunity to participate in creating and organizing goals for their future. Additionally, service organizations hosted mini Presentations to permit further involvement.

Over 2,100 people were involved in the Heartland Vision process. The ideas, hopes and dreams shared at the town hall meetings were compiled and categorized. In April 1997, a community Heartland Vision Fair was held at the Conestoga Mall in Grand Island. At the Fair, everyone was encouraged to vote for their priorities, thereby determining the area's vision with a focus on the future.

Out of the Vision Fair, 15 priority categories were developed. They included Beautification, Children, Culture, Diversity, Economic Growth and Employment, Education, Environment, Government, Health Care, Heartland Values, Housing, Image, Recreation, Safety, and Transportation and Infrastructure.

Volunteer citizen groups were then formed to put into action the consensus based plans which enabled the Heartland to achieve its collective vision. A strategic Action Plan was published in 1998 incorporating goals and strategies for each category. Those goals, recommendations and strategies along with accomplishments are outlined in this Report to the Community. As you review the community accomplishments of the last five years, keep in mind that the challenges of the Heartland Vision are not complete. The vision of the heartland focuses on the future.

Beautification



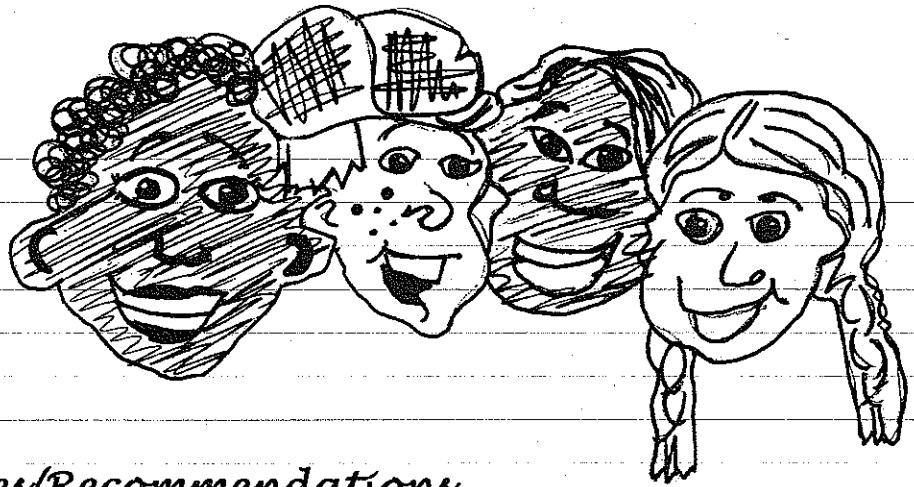
Goals/Strategies/Recommendations

- Educate the community about the economic, environmental and quality of life benefits of beautification
- Encourage changes in the building and zoning codes that integrate beautification as a requirement in future construction and city planning
- Start a "Keep Grand Island Beautiful Foundation"
- Develop a landscaping program for Highway 281
- Start a Hazardous Waste Collection Day

Accomplishments

- The Beautification Committee joined with the Grand Island Area Clean Community System
- More neighborhood associations were formed; matching funds are available to associations making improvements to neighborhoods
- Revitalized geographic areas impacted by physical deterioration, inadequate social infrastructure and economic disinvestments
- Developed South Locust Business Improvement District
- Signage located at city entrances
- Code Enforcement Officer was hired
- Grants received for green space development of the downtown entryway island at the intersection of Walnut Street, Charles Street and Locust Street, as well as the Plum Street Park on Sixth and Plum Street
- Demolition of dilapidated building on future park site
- Mayor developed a garden club, including master gardeners
- Continued use of façade development funds through Community Redevelopment Authority

Children



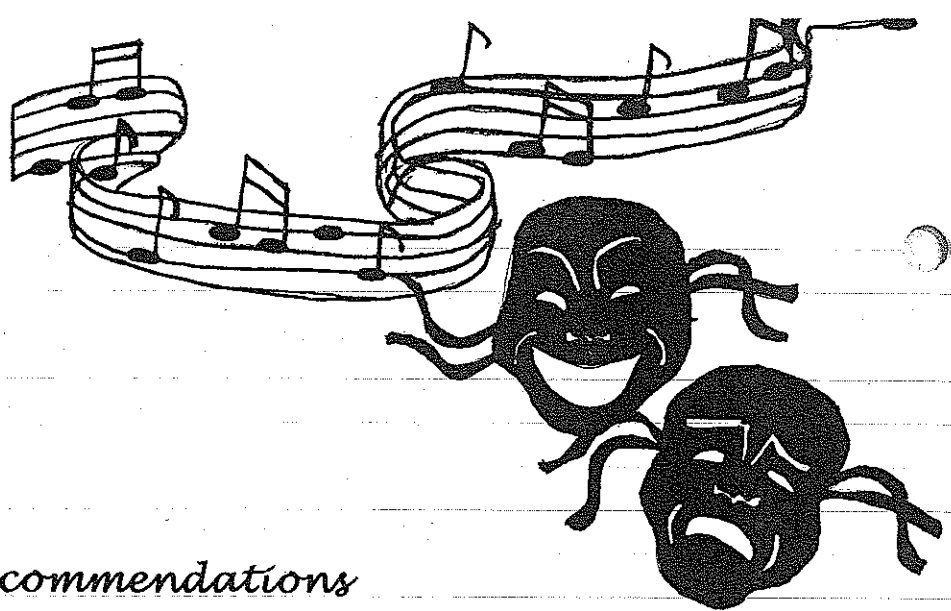
Goals/Strategies/Recommendations

- Provide substantial community structure and guidance that nurtures the well being of children and youth
- Promote volunteerism
- Develop youth mentoring
- Support parenting connections
- Provide community mentoring for parents

Accomplishments

- "It's About Kids" asset building program adopted by Community Youth Council
- TeamMates Mentoring Program established with Grand Island Community Foundation
- Youth Leadership program established at Hall County Leadership Unlimited
- Juvenile Services Committee formed to address high risk youth issues
- SMART Program developed at the Salvation Army
- "Adopt a School" program adopted by businesses
- Children's Festival held annually
- Local Group Homes developed to prevent out of community placement of youth
- CASA (Court Appointed Special Advocate)
- Child Care Solutions
- Annual Youth Congress
- Reporting Center for juveniles
- Juvenile Trackers added
- Focus on Family Strengths
- Wrap Around
- Conflict Resolution Training established in schools
- Community Service hours required for high school graduation

