
City of Grand Island



Tuesday, July 8, 2014
Council Session 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 Scott Friesen, Berean Bible Church, 4116 West Capital Avenue

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, July 8, 2014

Council Session

Item E-1

**Public Hearing on Acquisition of Utility Easement - 4395 Gold
Core Drive - TNS Holdings, L.L.C. (Rich & Sons)**

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Tim Luchsinger, Utilities Director

Meeting: July 8, 2014

Subject: Acquisition of Utility Easement – 4395 Gold Core Drive
– TNS Holdings, L.L.C.

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

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of TNS Holdings, L.L.C., located at 4395 Gold Core Drive, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

Rich & Sons Camper Sales has constructed a new building to be used for repair of campers. This easement will be used to locate new cable, conduit, and a pad-mounted transformer to provide electricity to their new facility.

Alternatives

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

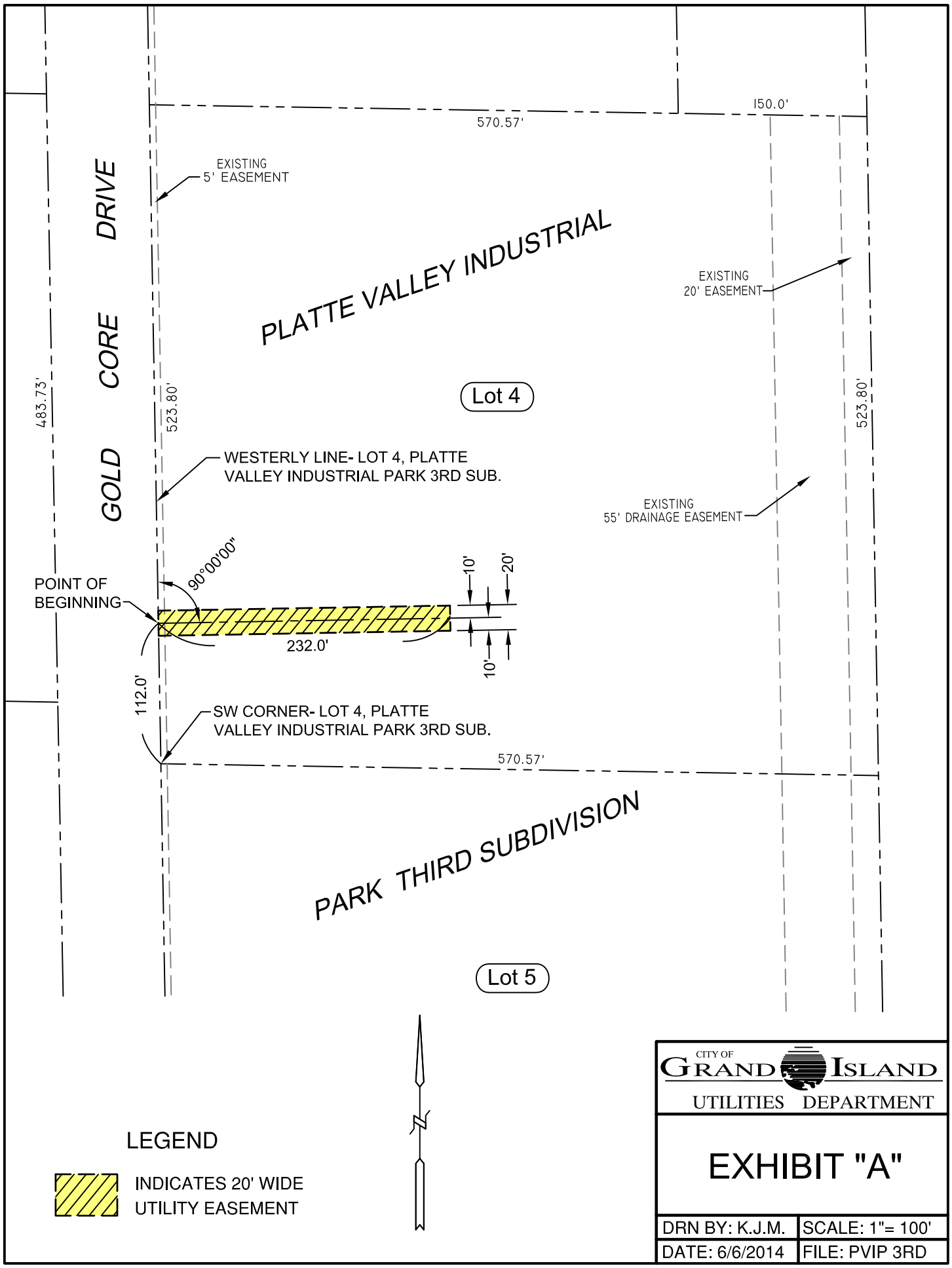
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, July 8, 2014

Council Session

Item E-2

Public Hearing Approving Acquisition of Right-of-Way for Capital Avenue Widening – Webb Road to Broadwell Avenue

Staff Contact: John Collins PE - Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: July 8, 2014

Subject: Public Hearing Approving Acquisition of Right-of-Way for Capital Avenue Widening – Webb Road to Broadwell Avenue

Item #'s: E-2 & G-9

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

Background

The City and the Nebraska Department of Roads (NDOR) entered into an agreement, which was executed by the City on May 24, 2011 by Resolution No. 2011-124, which specified various duties and funding responsibilities for the Capital Avenue – Webb Road to Broadwell Avenue project. The agreement required that NDOR Standards and Specifications are to be used for design, construction inspection and quality control.

This project will consist of removal of the existing 24' wide asphalt roadway and construction of new concrete pavement on Capital Avenue from Webb Road through Broadwell Avenue. The new roadway will consist of five lane curbed concrete pavement. Other improvements include construction of sidewalks and a concrete hike/bike trail, updated street lighting, and construction of new storm sewer. A pedestrian signal will be constructed approximately 1000' east of Webb Road to provide for safe crossing for users of the hike/bike trail.

This project will be coordinated with the North Interceptor Sanitary Sewer project.

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

Discussion

Right-of-Way is needed from 2 property owners and 1 tenant in this project area. All documents have been signed and returned by the property owners. Authorization of the documents is contingent upon City Council approval. Following is a summary of the payments, totaling \$22,320.00.

Tract No	Owner/Address	Legal	Right-of-Way Payment (minimum \$100.00)	Payment of Damages	Total
1L	Matthew "Matt" Panowicz, John Panowicz, Robert "Bob" Panowicz, and Michael "Mike" Panowicz (Lessee)	A TRACT OF LAND CONSISTING OF PART ON AN UNPLATTED TRACT LOCATED IN THE SOUTH HALF (S1/2) OF FRACTIONAL SECTION 6, TOWNSHIP 11 NORTH, RANGE 9 WEST, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID FRACTIONAL SECTION 6; THENCE ON AN ASSUMED BEARING OF N01°33'03"W ALONG THE WEST LINE OF SAID SECTION 6 A DISTANCE OF 33.00 FEET; THENCE N89°19'05"E A DISTANCE OF 33.00 FEET TO THE SOUTHWEST CORNER OF AN UNPLATTED TRACT OF LAND AS DESCRIBED IN INSTRUMENT NUMBER 84-004813, HALL COUNTY REGISTER OF DEEDS; THENCE N01°33'03"W ALONG THE WEST LINE OF SAID UNPLATTED TRACT A DISTANCE OF 25.00 FEET TO A WESTERLY CORNER OF SAID UNPLATTED TRACT, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE AND THE EAST R.O.W. LINE OF WEBB ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING N01°33'03"W ALONG SAID EAST R.O.W. LINE A DISTANCE OF 12.36 FEET; THENCE S53°27'14"E A DISTANCE OF 61.75 FEET TO A POINT ON THE NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE S89°19'05"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 29.60 FEET TO THE SOUTHEAST CORNER OF SAID UNPLATTED TRACT DESCRIBED IN INSTRUMENT NUMBER 84-004813; THENCE N38°28'00"W ALONG THE EASTERLY LINE OF SAID UNPLATTED TRACT DESCRIBED IN INSTRUMENT NUMBER 84-004813, SAID EASTERLY LINE ALSO BEING THE NORTH R.O.W. LINE OF CAPITAL AVENUE, A DISTANCE OF 8.86 FEET; THENCE N00°32'14"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 9.00 FEET; THENCE S89°19'05"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 7.00 FEET; THENCE N38°28'00"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 11.38 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 637 SQUARE FEET MORE OR LESS.	\$100.00	NONE	\$100.00