Culture



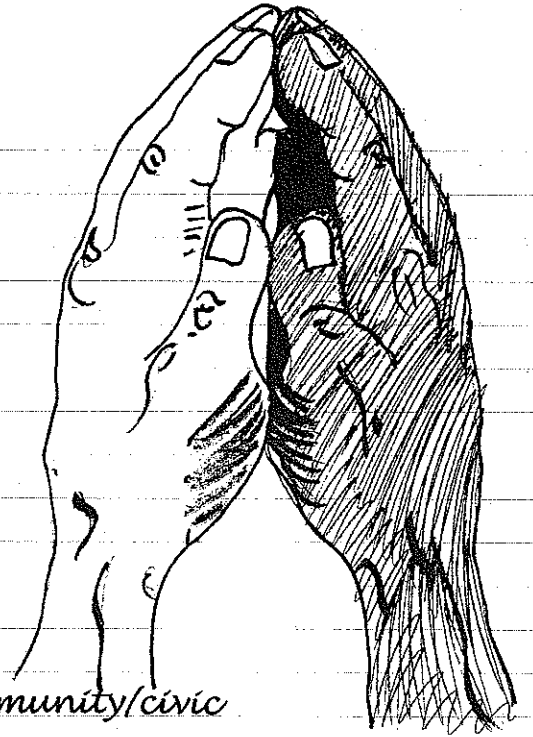
Goals/Strategies/Recommendations

- Produce and promote a community-wide activity calendar
- Form an Arts Council
- Develop a Civic Center campaign
- Provide opportunities for cross promotion
- Educate and inform the public about cultural events and activities

Accomplishments

- Moonshell Arts and Humanities Council
- Community Cultural Plan developed by the Grand Island Community Foundation
- Chautauqua held
- Hall County Historical Society developed historical maps
- Omaha Symphony performed
- GILT purchases a downtown building
- Edith Abbott Library considering expansion
- Fonner Park privately raising funds to build Civic Center
- Grand Island Independent in partnership with Hall County Convention and Visitors Bureau developed events calendar
- Grant Reynard exhibit held at College Park
- Outdoor Mural Project completed at 313 N. Locust Street
- Student Art reception provided by the Moonshell at Stuhr Museum
- Bronze Busts of Grace and Edith Abbott placed in the City Library
- The Great Race came to Grand Island
- International Visitors growth
- Historical Society Depot established
- Addition of Glade Mill, Curator Building, Taylor House and the 1890's Farmstead to Stuhr Museum
- Groundwork started for a Friendship Group between Grand Island and Bad-Segeburg, Germany.

Diversity



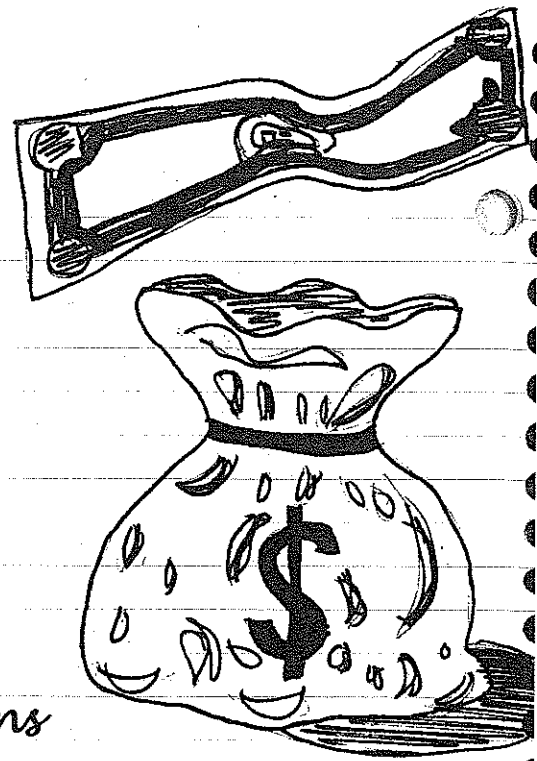
Goals/Strategies/Recommendations

- Reduce racial prejudice
- Develop language workshops
- Increase ethnic diversity among community/civic organizations
- Educate citizens about the cultural differences of various ethnic groups

Accomplishments

- Hispanics for Success program developed at Grand Island Public Schools
- Chamber of Commerce goal to promote and cultivate cultural diversity
- Grand Island International Visitors Council nominated for a Nobel Peace Prize
- Prensa Latina was established
- ESL classes have a permanent home in the St. Stephens Community Center
- New Hispanic businesses are being developed (i.e. Radio station, Restaurant, Stores)
- Organization of first Annual German Heritage Days
- Networking with other communities who have experienced rapid growth in diverse population
- Consideration of development of Learning Center for new immigrants

Economic Growth And Employment



Goals/Strategies/Recommendations

- Revitalize downtown Grand Island
- Promote job skill needs, cross training and application
- Develop a diverse and growing economy
- Increase the number of entry job levels
- Improve wage levels
- Create secure, sustainable career growth

Accomplishments

- One Stop Workforce building developed
- New Holland retention package
- New teachers breakfast sponsored by the Chamber of Commerce
- Central Community College provides training and skills development to help people enter the economic mainstream
- Average Wages have increased
- Expansion of existing businesses
- Industrial Park developed
- Development of the Downtown Business District (Beautification, 4th Street Development, Alley Improvements, Street Lights added, Expansion of trees in front of businesses, etc.)
- Downtown events held (Sock Hop, Car Cruise, etc.)
- Farmers Market Downtown
- Parallel Parking added
- Downtown Market introduced, open each Saturday from May to September
- Pedestrian walk ways in downtown

Education



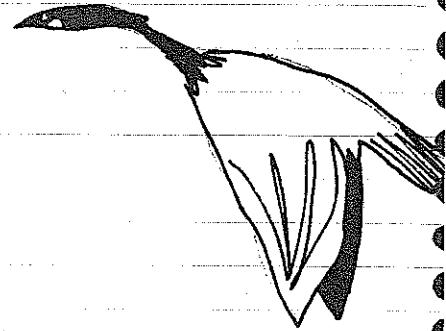
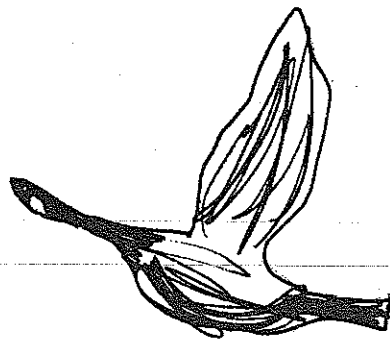
Goals/Strategies/Recommendations

- Structure learning around career "clusters"
- Seek alternative sources for funding
- Collaborate with businesses and agencies
- Increase community awareness of current educational opportunities
- Implement mentoring with positive role models on a long-term basis
- Consider alternative schools for students not focused on learning
- Explore ways to teach respect and responsibility
- Address the differences in opportunities for students
- Focus on local resources

Accomplishments

- Alternative Middle School program developed
- "Over 55" courses available
- Community Teaching Corp developed
- Heartland Lutheran School developed
- Expansion of Central Community College facilities and services
- New Lincoln Elementary and Wasmer Elementary Schools built
- Old Country General building renovated and turned into the new Administration Building
- Lutheran High School established
- Expansion of Grand Island Senior High and Grand Island Central Catholic
- Alternative Middle School developed at the Mid Plains Center for Behavioral Services
- Bellevue College located at Central Community College
- Dr. Steve Joel hired as the new Grand Island Public Schools Superintendent
- Junior Achievement in Elementary Schools
- Computer Classes expanded at Public Library

Environment

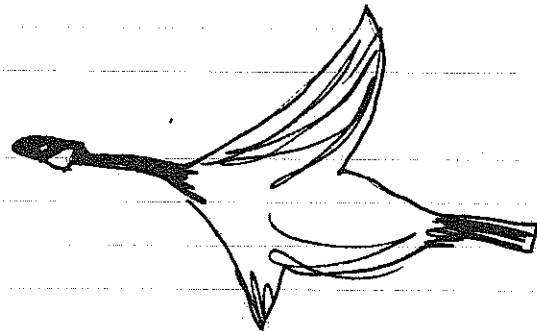


Goals/Strategies/Recommendations

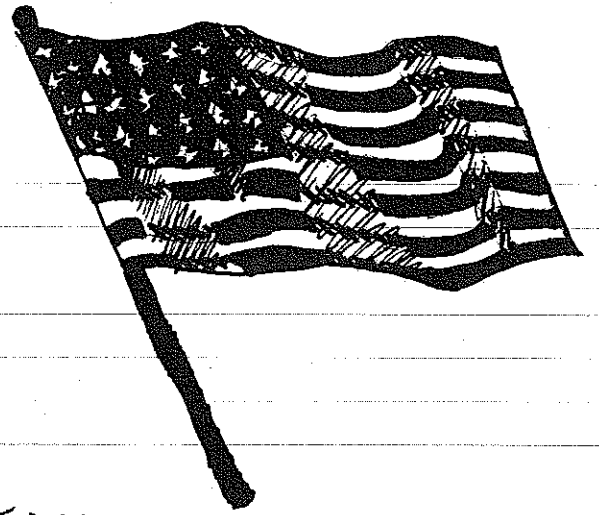
- *Preserve and protect the Heartland's natural resources*

Accomplishments

- *Crane Meadows Nature Center expansion*
- *Children's Groundwater Festival*
- *Clean Community Systems*
- *City Wide Curbside recycling*
- *Wetland preservation along south Locust Street corridor*
- *Odor hotline and improvements at ConAgra and Wastewater Treatment Plant*



Government



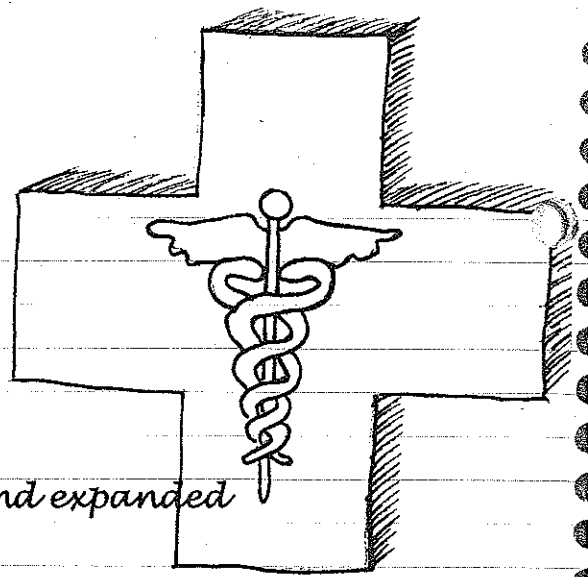
Goals/Strategies/Recommendations-

- Ensure that city and county governments are efficient, cooperative, reputable and fiscally responsible
- Implement town hall meetings
- Investigate the implications of combining city and county governments
- Provide interpreters at all government offices
- Subscribe to a Language Line in government offices

Accomplishments

- Governmental campus concept researched
- More interpreter services available
- Community Youth Council Established
- Web site expanded
- Geographic Information System; information available on line
- City Survey completed June 2000
- City wide way funding system proposal
- Development of Youth Leadership Tomorrow

Health Care



Goals/Strategies/Recommendations

- Recruit and develop new, specialized and expanded Medical services
- Educate the community about drug abuse
- Relocate the Health Department facilities
- Continue the discussion of the effects of managed care
- Coordinate drug education with businesses and industry
- Enhance multicultural health services

Accomplishments

- Third City Clinic
- Surgery Center
- Wellness Center
- New female adolescent halfway house and men's ¾ way house established
- Coalition formed to prevent underage drinking
- People and Animals in Sync
- Programs established resulting from tobacco settlement dollars
- Town Hall meetings held regarding Methamphetamine and underage drinking
- Surgery Center established
- Increased medical staff
- Cardiac Center developed
- Prompt Care established
- St. Francis Physical Therapy Center established
- Low Income Clinics added
- St. Francis satellite site proposed at Conestoga Mall
- Series of eating disorder meetings sponsored by the Wellness Center
- City/County Health Department received Tobacco Funds from the state
- Kids Connection sees paid growth at hospital, clinics and Student Wellness Center

Heartland Values

Goals/Strategies/Recommendations

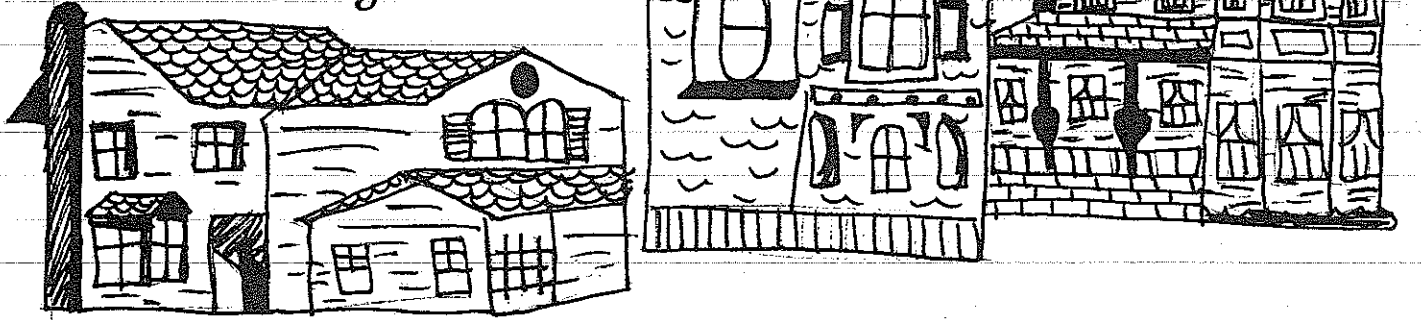
- Enhance the awareness of family values in the workplace and community
- Support existing parenting classes
- Increase awareness of the availability of parenting classes
- Strengthen families

Accomplishments

- Saint Stephens Community Center
- Bottom Line Benefits conference
- Local Middle Schools implemented the Purple Hands Pledge
- Barr Middle School implemented Character Counts
- Channel 10/11 advertised the 40 Developmental Asset
- AOK Ladies
- Parish Nurse Program (SFMC)
- Parent Resource Center developed at Public Library
- Developed and distributed Bilingual Family Service Resource Guide to all schools in Grand Island