5	Longleaf, L.L.C. c/o Andrew Marsh	<p>A TRACT OF LAND CONSISTING OF PART OF LOT 1, BLOCK 8 REPLAT, CONTINENTAL GARDENS AN ADDITION TO THE CITY OF GRAND ISLAND, HALL. COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NE CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S00°56'29"E ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 19.86 FEET; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 06°44'05", A RADIUS OF 108.00 FEET, AN ARC LENGTH OF 12.69 FEET AND A CHORD BEARING S84°25'38"W FOR A DISTANCE OF 12.69 FEET; THENCE S87°34'02"W, A DISTANCE OF 139.79 FEET; THENCE S89°13'17"W, A DISTANCE OF 58.13 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE N01°30'22"W ALONG SAID WEST LINE AND THE EAST LINE OF A UNPLATTED TRACT, A DISTANCE OF 25.65 FEET TO THE NW CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE SOUTH R.O.W. LINE OF CAPITAL AVENUE; THENCE N89°11'12"E ALONG SAID SOUTH R.O.W. LINE, A DISTANCE OF 244.63 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 5,790.00 SQUARE FEET MORE OR LESS.</p>	5,790.00 SF @ \$1.45/SF	NONE	\$8,400.00
31	Debra J. Shafer and Michael A. Shafer	<p>A TRACT OF LAND CONSISTING OF PART OF A TRACT DESCRIBED AS LOTS 1 AND 3, BLOCK 1, OF COLLEGE ADDITION TO WEST LAWN IN THE CITY OF GRAND ISLAND, HALL. COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NW CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY (R.O.W.) LINE OF CAPTIAL AVENUE AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N89°47'43"E ALONG SAID SOUTH R.O.W. LINE, A DISTANCE OF 127.77 FEET; THENCE S45°32'30"E ALONG SAID SOUTH R.O.W. LINE, A DISTANCE OF 35.56 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH R.O.W. LINE AND THE WEST R.O.W. LINE OF BROADWELL AVENUE;; THENCE S00°52'42"E ALONG SAID WEST R.O.W. LINE, A DISTANCE OF 91.63 FEET TO THE SE CORNER OF SAID LOT 3; THENCE</p>	1,973.00 SF @ \$7.00/SF	NONE	\$13,820.00

		S89°01'20"W ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 1.43 FEET; THENCE N03°41'10"W A DISTANCE OF 79.91 FEET; THENCE N45°09'22"W, A DISTANCE OF 38.06 FEET; THENCE S89°50'38"W, A DISTANCE OF 120.82 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE N01°00'46"W ALONG SAID WEST LINE A DISTANCE OF 9.84 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1,973.00 SQUARE FEET MORE OR LESS.			
Grand Total					\$22,320.00

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the acquisition of Right-of-Way between the City of Grand Island, Public Works Department and the affected property owners in the Capital Avenue Widening – Webb Road to Broadwell Avenue Project.

Sample Motion

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



City of Grand Island

Tuesday, July 8, 2014

Council Session

Item G-1

Approving Minutes of June 24, 2014 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

June 24, 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 June 24, 2014. Notice of the meeting was given in *The Grand Island Independent* on June 18, 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, Julie Hehnke, Mitch Nickerson, Peg Gilbert, John Gericke, Mark Stelk, Mike Paulick, and Vaughn Minton. Councilmember Chuck Haase was absent. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, Treasurer and Finance Director Jaye Monter, City Attorney Robert Sivick, and City Engineer and Public Works Director John Collins.

INVOCATION was given by Reverend Nick Petrick, New Life Community Church, 301 West 2nd Street followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Jimmy Riley.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Central Catholic High School Student Zach Brittain – All-Class State Champion Discus and Class “C” State Champion Shot Put. The Mayor and City Council recognized Central Catholic High School student Zach Brittain and Coaches Keith Kester, Bill Schlachter, and Duane Spale for his All-Class State Championship in Discus and Class “C” State Champion in Shot Put. Zach Brittain, Coaches Kester, Schlachter, Spale and his parents Kevin and Kellie Brittain were present for the recognition.

Recognition of Central Catholic High School Student Matt Novinski - State Champion Swimming - 100 Meter Backstroke. The Mayor and City Council recognized Central Catholic High School student Matt Novinski and Coach Brian Jensen for his State Championship in Swimming the 100 Meter Backstroke. Matt Novinski, his father Dan Novinski and Coach Jensen were present for the recognition.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement located at 2920 S. Stuhr Road (Steve & Salley Husen). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 2920 S. Stuhr Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers for the upgrade of power lines. The relocation will accommodate property lines and the easement will be used to clear-up old property records. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement located at 3521 U.S. Highway 34 (Craig & Lesa Dixon). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 3521 U.S. Highway 34 was needed in order to have access to install, upgrade,

maintain, and repair power appurtenances, including lines and transformers for the purpose of providing a legal path across this property to allow electrical service to Lot One (1), Dixon Subdivision. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement located at 2807 and 2825 N. Engleman Road (Joseph Brown & Lori Bear-Brown). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 2807 and 2825 N. Engleman Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers for the purpose of placing a new underground power line and pad-mounted transformer. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement located at 2807 and 2825 N. Engleman Road (Jack Voss). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located south of the alley behind 106 & 108 West 4th Streets was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers for the purpose of placing a new underground power line and Pad-mounted transformer. Staff recommended approval. No public testimony was heard.

Public Hearing for Phase II Comprehensive Revitalization Community Block Grant Application. Finance Director Jaye Monter reported that the City was requesting a 2014 Phase II Comprehensive Revitalization Grant for \$220,000 plus \$5,000 in General Administration to assist in funding the 4th and 5th Streets improvement project. Staff recommended approval. No public testimony was heard.

Public Hearing on Dedication of Right-of-Way for the Capital Avenue – Webb Road to Broadwell Avenue Widening Project (Webb Mini Park). Public Works Director John Collins reported that acquisition of right-of-way for the Capital Avenue – Webb Road to Broadwell Avenue Widening Project was needed to accommodate the public utilities and a widened roadway along Capital Avenue. Staff recommended approval. No public testimony was heard.

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

Approving Minutes of June 10, 2014 City Council Regular Meeting.

Approving Minutes of June 17, 2014 City Council Study Session.

Approving Appointments of Kelli Arens and Edward Meedel and the Re-Appointments of Rebecca Rosenlund and Alan Lepler to the Library Board. Councilmember Gilbert thanked Library board members Karl Kostbahn and Nancy Jones for serving on this board.