Housing



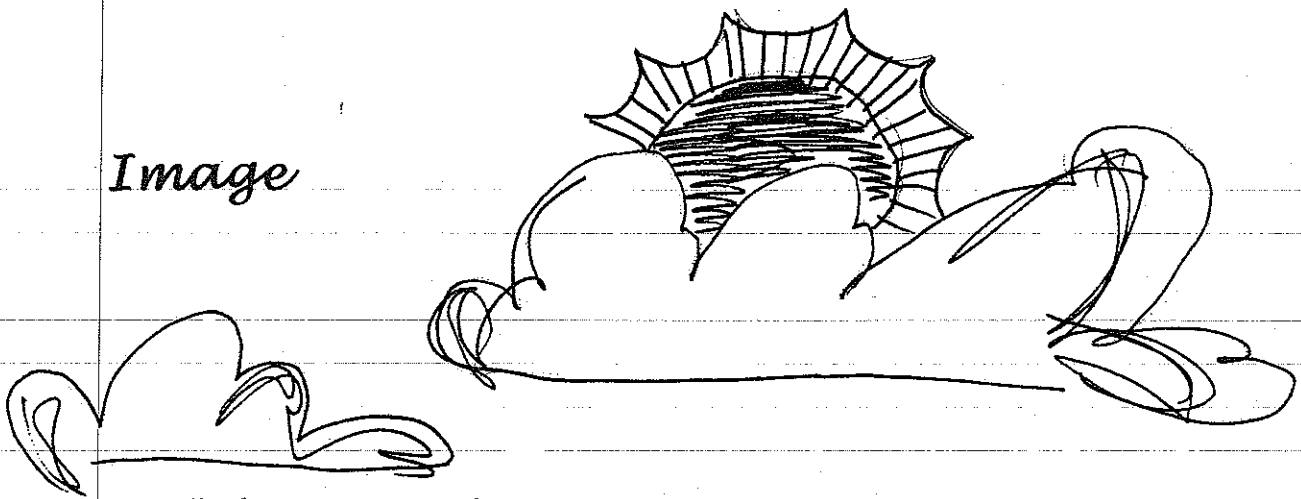
Goals/Strategies/Recommendations

- Promote affordable housing
- Clean up neighborhoods
- Establish a housing Trust Fund
- Develop a coalition to protect fair housing practices
- Develop more moderate to low income housing

Accomplishments

- Habitat for Humanity
- Expansion of housing for the elderly
- Six new houses adjacent to Lincoln Elementary;
Three yet to be developed
- Down payment assistance to low to moderate income residents
- CNCS received housing rehabilitation grant
- Grand Island Area Housing Corporation received grant funds for purchases, rehabilitation, etc.
- Community Redevelopment Authority commits to demolition of substandard housing units
- Grant for completion of housing study received

Image



Goals/Strategies/Recommendations

- Enhance the image of the Heartland as a progressive place
- Generate Public Service Announcements
- Aid positive, progressive businesses
- Conduct "exit" interviews with people who are moving away
- Promote the positives
- Conduct "entrance" interviews with new residents

Accomplishments

- Grand Island Independent developed Community Unity and Celebrate 2000 Campaigns
- St. Stephen's Community Center for nonprofits established
- AOK Ladies established
- Convention and Visitors Bureau visitor information kiosk at the Caboose
- Lincoln Highway Convention held in Grand Island



Recreation



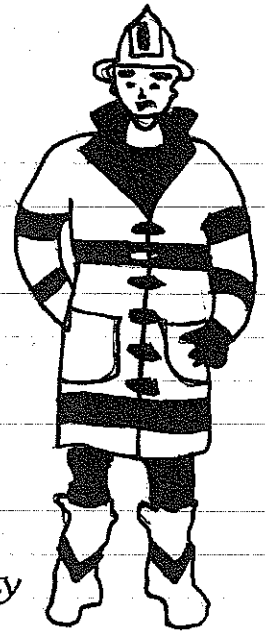
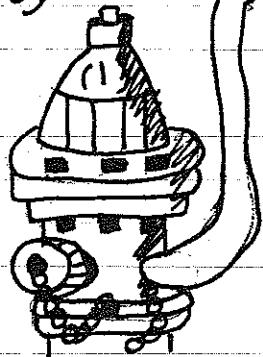
Goals/Strategies/Recommendations

- Explore the implementation of a city sales tax to fund infrastructure and activities
- Develop a softball complex
- Continue the development of the Hike and Bike Trail
- Add the "Lazy River" to Island Oasis
- Provide a diverse network of recreational facilities and activities
- Develop a comprehensive trail system

Accomplishments

- Hike and Bike Trail expanded
- Fonner Park soccer and softball fields developed
- New golf course in Cairo
- Increased crane and waterfowl viewing opportunities
- Expanded softball fields in Cairo
- Expanded the Island Oasis Water Park by adding a Lazy River
- Three new wading pools under construction
- Skate Board Park built at Pier Park

Safety



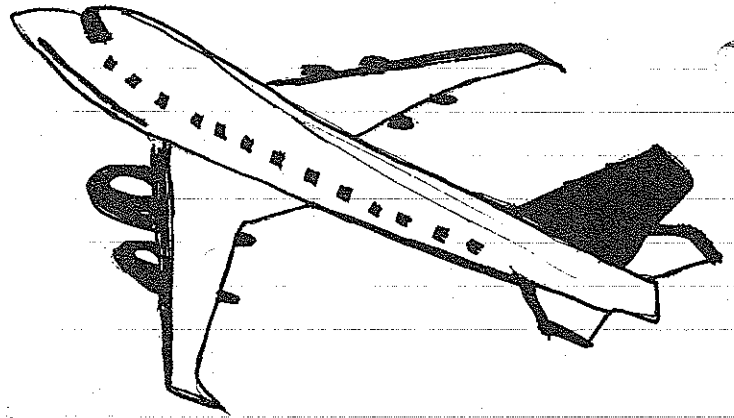
Goals/Strategies/Recommendations

- *Develop public information projects concerning safety*
- *Disseminate information about crime and safety*
- *Form partnerships with existing organizations*
- *Demonstrate safety devices*
- *Encourage use of safety items for children*

Accomplishments

- *Safe Kids Coalition*
- *Additional Law enforcement hired*
- *Dive Rescue Team*
- *Project Impact (disaster preparedness) grant received*
- *School resource officers at three middle schools and one high school*
- *Grant received to provide police officers at Hall County Housing Authority properties*
- *Three new firefighters and three new paramedics hired*

Transportation and Infrastructure



Goals/Strategies/Recommendations

- Develop regional/tri-city air services bequeath
- Increase traffic safety
- Complete flood control project
- Increase public transportation services
- Enhance emergency services
- Improve streets and highways
- Provide bilingual services in public agencies
- Improve sewer and water services
- Enhance police and fire protection
- Increase traffic control and add sidewalks
- Increase technology opportunities for community

Accomplishments

- Work progressing on widening of South locust
- Wood River flood control project
- Airport runway renovation
- I-80 and Highway 281 intersection rebuilt
- Cab Service reinvigorated
- Sidewalks added by Central Catholic on 13th Street
- Bilingual services added in several public agencies (i.e. Workforce Development, St. Francis Medical Center, Grand Island Public Schools, Family Violence Coalition, Central Community College, Hall County Extension Office, Hall County Court, Community Help Center, YWCA Helpline, Etc.)
- Motorcycle and bicycle police positions added
- Mitigation component added to Comprehensive Plan
- Airport Economic Plan developed
- Foundations are discussing a coordinated process to review grants and establish priorities

Future Plans

Hall County is rich in innovation, creativity and has an entrepreneurial spirit. Foundations, nonprofit organizations, schools, businesses and individuals all have much to contribute to planning the future of a community.

The Heartland Vision process has set a positive precedent for area residents to determine goals and solidify accomplishments. Since the process began in 1997, many exciting dreams have become reality due to the determination of dedicated people. Because a process is never ending, Heartland Vision will continue and bring more good things to the Grand Island area.

If you would like to be a part of the next phase of the Heartland Vision process, or have questions about the first one, please call the Grand Island Community Foundation at (308)381-7767.

Special Thanks to Leah Koch, Youth Leadership Tomorrow Class #3 for her drawings in this report.



RESOLUTION 2014-67

WHEREAS, Grand Island and Hall County desire a clear vision of its future as evidenced by two privately funded efforts that will occur this year in our community; and

WHEREAS, the engagement of a diverse number of people in our community beyond business interests is important for the success of our entire community; and

WHEREAS, the Heartland Vision project completed over 15 years ago was so successful and its effects long lasting; and

WHEREAS, after a year's worth of effort from a 30 member steering committee has confirmed the value and the need to realize similar results beyond 2025; and

WHEREAS, such an effort to engage a broad spectrum of people in Hall County is incumbent upon the hiring of a professional firm at no expense to the taxpayers; and

WHEREAS, the Grand Island Chamber of Commerce, the Economic Development Corporation and the Grand Island/Hall County Convention and Visitors Bureau are focused on business planning developments for the next five years; and

WHEREAS, the Grand Vision effort will seek a more broad based and diverse number of individual interests for the sake of community betterment; and

WHEREAS, elected and city staff have and will be included in the two efforts including Council member Gilbert in the GI Business Development Strategy steering committee and Council members Nickerson and Donaldson in the Grand Vision steering committee; and

WHEREAS, the Grand Vision process will be privately funded and be announced once contract negotiations with the proposed firm are completed; and

WHEREAS, the generosity will be sincerely appreciated, publicly designated and acknowledged on behalf of a grateful community.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that we support both the business development strategy visioning and Grand Vision community betterment process knowing the collaboration of the two efforts will shape our community's success, quality of life and prosperity of both Hall County and the City of Grand Island.

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| March 23, 2014 | ☐ City Attorney |

Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 25, 2014

Council Session (Corrected)

Item I-2

**#2014-68 - Consideration of Approving Amendment to the
Redevelopment Plan for CRA Area 1 located at 8th Street and
Superior Street**

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

Staff Contact: Chad Nabity

RESOLUTION 2014-68

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2007, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 1 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: property acquisition, site preparation, utilities extensions, landscaping, concrete and fee associated with the redevelopment project. All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

WHEREAS, the City published notices of a public hearing and mailed notices as required pursuant to Section 18-2115 of the Act and has, on the date of the Resolution held a public hearing on the proposal to amend the Redevelopment Plan to include the Redevelopment Project described above.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| March 23, 2014 | ☐ City Attorney |

1. The Redevelopment Plan of the City approved for Redevelopment Area No.1 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission with respect to the Redevelopment Contract.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall be January 1, 2015 as follows:
 - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
 - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.
 - c. The Mayor and City Clerk are authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.

4. The City hereby finds and determines that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purposes of accomplishing, in accordance with the general plan for development of the City, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity; and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of a healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreation and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 25, 2014

Council Session (Corrected)

Item I-3

**#2014-69 - Consideration of Approving Amendment to the
Redevelopment Plan for CRA Area 2 located at 3051 South Locust
Street**

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

Staff Contact: Chad Nabity

RESOLUTION 2014-69

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2007, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 2 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: property acquisition, site preparation, planning activities utilities extensions, landscaping, and fees associated with the redevelopment project. All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

WHEREAS, the City published notices of a public hearing and mailed notices as required pursuant to Section 18-2115 of the Act and has, on the date of the Resolution held a public hearing on the proposal to amend the Redevelopment Plan to include the Redevelopment Project described above.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| March 23, 2014 | ☐ City Attorney |

1. The Redevelopment Plan of the City approved for Redevelopment Area No.2 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission with respect to the Redevelopment Contract.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall be January 1, 2015 as follows:
 - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
 - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.
 - c. The Mayor and City Clerk are authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.

4. The City hereby finds and determines that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purposes of accomplishing, in accordance with the general plan for development of the City, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity; and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of a healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreation and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 25, 2014

Council Session (Corrected)

Item I-4

#2014-70 - Consideration of Approving the Purchase Agreement for Sale of Land to Michael Lilienthal

This item relates to the aforementioned Ordinance item F-2.

Staff Contact: Stacy Nonhof, Assistant City Attorney

RESOLUTION 2014-70

WHEREAS, the City of Grand Island purchased two tracts of land in 2005 as the future site of a proposed Fire Training Center; and

WHEREAS, the two tracts are more particularly described as follows:

Tract 1:

A miscellaneous tract of land containing 34.67 acres in the East ½ of the Northeast ¼, Section 15, Township 11 North, Range 9 West of the 6th P.M., City of Grand Island, Hall County, Nebraska.

Tract 2:

A miscellaneous tract of land containing 20.60 acres in the East ½ of the Northeast ¼, Section 15, Township 11 North, Range 9 West of the 6th P.m., City of Grand Island, Hall County, Nebraska; and

WHEREAS, the City Of Grand Island has not utilized this land for the purpose for which it was purchased; and

WHEREAS, the land has been rented out for agricultural purposes beginning in 2008; and

WHEREAS, the City Of Grand Island has earned a total of \$32,813.50 in rent since that time; and

WHEREAS, the City of Grand Island issued a Request for Proposals in November 2013, seeking proposed uses for the land for the benefit of the people of Grand Island; and

WHEREAS, in response to the Request for Proposals, two proposals were received and opened on November 12, 2013; and

WHEREAS, the proposal submitted by Michael Lilienthal was determined to be the highest and best use of the property; and

WHEREAS, the proposal of Michael Lilienthal is in compliance with all other terms of the Request for Proposals; and

WHEREAS, the Legal Department negotiated a Purchase Agreement with Michael Lilienthal; and

WHEREAS, the current Farm Lease was terminated on December 3, 2013; and

WHEREAS, the City Of Grand Island proposes to sell the two tracts of land to Michael Lilienthal; and

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| March 23, 2014 | ☐ City Attorney |

WHEREAS, Michael Lilienthal will pay to the City of Grand Island the sum of Five Hundred Eighty-Three Thousand and Nine Hundred and No/100 Dollars (\$583,900.00).