#2014-167 - Approving Final Plat and Subdivision Agreement for Copper Creek Estates Eighth Subdivision. It was noted that Sean O'Connor, owner, had submitted the Final Plat and Subdivision Agreement for Copper Creek Estates Eighth Subdivision for the purpose of creating 44 lots located south of Old Potash Highway and east of Engleman Road containing 13.203 acres.

#2014-168 - Approving Final Plat and Subdivision Agreement for Karle Subdivision. It was noted that Robert & Deborah Karle and Pat & Gary Anderson, owners, had submitted the Final Plat and Subdivision Agreement for Karle Subdivision for the purpose of creating 2 lots located south of Old Potash Highway and east of Monitor Road containing 4.92 acres.

#2014-169 - Approving Acquisition of Utility Easement located at 2920 S. Stuhr Road (Steve & Sally Husen).

#2014-170 - Approving Acquisition of Utility Easement located at 3521 U.S. Hwy. 34 (Craig & Lesa Dixon).

#2014-171 - Approving Acquisition of Utility Easement located at 2807 & 2825 N. Engleman Road (Joseph Brown and Lori Bear-Brown).

#2014-172 - Approving Acquisition of Utility Easement located at 2807 & 2825 N. Engleman Road (Jack Voss).

#2014-173 - Approving Bid Award for Communication Cards for Electric Substations with RFL Electronics, Inc. of Booton Township, NJ in an Amount of \$149,975.48.

#2014-174 - Approving Vendor Payment for Wind Damage at the Heartland Events Center with Jerry's Sheet Metal, Inc. of Grand Island, NE in an Amount of \$29,200.00.

#2014-175 - Approving Designated Depositories and City Treasurer Authorizations.

#2014-176 - Approving Phase II Comprehensive Revitalization Community Block Grant Application. This item was related to the aforementioned Public Hearing. Discussion was held regarding the decision to do street projects as opposed to housing projects. Ms. Monter stated the Community Development Department and the Public Works Department worked together to look at eligible projects. They would continue to look at housing projects. Questions were asked by Council as to whether this had gone through the Community Development Advisory Committee. Ms. Monter stated the Committee had previous knowledge of the original community revitalization grant from 2012. This was Phase II of that grant.

Motion by Donaldson, second by Nickerson to approve Resolution #2014-176. Upon roll call vote, Councilmembers Minton, Stelk, Gericke, Gilbert, Nickerson, Hehnke, Donaldson, and Mann voted aye. Councilmember Paulick voted no. Motion adopted.

#2014-177 - Approving Award of Proposal for Enterprise Asset Management System for the Public Works Department with Cartegraph Systems, Inc. of Dubuque, IA in an Amount of \$121,840.00 for the current year and years 1-3 licensing costs in an amount of \$76,000.00 annually.

#2014-178 - Approving Leasehold Agreement for the Capital Avenue – Webb Road to Broadwell Avenue Widening Project (United Veterans Club).

#2014-179 - Approving Agreement for Utility Relocation Services to be performed by CenturyLink for the Capital Avenue – Webb Road to Broadwell Avenue Project.

#2014-180 - Approving Dedication of Right-of-Way for the Capital Avenue – Webb Road to Broadwell Avenue Widening Project (Webb Mini Park).

#2014-181 - Approving Compensation for Relocation of Fence and Sidewalk at the Nebraska Veterans Home Anderson Building for the North Interceptor Phase II Sanitary Sewer Project in an Amount of \$133,000.00.

#2014-182 - Approving Change Order No. 1 for the US-30 Drainage Improvement Project with Kirkham Michael & Associates of Lincoln, NE with no increase to the contract amount.

#2014-183 - Approving Acceptance of Database Sharing Subgrant with the Nebraska State Patrol.

REQUESTS AND REFERRALS:

Consideration of Forwarding Blighted and Substandard Area #13R Study to the Hall County Regional Planning Commission. Regional Planning Director Chad Nabity reported that Phil Ramsey had submitted the Substandard and Blight Study for approximately 1.26 acres of property located in central Grand Island, north of Phoenix Avenue and west of Lincoln Avenue. This was a micro blight area that would add less than 0.01% and if approved the community would bear a designation of 18.57%. Staff recommended approval.

Motion by Gilbert, second by Minton to approve the request. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Donaldson, second by Mann to approve the Claims for the period of June 11, 2014 through June 24, 2014, for a total amount of \$7,515,616.29. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 7:29 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, July 8, 2014

Council Session

Item G-2

Approving Minutes of June 24, 2014 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

June 24, 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 June 24, 2014. Notice of the meeting was given in the *Grand Island Independent* on June 19, 2014.

Mayor Jay Vavricek called the meeting to order at 7:34 p.m. The following Councilmembers were present: Vaughn Minton, Mike Paulick, Mark Stelk, John Gericke, Peg Gilbert, Mitch Nickerson, Linna Dee Donaldson, Julie Hehnke, and Kent Mann. Councilmember Chuck Haase was absent. 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.

SPECIAL ITEMS:

Presentation on Stolley Park Road Configuration. Public Works Director John Collins stated the Public Works Department had looked at this area for the past 3 years. He reported the construction of Stolley Park Road was completed in two parts; (South Locust to Blaine) in 1978 and (Blaine to Hwy 281) in 1983. The road was constructed as a four lane arterial route, but the outside lanes were never opened to traffic. Traffic volume had continued to increase and the City had received a number of complaints, which the Public Works Department had studied and verified. Most issues related to the design and current configuration of the street. Questions were asked concerning the type of accidents. Mr. Collins stated over 60% was rear end accidents.

Engineering Manager Terry Brown commented on this being a Federal Aid Project which was originally designed as a four lane street. He updated the Council on the history of vehicular traffic and accidents which had increased over the years. Mentioned was Stolley Park Road was an arterial roadway and that intersections were working well because of the turn lanes but the straight ways were the problem.

The following three potential layouts to improve safety and capacity along this route were presented:

- Stripe for four lanes as originally planned/promised.
- Stripe for 3 lanes through most of the route, with additional lanes in some locations, as has been done for several routes in Grand Island.
- Stripe for a 'Complete Street Design' which would include 3 lanes and bicycle lanes for most of the route; and some alternate configurations where indicated.

Matt Rief representing Olsson Associates presented the concept on restriping the road to a four lane and in the area from the railroad tracks going west to a five lane and extending turning lanes. Discussion was held regarding traffic signals.

Presented was a three lane concept with two lanes of traffic and a turning lane and bike lanes on each side. Discussion was held concerning the safety of bike lanes and parking along Stolley Park. Mentioned were cars illegally passing on the right. Mr. Brown stated both schools along

this route would have to look at drop off and pick up zones. Dan Petsch with the Grand Island Public Schools commented on the driveways for drop off and pick up and supported the three lane design.

Mentioned was the need to have more signals on this road so people could cross the road. Stolley Park entrance intersection was mentioned and the possibility of changing the entrance. Also mentioned was the entrance at Runza and the need to look at this entrance.

Mr. Collins stated a speed limit study would need to be done. Police Chief Steve Lamken stated this was not a safe street, it was a busy arterial and the city needed to do something with it.

Waunita McGowan, 2909 Circle Drive spoke of the need for changes on this road to make it safer. Chris Rosacker, 1123 W. Division spoke in support of a three lane with center turning lane and bike lane. Jim Wilson, 429 Stolley Park Road read a letter to the editor opposing the changes and taking away the parking.

Mr. Brown stated they would look further at truck traffic and mentioned the wear and tear they caused on this street. He stated a three lane would help the State Fair traffic and would be visitor friendly. Bike lanes would be looked at with regards to different color striping.

Comments were made concerning slow moving traffic causing accidents and creating a traffic division within the Police Department. It was mentioned the Police Department used to have motorcycles and maybe this should be looked at again.

Mr. Collins stated the current striping needed to be done and changes to a three lane could be done with the current budget at a cost of \$100,000. Traffic signals would need to be studied and budgeted for at a cost of \$200,000 per signal. Discussion was held concerning the need for three signals along this road.

Comments were made that this road needed to be a four lane as originally planned. Mentioned was that there was a hike/bike trail not far from this road so there was no need for a bike lane. Comments were made by several Councilmembers supporting a three lane with a center turning lane as was support for a four lane.

Discussion was held regarding a five lane and Federal funding. Hike/bike crossing east of Piccadilly Apartments was being looked at with a possible signal in the area to help break up traffic.

ADJOURNMENT: The meeting was adjourned at 9:38 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, July 8, 2014

Council Session

Item G-3

Approving Minutes of July 1, 2014 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

July 1, 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 July 1, 2014. Notice of the meeting was given in the *Grand Island Independent* on June 26, 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, Peg Gilbert, Mitch Nickerson, Linna Dee Donaldson, Chuck Haase, and Julie Hehnke. Councilmembers John Gericke and Kent Mann were absent. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, City Treasurer and Finance Director Jaye Monter, City Attorney Robert Sivick, and City Engineer and Public Works Director John Collins.

INVOCATION was given by Community Youth Council member Rebecca Riley followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Rebecca Riley.

SPECIAL ITEMS:

City of Grand Island Credit Card Purchasing Program. Finance Director Jaye Monter reported that the first City Credit Card Program for city purchases was established in 2003 for small purchases and travel. The current card program had become cumbersome and obsolete and did not utilize the spending power of the City or provide rebates. Request for Proposals were sent out in March and reviewed by a selection committee. The committee was recommending Bank of America for the new Credit Card Program.

Senior Accountant Billy Clingman presented a PowerPoint presentation. He stated with the new program there would be no changes to the city procurement rules and no taxpayer dollars would be used. In 2013 the City spent roughly \$106.6 million with outside vendors. The goal with the new credit card program was to run \$10 million per year through the system with \$177,000 in rebates. This would increase point of sale purchases, utilize the ePayables solution offered by the bank, have indirect savings of staff time, reduction of paper/records storage & retention, and have increased fraud controls. The new system would be a shorter process and would integrate with the City accounting software.

Parks and Recreation Director Todd McCoy, Fire Chief Cory Schmidt, and Police Chief Steve Lamken spoke in support of the change to this credit card system. Discussion was held concerning fees. Mr. Clingman stated Bank of America does not charge a fee unless we were late paying the bill. Any fees were paid by the vendor.

Concern was mentioned about paying bills before the Council approved them, fraud, and training. City Attorney Bob Sivick stated when the City approved the current credit card program they authorized payment, but the Council could refuse to pay a claim. Misuse of the credit card would go through the personnel process. Assistant City Attorney Stacy Nonhoff stated we were

not changing the current procurement code. Discussion was held concerning other cities using this type of credit card and the elimination of paper.

2014/2015 Proposed Budget Presentation Capital Improvement Project Fund. Public Works Director John Collins reported that the Capital Improvement Project Fund consisted of a variety of major capital improvements, capital planning, infrastructure construction, building construction, renovation and replacement, street and drainage improvements, and other improvements. These projects were prioritized for the following budget year by taking into consideration factors such as: availability of funds; need/condition of the asset; community benefit of project; eligibility for outside (State/Federal) funds; redevelopment patterns; and public/Council input.

Reviewed were the 2014 planned projects that were in progress, completed projects, and delayed or cancelled projects. Total Capital request for the 2014 budget was \$8,312,393 with a 2014 forecast of \$7,288,949.

The following 2015 proposed Capital Projects were presented:

- \$40,000 Info. Tech. Offsite Location – Disaster Recovery
- \$100,000 Final Phase of GITV – HD Implementation
- \$100,000 Annual Grand Generation Center Building
- \$250,000 Fire Station 2 & Emergency Center RFQ
- \$165,000 Annual Handicap Ramp Installation
- \$500,000 Blaine Street Bridge Replacement w/Culverts
- \$2,307,990 Capital Avenue: Webb Road to Broadwell Avenue Widening (including trails) – Reimbursement - \$1,293,911
- \$600,000 Northwest Flood Control Project – Final Year
- \$350,000 Faidley Avenue Connection (North Road to Irongate Avenue)
- \$200,000 Faidley & Diers Traffic Signal
- \$650,000 Niedfeldt-Sterling Estates Paving (Ebony Lane)
- \$250,000 Stolley Park Road Restriping/Rehabilitation
- \$1,500,000 Talc Road/Swift Road Connector
- \$80,000 Underpass Bridges Engineering, Maintenance & Repair
- \$75,000 Cambridge Dewatering Well Replacement
- \$400,000 ADA – 4th Street & 5th Street CDBG Project
- \$30,000 Webb Road – UPRR North to Hwy 30
- \$200,000 Fog Seal Project
- \$20,000 Hike/Bike Trails – Miscellaneous
- \$92,932 State & Capital Connector Trail – Reimbursement - \$6,400
- \$150,000 Miscellaneous Park Projects
- \$150,000 Sterling Park 2015 Phase 1

Island Oasis Water Park:

- \$50,000 Audio System Replacement
- \$100,000 Pool Painting
- \$350,000 Maintenance/Rehabilitation
- \$175,000 Ryder Park Tennis Complex

- \$375,000 Heartland Public Shooting Park – Entry Road
- \$50,000 Dog Park Development
- \$200,000 Stolley Park Northeast Entrance Relocation

Discussion was held concerning the Grand Generation Center. Mr. Collins stated this year money was spent on roof repair and parking lot repair. Building Department Director Craig Lewis answered questions concerning the repairs to the Grand Generation Center. Restroom compliance was mentioned.

Comments were made concerning the \$250,000 Fire Station 2 & Emergency Center RFQ. City Administrator Mary Lou Brown stated this process would look at all possibilities and would bring back designs for Council's final decision.

It was suggested that a parking ban be placed on Stolley Park before the State Fair. Mr. Collins said he would bring this item back to Council for a vote.

Comments were made concerning maintenance of a dog park. Mr. McCoy stated the location they would propose was Memorial Park which the Parks Department maintained already. Strong interest from citizens requesting a dog park was the reason this was brought forward. The majority of the \$50,000 requested would be spent on fencing.

Comments were made regarding Wasmer Detention Cell and making it into a park. Discussion was held concerning Island Oasis and the upgrades it needed. Mr. Collins explained hike/bike trails and sidewalks throughout the city.

Lewis Kent, 624 Meves Avenue commented on paying off current projects before spending money on new projects. He spoke in opposition of creating new parks. Gene Dominick, 221 East 1st Street and Mark States, 639 E. Memorial Drive spoke in support of the dog park. Ted George, 18 Via Como spoke regarding funding for improvements at George Park.