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 25, 2014

Council Session (Corrected)

Item I-5

#2014-71 - Consideration of Approving the Approved Animal List

Staff Contact: Stacy Nonhof, Assistant City Attorney

Council Agenda Memo

From: Stacy R. Nonhof, Assistant City Attorney
Meeting: March 25, 2014
Subject: Approved Animal List
Item #'s: I-5
Presenter(s): Stacy R. Nonhof, Assistant City Attorney

Background

Periodically the City Of Grand Island takes an in-depth look at the Code to determine if any changes need to be made. Over the past year, the Legal Department has been looking in-depth at Chapter 5 Animals. The purpose of this analysis was to determine what provisions of the Code work effectively and what needs to be modified. During this review, it was discovered that the Approved Animal List that is required under Section 5-40 of City Code has not been updated since February 1998. It was determined that while a review was being done of Chapter 5, this list should be reviewed also. The Legal Department worked closely with the Central Nebraska Humane Society to analyze the way the Code is enforced and what issues the Animal Control Officers are encountering. After numerous drafts, the proposed changes were presented by the Legal Department to the Animal Advisory Board. The Animal Advisory Board then met to discuss the proposed changes and to either approve or disapprove proposed changes. What is before the Council tonight are the changes approved by the Animal Advisory Board.

Discussion

Two Study Sessions were held on March 4 and 18, 2014 to discuss the proposed changes in detail. The goal of the proposed changes is to provide more definition where needed and to increase the enforceability of these regulations. The proposed changes aim to improve the living conditions of the animals of Grand Island. Numerous discussions regarding enforcement of the Code were held prior to these proposed changes. These changes are a result of those discussions and the discussions that took place at the prior Study Sessions. The proposed List is one that sets out what animals citizens of Grand Island may legally own. The List covers animals that would otherwise be considered “wild animals” and thus prohibited pursuant to City Code.

The goal is to not only educate the citizens of Grand Island as to what types of animals they may legally own, but also to help the Animal Control Authority to know what types of animals are out there. Having this list and knowing if any of these animals are within the city limits of Grand Island helps the Animal Control Authority to be prepared. The Animal Control Authority will be able to identify if they are equipped to deal with any of these animals if they know the animals are within the city limits.

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 Resolution 2014-71 adopting the revised Approved Animal List.

Sample Motion

Move to approve Resolution 2014-71.

RESOLUTION 2014-71

WHEREAS, pursuant to City Code §5-40 the Animal Advisory Board develops an Approved Animal List to be adopted by the City Council; and

WHEREAS, the last time this list was updated was February 16, 1998; and

WHEREAS, the Animal Advisory Board has recommended changes to the Approved Animal List; and

WHEREAS, it is necessary to adopt the new Approved Animal List, as identified on Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, it would be beneficial to the City of Grand Island to adopt the new Approved Animal List.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Approved Animal List be modified and the changes incorporated as identified on Exhibit "A" City of Grand Island Approved Animal List.

Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| March 23, 2014 | ☐ City Attorney |

EXHIBIT A

City of Grand Island **Approved Animal List**

This list is prepared in accordance with Section 5-40 of the Grand Island City Code. The following animals are acceptable to be kept within the city limits of Grand Island, Nebraska. Residence must obtain a permit, and pay applicable fees for each animal identified below.

Amphibians and Reptiles – General

Non-toxic amphibians and non-venomous reptiles under the length of six (6.0) feet may be kept within the City as long as they remain confined within an owner's dwelling unit, or escape-proof enclosure compatible with the animal's welfare, and provided that all species non-native to Nebraska that will reach twelve (12.0) inches or more in length at maturity are registered with the Humane Society.

Amphibians

All must be non-toxic:

- Frogs
- Toads
- Newts
- Salamanders
- Caecilians

Reptiles

- Turtles and tortoises: (federal law requires that the trade in turtles and tortoises be over four (4) inches in carapace (upper shell) length)
- Tortoises:
 - Yellow-foot
 - Red-foot
 - African hinge-back
 - African forest
- Box Turtles
 - Several American eastern
 - Western species
 - Gulf species
 - Asian hinge species
- Aquatic turtles (limited to many fresh water species)
 - Mud
 - Spotted
 - Side-necked
 - Painted

Lizards

- Anoles (15 species of New World anoles)
- Bearded dragons (Australian species)
- Chameleons (true chameleons of Africa)
- Geckos (all Old World species)
- Iguanas (limited to New World common pet store species)
- Skinks (both Old and New World species)
- Spiny Lizards (both Old and New World species)
- Swifts (both native and sub-tropic species)
- Water dragons (Asian species)

(Special NOTE: Monitor Lizards are NOT included as acceptable species although common in the pet industry. Monitor (Varanids) can be very large and dangerous)

Snakes:

- Boas (true Central and South American boas from the species Boa. (NO Old World or insular forms)
- Python (only two (2) species of true python:
 - Burmese Python (Python molurus bivittatus)
 - Royal or Ball Python (Python regius)
- Colubrid snakes (from the genus Colubridae)-(all New and Old World forms)-
(Exception-rear-fanged venomous species)

Mammals:

- Rabbits
- Guinea pigs
- Gerbils
- Hamster
- Ferrets (**Exception:** No Black-footed)
- Chinchillas
- Hedge hogs
- Sugar gliders



City of Grand Island

Tuesday, March 25, 2014

Council Session (Corrected)

Item I-6

**#2014-72 - Consideration of Approving the Waiver Fine Schedule
for City Code Violations**

Staff Contact: Stacy Nonhof, Assistant City Attorney

Council Agenda Memo

From: Stacy R. Nonhof, Assistant City Attorney
Meeting: March 25, 2014
Subject: City Code Violations – Waiver Schedule
Item #'s: I-6
Presenter(s): Stacy R. Nonhof, Assistant City Attorney

Background

The City of Grand Island last updated the City Code Violations – Waiver Schedule in 2010. While working on changes to Chapter 5 of City Code, reference was made to the current Waiver Schedule. During this review, numerous deficiencies were noted. It was determined at that time that changes needed to be made to the Schedule.

Discussion

The proposed changes to the City Code Violations – Waiver Schedule are not limited to just Chapter 5 violations. During discussions with Community Service Officers it was noted that violations they cite residents for are not currently listed on the Schedule. This causes problems with the Hall County Court as they rely on the Schedule to have the correct violations and correct fines in the Justice program. (Justice Program contains the electronic version of the schedule contents.) Any changes to the Schedule are submitted to Hall County Court for input into Justice.

The Grand Island Police Department is currently working on transitioning from paper citations to electronic citations. As part of that transition, it is imperative that the correct fines and Code violations are on the Schedule. This Schedule will ultimately be submitted to the Nebraska Crime Commission for implementation into the eTracs system. Clarification on Code violations has been requested by the Nebraska Crime Commission that the proposed Waiver Schedule will provide.