ADJOURNMENT: The meeting was adjourned at 9:27 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, July 8, 2014

Council Session

Item G-4

Approving Request for Liquor Manager Designation for Brett Klanecky, 3617 Curran Avenue, Apt. 5 with Pizza Hut, 1608 South Locust Street and 707 N. Diers Avenue

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: July 8, 2014

Subject: Request from Brett Klanecky, 3617 Curran Avenue, Apt. 5 for Liquor Manager Designation with Pizza Hut, 1608 South Locust Street and 707 N. Diers Avenue

Item #'s: G-4

Presenter(s): RaNae Edwards, City Clerk

Background

Brett Klanecky, 3617 Curran Avenue, Apt. 5 has submitted applications with the City Clerk's Office for a Liquor Manager Designation in conjunction with Pizza Huts located at 1608 South Locust Street and 707 N. Diers Avenue.

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

Discussion

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

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the requests from Brett Klanecky, 3617 Curran Avenue, Apt. 5 for Liquor Manager Designations in conjunction with the Class "A-96889" Liquor License for Pizza Hut, 1608 South Locust Street and the Class "A-96888 Liquor License for Pizza Hut, 707 N. Diers Avenue contingent upon completion of a state approved alcohol server/seller training program.

07/01/14
21:20

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 1

City : Grand Island
Occurred after : **:**:** **/**/****
Occurred before : **:**:** **/**/****
When reported : 07:30:00 07/01/2014
Date disposition declared : **/**/****
Incident number : L14070080
Primary incident number :
Incident nature : Liquor Lic Inv Liquor Lic Inv
Incident address : 1608 Locust St S
State abbreviation : NE
ZIP Code : 68801
Contact or caller : Viterra D
Complainant name number :
Area location code : PCID Police - CID
Received by : Viterra D
How received :
Agency code : GIPD GIPD Grand Island Police Dept
Responsible officer : Viterra D
Offense as Taken :
Offense as Observed :
Disposition :
Misc. number : RaNae
Geobase address ID :
Long-term call ID :
Clearance Code : CL CL Case Closed
Judicial Status :
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
LW	L10101070	07/01/14	Liquor Lic Inv	Related
NM	98211	07/01/14	Pizza Hut,	Business
Involved				
NM	100768	07/01/14	Pizza Hut,	Business
Involved				
NM	131319	07/01/14	Klanecky, Brett T	Liquor Manager
NM	193439	07/01/14	Klanecky, Catherine E	Brett's Wife

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT21	LT21 Restaurant	

LAW INCIDENT NARRATIVE:

----- (lwmain15402307012014)
I Received a Copy of a Liquor Manager Application from Pizza Hut for
Brett Klanecky.
~~----- (lwmain15402307012014)~~

LAW INCIDENT OFFENSES DETAIL:

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

LAW INCIDENT RESPONDERS DETAIL:

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

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	20:25:20 07/01/2014

Grand Island Police Department
Supplemental Report

Date, Time: Tue Jul 01 20:25:31 CDT 2014
Reporting Officer: Vitera
Unit- CID

I received an application from Brett Klanecky to become the liquor manager at Pizza Hut on Diers and South Locust. Brett applied to be the liquor manager for Pizza Hut back in 2010. At that time, the Grand Island Police Department recommended that the city council deny the application based upon recent alcohol violations and other undisclosed convictions, and barely being of legal drinking age. The council went ahead and approved the application.

I called Brett on 7/1/14 and asked him why he is reapplying to be the liquor manager at Pizza Hut when he was approved back in 2010. Brett advised that a new "Area Coach" moved in and assumed the liquor manager duties. Brett said the Area Coach was eventually terminated, and Brett became the Area Coach. Pizza Hut still wants the liquor manager duties assigned to the Area Coach.

In reviewing Brett's current applications, I noted that Brett has lived in Nebraska his entire life. His disclosure on his convictions remained the same with the exception of one additional conviction that he failed to disclose on the last application. However, as he did last time, he still left off his traffic convictions which included a no operator's license conviction from December of 2013. I also found that Brett stated that he is married to Catherine Klanecky. I discovered a web site called "theknot.com" that says Brett and Catherine were married on 10/19/13.

I checked Brett through Spillman and NCJIS and found the no operator's license conviction mentioned above. I had the Grand Island Emergency Center run a check on Brett to see if he has a valid operator's license or any warrants for his arrest. I was informed that his license is valid,

and he doesn't have any arrest warrants. During my telephone conversation with Brett, I asked him about the recent no operator's license conviction. He said that he forgot to renew his license in November, was cited in December, and then went out and got a new license. I searched Brett on the Internet and a paid law enforcement data base and didn't find anything that would be damaging to the application.

All in all, with the passage of time and only one new minor conviction, it doesn't appear that the concerns that warranted a denial from the police department in 2010 are still relevant. At this time, the Grand Island Police Department has no objection to Brett Klanecky becoming the liquor manager at Pizza Hut on Diers and South Locust.



City of Grand Island

Tuesday, July 8, 2014

Council Session

Item G-5

#2014-184 - Approving Acquisition of Utility Easement - 4395 Gold Core Drive - TNS Holdings, L.L.C. (Rich & Sons)

This item is related to the aforementioned Public Hearing item E-1.

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2014-184

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

WHEREAS, a public hearing was held on July 8, 2014, for the purpose of discussing the proposed acquisition of a twenty foot wide easement the center line of which is located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at the Southwest corner of Lot Four (4), Platte Valley Industrial Park Third Subdivision, in the City of Grand Island, Hall County, Nebraska; thence northerly, along the westerly line of said Lot Four (4), distance of one hundred twelve (112.0) feet to the ACTUAL Point of Beginning; thence deflecting right 90°00'00" and running easterly, a distance of two hundred thirty two (232.0) feet to the point of termination.

The above-described easement and right-of-way containing 0.11 acres, more or less, as shown on the plat dated 6/6/2014, marked Exhibit "A" attached hereto and incorporated herein by reference.

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

- - -

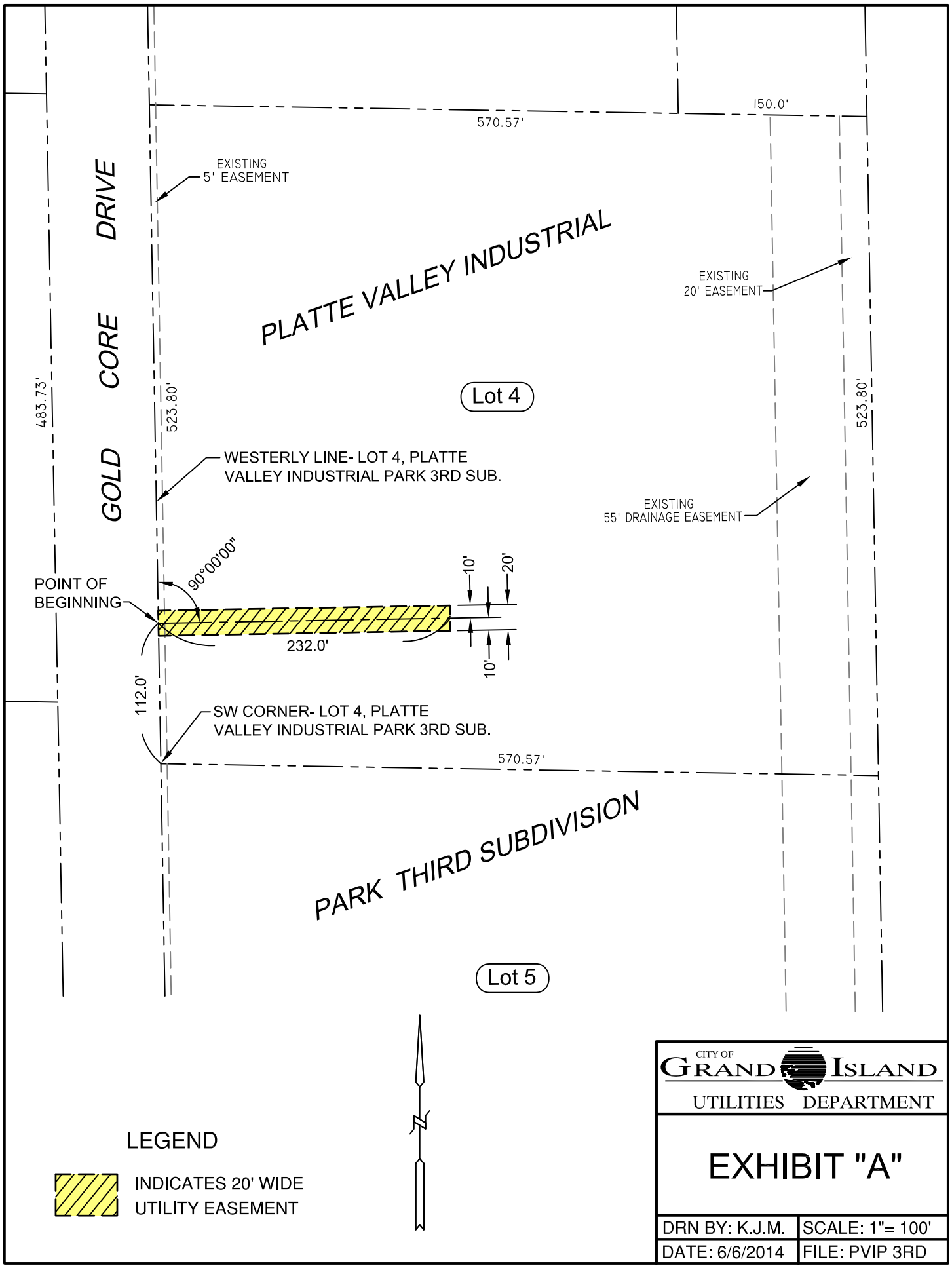
Adopted by the City Council of the City of Grand Island, Nebraska July 8, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 3, 2014	☐ City Attorney



LEGEND



INDICATES 20' WIDE
UTILITY EASEMENT



CITY OF GRAND ISLAND	
UTILITIES DEPARTMENT	
EXHIBIT "A"	
DRN BY: K.J.M.	SCALE: 1"= 100'
DATE: 6/6/2014	FILE: PVIP 3RD



City of Grand Island

Tuesday, July 8, 2014

Council Session

Item G-6

**#2014-185 - Approving Agreement with Nebraska Game & Parks
for Youth Bow Hunting Program at the Platte River Wellfield**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Todd McCoy, Parks and Recreation Director
Stacy Nonhof, Assistant City Attorney

Meeting: July 8, 2014

Subject: Youth Bow Hunting Program at the Platte River Wellfield

Item #'s: G-6

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Utilities Department owns approximately 1200 acres on an island between two channels of the Platte River south of Grand Island for use as the Platte River Wellfield, which is the main supply of water to the City. Access to the property is restricted due to the need of maintaining a secure water source for the City, however, previously use of portions of the property has been allowed in controlled conditions to organizations such as skeet/sporting clays shooting and radio controlled model airplane clubs. The Department was recently approached by the Nebraska Game and Parks Commission to participate in their youth hunter education program by allowing eligible youth hunters and their mentors to utilize the Platte River Wellfield for archery hunting. Eligible youth hunters are required to complete the Bow Hunter Education program and are assigned to qualified mentors who provide instruction regarding proper hunting methods and conservation education. This instruction includes respect of landowner rights, scouting of animal movements, placement and removal of hunting stands, game processing, and emphasis of safe hunting practices. Mentors are screened by the NGPC and law enforcement agencies, and typically devote several hundred hours each year to youth hunter education. Although the program is open to all Nebraska residents, youth and mentors who are active in local hunter education programs will be given preference in the event of an excess of applicants. Participating youth must be accompanied by their mentors at all times while on City property, and coordinated with Utilities Department operations staff.

Discussion

The Utilities, Parks and Recreation, and Legal Departments have reviewed the proposed

Mentored Hunt Agreement with the Nebraska Game and Parks Commission. The City is entering into this agreement under provisions of Nebraska Revised Statutes § 13-910(13)(a) of the Political Subdivisions Tort Claims Act. This Act in part limits liability for recreational activities on land leased, owned or controlled by a political subdivision when those participating in such recreational activities have not provided monies for their participation to the landowner. This program provides a valuable recreation and education opportunity to youth, as well as wildlife conservation and an additional observation presence to the Platte River Wellfield.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve execution of the Mentored Hunt Agreement between the City of Grand Island and the Nebraska Game and Parks Commission.

Sample Motion

Move to approve execution of the Mentored Hunt Agreement between the City of Grand Island and the Nebraska Game and Parks Commission.

MENTORED HUNT AGREEMENT

**Between City of Grand Island
and
Nebraska Game and Parks Commission**

I. INTRODUCTION:

The entities listed above are interested in the Mentored Youth Hunting Program, and this Memorandum of Understanding (Agreement) outlines general hunt guidelines and the obligations and responsibilities of the City of Grand Island, on behalf of the Grand Island Utilities Department (City), and the Nebraska Game and Parks Commission (NGPC) regarding mentored hunting on City properties located at 101 Wellfield Road. This Agreement shall remain in place until termination upon ninety (90) days written notice by either party.

II. PURPOSE:

The goals of the Nebraska Game and Parks Commission are to:

- Provide youth hands-on application of Hunter Education course principles and concepts;
- Teach youth, by example, the techniques, ethics and sportsmanship of hunting;
- Encourage the importance of practice and preparation;
- Instill in youth an excitement for hunting and outdoor related activities; ;
- Assist youth in developing a personal understanding of hunting success which rests in the experience rather than the harvest;
- Provide hunting opportunities for youth who otherwise lack a mentor and opportunity; and
- Utilize hunting as an appropriate conservation practice to manage game populations on private property.

The joint goal of Landowner and NGPC is to manage the game populations on the City Property and provide local youth with educational based recreation through appropriate conservation practices.

III. RESPONSIBILITIES OF PARTIES:

A. NGPC RESPONSIBILITIES

1. Coordinate mentored youth archery deer and turkey hunts on the City Property
2. Develop hunt criteria, in concert with the City, to include seasons and eligibility for youth and mentors under the Program.
3. Recruit, select and assign youth and mentors.
4. Develop mechanism for, and provide written permission to, selected youth and mentors to hunt the Property.
5. Provide Landowner with adequate signage.
6. Provide Landowner with padlock & key as mutually agreed upon.
7. Provide the City with list of selected hunters and hunters' vehicle descriptions and license plates.
8. Provide the City with a list of assigned mentors and the youth they are assigned to mentor.
9. Nebraska Conservation Officers will patrol the area in the course of routine duties and respond to

calls regarding problems relating to the Program.

10. Provide each authorized mentor a vehicle placard.
11. Complete Criminal History checks on all mentors participating in the Program.

B. CITY'S RESPONSIBILITIES

1. Work together with NGPC staff to develop hunt criteria under the Program, including seasons and eligibility for youth and mentors.
2. Identify designated hunting areas on the Property.
3. Erect and maintain signs provided by NGPC.
4. Seek prosecution of individuals, with assistance from NGPC personnel and local law enforcement agencies, found hunting without permission or trespassing in general. City retains the right to decline or not pursue prosecution in individual cases.
5. Designate vehicle access and parking areas on the Property.
6. Provide access during the youth hunting seasons and pre-hunt scout dates, as provided below, to selected youth hunters and mentors.
7. Allow access to the City Property to those listed as: (1) NGPC employees assigned, scheduled or authorized access by Landowner or NGPC; (3) Selected mentors or youth, (4) Nebraska Conservation Officers or other security personnel, as outlined in this agreement; or (5) other persons based on mutual agreement between NGPC and Landowner.