During discussions with the Animal Advisory Board in regards to changes to Chapter 5 of the Code, the amount of fines was discussed. This proposed Waiver Schedule reflects the desire of the Animal Advisory Board to increase the amount of fines for Code violations. The goal of the increased fines is to convince animal owners that it is in their best interest and the best interest of their pet to be a responsible pet owner.

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 Resolution 2014-72 amending the City Code Violations – Waiver Schedule as reflected in Exhibit “A”.

Sample Motion

Move to approve Resolution 2014-72.

RESOLUTION 2014-72

WHEREAS, the City Code Violations – Waiver Schedule was last updated in 2010;
and

WHEREAS, the Animal Advisory Board has recommended changes for fines pursuant to violations of Chapter 5 of City Code; and

WHEREAS, a review of the 2010 Waiver Schedule showed that violations of City Code were absent; and

WHEREAS, the Waiver Schedule is submitted to the Hall County Court for input into the Justice program; and

WHEREAS, the Waiver Schedule will be submitted to the Nebraska Crime Commission for input into the eTracs program of electronic citations; and

WHEREAS, it is necessary to amend such Waiver Schedule to modify fines for violations of City Code, as identified on Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, it would be beneficial to the City of Grand Island to implement the amendments to the Waiver Schedule.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the 2010 City Code Violations – Waiver Schedule be modified and the changes incorporated as identified on Exhibit "A" City Code Violations – Waiver Schedule.

Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| March 21, 2014 | ☐ City Attorney |

EXHIBIT A

CITY CODE VIOLATIONS - WAIVER SCHEDULE
Effective 3-26-2014

| | | |
|---------------|--|---|
| 1-8 | Failure to Appear | 50.00 |
| 4-18 | Drinking in Public..... | 50.00 |
| 4-19 | Alcohol in Park | 50.00 |
| <u>4-20</u> | <u>Minors Not Permitted After 9 P.M.</u> | <u>50.00</u> |
| <u>5-5</u> | <u>Interference With Animal Control Officer.....</u> | <u>50.00</u> |
| 5-7 | Failure to Obtain Commercial Animal Establishment Permit | 150.00 |
| <u>5-7.1</u> | <u>Selling Animals On City or Private Property.....</u> | <u>50.00</u> |
| 5-12 | No Animal License | 50.00 |
| 5-14 | No Pet Shelter | 50.00 |
| <u>5-15</u> | <u>Enclosure/Restraint Violation.....</u> | <u>50.00</u> |
| 5-17 | Failure to Register Animal Enclosure..... | 50.00 |
| <u>5-18</u> | <u>Number of Animals.....</u> | <u>50.00</u> |
| <u>5-21</u> | <u>Food, Water, Health Care, Grooming.....</u> | <u>50.00</u> |
| 5-22 | Cruelty to Animals | 250.00 |
| 5-30 | No Vaccination | 50.00 |
| 5-34 | Dog/Cat at Large | |
| | <u>First Offense.....</u> | <u>25.00</u> |
| | <u>Second Offense</u> | <u>75.00</u> |
| | <u>Third Offense</u> | <u>150.00</u> |
| | <u>Fourth Offense</u> | <u>Subject to Nuisance Owner Status</u> |
| <u>5-36</u> | <u>Dangerous/Potentially Dangerous Enclosure Violation.....</u> | <u>100.00</u> |
| <u>5-36.1</u> | <u>Dangerous/Potentially Dangerous Spay/Neuter Microchip</u> | <u>100.00</u> |
| 5-37 | <u>Dangerous/Potentially Dangerous Animal Off Owner's Property</u> | <u>250.00</u> |
| 5-38 | Barking Dog Violation | |
| | <u>First Offense.....</u> | <u>25.00</u> |
| | <u>Second Offense</u> | <u>100.00</u> |
| <u>5-40</u> | <u>No Wild Animal License</u> | <u>50.00</u> |
| <u>5-46</u> | <u>Nuisance Owner.....</u> | <u>100.00</u> |
| 8-22 | Failure to Obtain Permit..... | 25.00 |
| 8-135 | Failure to Obtain Permit..... | 25.00 |
| 8-130 | Building Code Violation | 25.00 |
| 16-4 | Unlawful Transportation of Dangerous Material..... | 50.00 |
| 16-6 | Tampering with Fire Alarm System..... | 50.00 |
| 16-7 | Unlawful Duplication of Fire Alarm System Key | 25.00 |
| 16-8 | False Fire Alarm..... | 50.00 |
| 16-9 | Unlawful Storage of Combustible Material | 25.00 |
| 16-10 | Improper Disposal of Combustible Material | 25.00 |
| 16-11 | Open Burning Violation..... | 100.00 |

| | | |
|------------------|--|------------------|
| 16-12 | Unauthorized Use of Fireworks | <u>50.00</u> |
| 16-13 | No Permit to Sell Fireworks | <u>100.00</u> |
| 16-15 | Unlawful Sale of Fireworks | <u>100.00</u> |
| 16-16 | Improper Fireworks Stand | <u>50.00</u> |
| 16-17 | Sale of Fireworks by Underage Individual | 50.00 |
| 16-18 | Discharge of Fireworks Where Sold Prohibited | 25.00 |
| 16-19 | Throwing Explosives Prohibited..... | <u>50.00</u> |
| 16-22 | Discharge of Fireworks..... | <u>50.00</u> |
| 17-3 | Accumulation of Litter..... | 50.00 |
| <u>17-4</u> | <u>Litter and Offensive Substances</u> | <u>50.00</u> |
| 17-14 | No Garbage Receptacle..... | 25.00 |
| 17-15 | No Garbage Receptacle Non-residential..... | 25.00 |
| <u>17-20</u> | <u>Tree Limbs and Branches.....</u> | <u>50.00</u> |
| 17-33 | Violation of Garbage Collection Time..... | 25.00 |
| 17-45 | Automobile parts at landfill | 50.00 |
| 17-57 | Inoperable/Unlicensed Vehicle | 50.00 |
| <u>17-66</u> | <u>Graffiti.....</u> | <u>50.00</u> |
| 20-1 | Disturbing the Peace | |
| | <u>Noise</u> | <u>50.00</u> |
| | <u>Fighting</u> | <u>75.00</u> |
| | <u>Offensive Action</u> | <u>50.00</u> |
| 20-1 | Disturbing the Peace – Fighting | 75.00 |
| 20-2 | Trespassing | 50.00 |
| 20-3 | Littering..... | 50.00 |
| 20-4 | Shoplifting..... | |
| | <u>First Offense.....</u> | <u>250.00</u> |
| | <u>Second Offense</u> | <u>500.00</u> |
| 20-5 | Tampering with Meter | <u>50.00</u> |
| 20-6 | Theft of Services | 50.00 |
| 20-7 | Public Urination | <u>50.00</u> |
| 20-8 | Discharge Gun/BB Gun, etc..... | 50.00 |
| 20-9 | Juvenile Curfew | <u>25.00</u> |
| 20-10 | No Horses on City Streets..... | 25.00 |
| 20-11 | Obstruction of Public Right-of-Way..... | 25.00 |
| 20-12 | Obstruction of Public Easement..... | 25.00 |
| 20-16 | Skateboards Prohibited | 25.00 |
| <u>20-17</u> | <u>Disorderly House</u> | <u>50.00</u> |
| <u>20-18</u> | <u>Failure to Disperse</u> | <u>50.00</u> |
| <u>20-19</u> | <u>Volume Control</u> | <u>50.00</u> |
| 20-20 | Minor in Possession of Tobacco | 25.00 |
| 22-13 | No Valid Registration | 25.00 |
| 22-14 | No Plates | 50.00 |
| 22-14 | Fictitious Plates..... | 50.00 |
| 22-16 | No Operator's <u>Motorcycle</u> License..... | 75.00 |
| 22-16 | No Motoreyele License | 75.00 |