IV. LIABILITY:

City is entering into this agreement under provisions of Nebraska Revised Statutes § 13-910(13)(a) of the Political Subdivisions Tort Claims Act. This Act in part limit liability for recreational activities on land leased, owned or controlled by a political subdivision when those participating in such recreational activities have not provided monies for their participation to the landowner.

City is providing access to the City Property for youth mentored hunts without out any form of compensation from the NGPC, its agents or volunteers and as such, shall have limited liability under Neb. Rev. Stat. § 13-910. All hunters accessing the City Property as part of the Mentored Youth Hunting Program shall carry volunteer liability insurance coverage as provided to them by NGPC.

Except as limited by Article XIII, Section 1 of the Nebraska Constitution, each party shall indemnify and hold harmless the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies, of insurance (or a self-insurance program) to cover any claims to the extent the parties are liable and not subject to any limits on judgment. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

V. PROGRAM OVERVIEW:

Youth Archery Deer & Turkey Program. Youth, 12 through 17 years of age who have successfully completed Bow Hunter Education and who reside in Hall, Buffalo, Hamilton, Howard, and/or Adams counties, will be mailed information packets by NGPC outlining the youth mentored hunt opportunities. If an excess number of youth apply for the hunt openings, youth participating in local Bow Hunter Education programs and new to the program will be given priority. Youth will be assigned a mentor by NGPC. Each mentor will be assigned youth hunters by NGPC. One youth must accompany the mentor to access the City Property during the hunting season; neither the mentor nor youth shall have access to the City Property without the other during the archery season unless mentors need to move stands or trail wounded game. Mentors shall be within 70 yards and visual range of their youth on the City Property for the first three outings and within 70 yards of their youth at all times for the archery program.

VI. SEASONS

A. HUNTING SEASONS.

1. The archery deer hunt shall fall within the regular statewide archery deer season and/or the appropriate seasons choice deer season in accordance with the dates established in NGPC orders and rules and regulations, unless otherwise altered by the NGPC or the City.
2. The archery turkey hunt shall fall within the regular statewide fall archery turkey season and the regular statewide spring archery turkey season established by NGPC orders and rules and regulations, unless otherwise altered by the NGPC or the City.

B. SCOUTING TRIPS/PREPARATION. Mentors and their assigned youth shall have access to the Property Saturdays and Sundays for Spring Scouting Trips. Scouting Trips will take place from dawn to dusk to familiarize participants with the property, observe animal sign, select hunting areas and erect hunting stands or blinds. Mentors may invite their assigned youth's parents to accompany the mentor and youth on one scouting trip prior to the Archery season opening date. Youth family members shall have no other access to Landowner's property.

C. CLOSING PROPERTY DURING SEASONS. The City and the NGPC retain the right to close the Property, or any portion of the Property, during the Seasons, from hunting, as they deem appropriate. Specific hunt details will be developed jointly by NGPC, the City, volunteers, mentors, and youth hunters. All hunting dates are to be mutually agreed upon by the City and NGPC. The City reserves the right to exclude hunting on approved dates, at their discretion.

D. APPLICABLE LAWS. During the Seasons, all applicable Nebraska laws and hunting rules, regulations and Commission Orders apply. All hunters and mentors must carry the required permits, stamps and certification in their possession while hunting. Additional conditions or restrictions must be adhered to by all hunters as developed by the NGPC and/or Landowner.

E. ACCESS TO PROPERTY DURING SEASONS. No other NGPC personnel shall have access to the Property, except for Nebraska Conservation Officers, law enforcement personnel, NGPC Education

Staff or persons assigned, scheduled or authorized by the City.

VII. GENERAL REQUIREMENTS AND GUIDELINES

- A. Participant youth hunters and mentors must attend a mandatory visit to the Property, prior to hunting, to be held on a mutually agreed date between the City, participants and NGPC.
- B. The archery season shooting hours are one-half hour before sunrise to one-half hour after sunset for deer and one-half hour before sunrise to sunset for turkey. Youth hunters and their mentor may access the Property one hour before shooting hours begin and depart one-half hour after shooting hours close. Hunters harvesting game near the close of shooting hours will remain on the Property until the game is recovered or tracking efforts become futile.
- C. Authorized personnel, including youth hunter and mentor, shall only access City Property through the designated entrances. .
- D. All authorized personnel entering or leaving the Property shall display a placard provided by NGPC in a visible location, or other official markings, on the vehicle.
- E. Hunting shall only be conducted in areas designated by the City.
- F. All vehicles shall remain on City approved roadways while accessing the Property, unless the City provides permission for off-road use and such use will not cause undue damage to roads. If the City allows off-road travel, only ATV's will be allowed off-road for the retrieval of game or movement of stands. The City will not assist with stuck vehicles.
- G. NGPC will provide signage for the Property which signs are to be erected and maintained by the Landowner.
- H. The City agrees to seek prosecution of individuals, with assistance from NGPC personnel and local law enforcement agencies, found hunting without permission or trespassing in general.
- I. Hunting stands and blinds must be removed from the Property by the mentor or youth hunter no later than January 30, weather permitting. The name of the hunter/owner must be permanently marked on each stand. The City shall not have responsibility or liability for any stand or their use in cases pertaining to theft, personal injury or property damage.
- J. All game harvested shall be reported to the NGPC Outreach Coordinator.

K. Participants in the Program may harvest either an antlered or antlerless deer on the Property. If a mentor harvests an antlered deer during the mentored hunt, the mentor's following deer must be antlerless deer. Youth and mentors possessing a second archery deer permits may fill the second archery deer permit on the Property.

VIII. MEMORANDUM OF UNDERSTANDING CONTACTS:

- **Aaron Hershberger**, Outdoor Education Specialist, Nebraska Game and Parks Commission
 - 402-471-6144 office
 - 402-326-8452 cell
- **Timothy Luchsinger**, Utilities Director, City of Grand Island
 - (402) 441-7867 office
 - (402) 416-0208 cell

ATTEST

Nebraska Game and Parks Commission

City of Grand Island

Signature

Signature

Title

Title

Date

Date

RESOLUTION 2014-185

WHEREAS, the following parties are interested in the Mentored Youth Hunting Program; and

WHEREAS, the Mentored Youth Hunting Program provides a valuable recreation and education opportunity to youth, as well as wildlife conservation and an additional observation presence to the Platte River Wellfield; and

WHEREAS, the Utilities, Parks and Recreation, and City Attorney's offices have reviewed the proposed Mentored Hunt Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mentored Hunt Agreement, by and between the City and the Nebraska Game and Parks Commission, is hereby approved; and the Mayor is hereby authorized to sign such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 8, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 3, 2014	☐ City Attorney



City of Grand Island

Tuesday, July 8, 2014

Council Session

Item G-7

#2014-186 - Approving Agreement for Temporary Construction Easement & Leasehold Agreements for Capital Avenue Widening – Webb Road to Broadwell Avenue

Staff Contact: John Collins PE - Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: July 8, 2014

Subject: Approving Agreement for Temporary Construction Easement & Leasehold Agreements for Capital Avenue Widening – Webb Road to Broadwell Avenue

Item #'s: G-7

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

Background

The City and the Nebraska Department of Roads (NDOR) entered into an agreement, which was executed by the City on May 24, 2011 by Resolution No. 2011-124, which specified various duties and funding responsibilities for the Capital Avenue – Webb Road to Broadwell Avenue project. The agreement required that NDOR Standards and Specifications are to be used for design, construction inspection and quality control.