| | | |
|--------------|--|--------------|
| 22-17 | No License on Person | 25.00 |
| <u>22-18</u> | <u>Operator's License Acts Prohibited</u> | <u>50.00</u> |
| 22-19 | Vehicle not equipped with Horn | 25.00 |
| 22-20 | No Red Tail Lights after Dark | 10.00 |
| 22-21 | Vehicle Head Lights..... | 10.00 |
| <u>22-22</u> | <u>Headlights; Motorcycles</u> | <u>10.00</u> |
| 22-23 | Failure to Dim | 10.00 |
| 22-24 | Defective Brakes | 50.00 |
| 22-25 | Rearview Mirror, etc <u>Vehicle Equipment</u> | 25.00 |
| <u>22-26</u> | <u>Projecting Loads</u> | <u>25.00</u> |
| 22-28 | Traffic Sign/Signal | 75.00 |
| 22-28 | Wrong Way on a One Way | 25.00 |
| 22-30 | Defacing Traffic Signs or Signals | 25.00 |
| 22-31 | Leaving Scene of Personal Injury Accident | 150.00 |
| 22-32 | Leaving Scene of Property Damage Accident | 100.00 |
| 22-33 | ROW Intersections | 25.00 |
| 22-34 | Fail to Yield - Left Turn..... | 25.00 |
| 22-35 | Failure to Yield - ROW Private Road/Drive..... | 25.00 |
| 22-36 | ROW Curb | 25.00 |
| 22-37 | Stop Sign Violation/Failure to Yield | 75.00 |
| 22-38 | Failure to Yield - Yield Sign..... | 25.00 |
| 22-39 | Failure to Yield - Emergency Vehicle..... | 100.00 |
| 22-43 | Illegal U-Turn | 25.00 |
| 22-44 | Improper Left Turn | 25.00 |
| 22-45 | Unlawful Turning or Stopping/ <u>Failure to Signal</u> | <u>25.00</u> |
| 22-46 | Left of Center | 25.00 |
| 22-47 | Improper Pass..... | 25.00 |
| 22-48 | Improper Passing on Right..... | 25.00 |
| 22-50 | Unlawful Passing on Left..... | 25.00 |
| 22-51 | Speeding | |
| | Too Fast for Conditions | 100.00 |
| | In Excess of Posted Speed | 10.00 |
| | 1 - 5 mph over | 10.00 |
| | 6 - 10 mph over | 25.00 |
| | 11 - 15 mph over | 75.00 |
| | 16 - 20 mph over | 125.00 |
| | 21 - 35 mph over | 200.00 |
| | 36+ mph over | 300.00 |
| | Speeding in Construction Zone (same limits as above) FINES ARE DOUBLE | |
| | Speeding in School Zone (same limits as above) FINES ARE DOUBLE | |
| 22-52 | Racing on Streets | 50.00 |
| 22-53 | Careless Driving..... | 100.00 |
| 22-54 | Reckless Driving..... | 75.00 |
| 22-55 | Willful Reckless Driving | 100.00 |
| 22-56 | Failure to Remove Debris from Street | 100.00 |
| 22-57 | Following Too Close to Emergency Vehicles | 50.00 |
| 22-58 | Driving over Fire Hose | 25.00 |
| 22-59 | Spilling Contents of Vehicle..... | 100.00 |

| | | |
|----------------|--|---------------|
| 22-60 | Unlawful Use of Toy Vehicles..... | 25.00 |
| 22-62 | Overloaded Front Seat | 50.00 |
| 22-63 | Soliciting Rides | 25.00 |
| 22-64 | Impeding Traffic | 10.00 |
| 22-65 | Following too Closely..... | 50.00 |
| 22-66 | Unsafe Backing | 25.00 |
| 22-67 | Avoiding Traffic Signal | 25.00 |
| <u>22-68</u> | <u>Clinging to Motor Vehicle</u> | <u>25.00</u> |
| 22-69 | Riding Outside Vehicle..... | 25.00 |
| 22-70 | Driving on Sidewalk | 25.00 |
| 22-71 | Driving Over Newly-laid Pavement..... | 100.00 |
| <u>22-73</u> | <u>Off Designated Truck Route</u> | <u>25.00</u> |
| <u>22-76.1</u> | <u>Engine Braking</u> | <u>25.00</u> |
| 22-82 | Improper Use of Loading Zone..... | 25.00 |
| 22-83 | Improper Parking | 10.00* |
| <u>22-84</u> | <u>Vending Vehicle Improper Parking</u> | <u>10.00*</u> |
| 22-85 | Unlawful Parking on Sidewalk | 10.00* |
| <u>22-86</u> | <u>Unlawful Parking Near Intersections</u> | <u>10.00*</u> |
| 22-87 | Obstruction of Private Driveway | 10.00* |
| 22-88 | Unlawful Parking near Fire Hydrant..... | 10.00* |
| 22-92 | Unlawful Truck Parking in Residential District | 25.00* |
| | *Waiverable fine amount if failed to pay initial police tag fine within 5 days | |
| 22-131 | Handicapped Parking | |
| | First Offense..... | 100.00 |
| | Second Offense [within a 1-year period] | 200.00 |
| | Third Offense [within a 1-year period] | 300.00 |
| 24-3 | Driving on Grass in Park..... | 100.00 |
| 24-5 | Park Curfew | <u>25.00</u> |
| 28-1 | Railroad Crossing Arms..... | 100.00 |
| 36-50 | Visibility Obstruction..... | 25.00 |
| 39-4 | Smoking in Public Place | |
| | First Offense..... | 100.00 |
| | Second Offense | 200.00 |
| | Third Offense | <u>500.00</u> |
| 39-5 | Allowing Smoking in Public Place | |
| | First Offense..... | 100.00 |
| | Second Offense | 200.00 |
| | Third Offense | <u>500.00</u> |
| | ALL OTHER VIOLATIONS..... | 25.00 |



City of Grand Island

Tuesday, March 25, 2014

Council Session (Corrected)

Item J-1

Approving Payment of Claims for the Period of March 12, 2014 through March 25, 2014

The Claims for the period of March 12, 2014 through March 25, 2014 for a total amount of \$6,718,072.65. A MOTION is in order.

Staff Contact: Jaye Monter, Finance Director