This project will consist of removal of the existing 24' wide asphalt roadway and construction of new concrete pavement on Capital Avenue from Webb Road through Broadwell Avenue. The new roadway will consist of five lane curbed concrete pavement. Other improvements include construction of sidewalks and a concrete hike/bike trail, updated street lighting, and construction of new storm sewer. A pedestrian signal will be constructed approximately 1000' east of Webb Road to provide for safe crossing for users of the hike/bike trail.

This project will be coordinated with the North Interceptor Sanitary Sewer project.

Temporary Construction Easement & Leasehold Agreements are necessary for this project to be completed, which must be approved by City Council.

Discussion

A temporary construction easement will be needed from 3 property owners and leasehold agreements are needed from 3 tenants in this project area. All documents have been signed and returned by the property owners and tenants. Authorization of the documents is contingent upon City Council approval. Following is a summary of the payments, totaling \$29,991.00.

Tract No	Owner/Address	Legal	Payment (minimum \$100.00)	Payment of Damages	Total
1L	Matthew "Matt" Panowicz, John Panowicz, Robert "Bob" Panowicz, Michael "Mike" Panowicz (L)	<u>TEMPORARY EASEMENT #1</u> A TEMPORARY EASEMENT CONSISTING OF PART OF THE SOUTH HALF OF FRACTIONAL SECTION 6, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE ON AN ASSUMED BEARING OF N01°33'03"W ALONG THE WEST LINE OF SECTION 6 A DISTANCE OF 33.00 FEET; THENCE N89°19'05"E A DISTANCE OF 33.00 FEET TO THE SOUTHWEST CORNER OF AN UNPLATTED TRACT OF LAND AS DESCRIBED IN INSTRUMENT NUMBER 84-004813, HALL COUNTY REGISTER OF DEEDS; THENCE N01°33'03"W ALONG THE WEST LINE OF SAID UNPLATTED TRACT A DISTANCE OF 25.00 FEET TO THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE AND THE EAST R.O.W. LINE OF WEBB ROAD; THENCE CONTINUING N01°33'03"W ALONG SAID EAST R.O.W. LINE A DISTANCE OF 12.36 FEET TO THE POINT OF INTERSECTION OF SAID EAST R.O.W. LINE AND THE PROPOSED NORTH R.O.W. LINE OF CAPITAL AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N01°33'03"W ALONG SAID EAST R.O.W. LINE A DISTANCE OF 21.56 FEET; THENCE N88°22'24"E A DISTANCE OF 21.84 FEET; THENCE S01°37'36"E A DISTANCE OF 18.39 FEET; THENCE S53°27'14"E A DISTANCE OF 39.87 FEET; THENCE S81°24'27"E A DISTANCE OF 49.82 FEET; THENCE N89°13'17"E A DISTANCE OF 56.21 FEET; THENCE S31°53'49"E A	\$0.00 (Paid \$100.00 on ROW agreement council item—combined in one agreement)	None	\$0.00

		<p>DISTANCE OF 10.32 FEET TO A POINT ON THE NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE S89°19'05"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 115.11 FEET TO THE POINT OF INTERSECTION OF SAID NORTH R.O.W. LINE AND THE PROPOSED NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE N53°27'14"W ALONG SAID PROPOSED NORTH R.O.W. LINE A DISTANCE OF 61.75 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 2,430 SQUARE FEET MORE OR LESS.</p> <p><u>TEMPORARY EASEMENT #2</u></p> <p>A TEMPORARY EASEMENT CONSISTING OF PART OF THE SOUTH HALF OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 5; THENCE ON AN ASSUMED BEARING OF S89°12'48"W ALONG THE SOUTH LINE OF SAID SECTION 5 A DISTANCE OF 2268.79 FEET; THENCE N00°47'12"W A DISTANCE OF 33.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY (R.O.W. LINE OF CAPITAL AVENUE, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF AN EXISTING PERMANENT EASEMENT DESCRIBED IN INSTRUMENT NUMBER 201306652, HALL COUNTY REGISTER OF DEEDS; THENCE CONTINUING N00°47'12"W ALONG THE EAST LINE OF SAID PERMANENT EASEMENT A DISTANCE OF 10.00 FEET TO THE NORTHEAST CORNER OF SAID EXISTING PERMANENT EASEMENT; THENCE S89°12'48"W ALONG THE NORTH LINE OF SAID EXISTING PERMANENT EASEMENT A DISTANCE OF 129.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°12'48"W ALONG SAID NORTH LINE A DISTANCE OF</p>			
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		<p>46.80 FEET TO THE NORTHWEST CORNER OF SAID EXISTING PERMANENT EASEMENT; THENCE S65°49'16"W ALONG THE WEST LINE OF SAID EXISTING PERMANENT EASEMENT A DISTANCE OF 6.76 FEET; THENCE N00°46'43"W A DISTANCE OF 10.68 FEET; THENCE N89°12'48"E A DISTANCE OF 53.00 FEET; THENCE S00°46'43"E A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 432 SQUARE FEET MORE OR LESS.</p> <p><u>TEMPORARY EASEMENT #3</u></p> <p>A TEMPORARY EASEMENT CONSISTING OF PART OF THE SOUTH HALF OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 5; THENCE ON AN ASSUMED BEARING OF N01°14'48"W ALONG THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 5 A DISTANCE OF 75.01 FEET TO THE POINT OF INTERSECTION OF SAID QUARTER SECTION LINE AND THE NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE CONTINUING N01°14'48"W ALONG SAID QUARTER LINE A DISTANCE OF 19.99 FEET TO THE POINT OF INTERSECTION OF SAID QUARTER LINE AND A NORTH LINE OF AN EXISTING PERMANENT EASEMENT DESCRIBED IN INSTRUMENT NUMBER 201306652, HALL COUNTY REGISTER OF DEEDS, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S89°12'48"W ALONG SAID NORTH LINE A DISTANCE OF 2129.27 FEET; THENCE N00°47'12"W A DISTANCE OF 11.00 FEET; THENCE N89°12'48"E A DISTANCE OF 2129.18 FEET TO A POINT ON SAID QUARTER SECTION LINE; THENCE CONTINUING N89°12'48"E A DISTANCE OF 1.43</p>		
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		FEET; THENCE N89°50'38"E A DISTANCE OF 63.68 FEET; THENCE S00°09'22"E A DISTANCE OF 11.00 FEET TO A POINT ON A NORTH LINE OF SAID EXISTING PERMANENT EASEMENT; THENCE S89°50'38"W ALONG SAID NORTH LINE A DISTANCE OF 63.62 FEET TO A NORTHERLY CORNER OF SAID EXISTING PERMANENT EASEMENT; THENCE S89°12'48"W ALONG A NORTH LINE OF SAID EXISTING PERMANENT EASEMENT A DISTANCE OF 1.29 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 24,138 SQUARE FEET MORE OR LESS OF WHICH 550 SQUARE FEET MORE OR LESS ARE EXISTING PERMANENT EASEMENT.			
5	Longleaf, L.L.C. c/o Andrew Marsh 2306 Apache Road Grand Island, Nebraska 68801	<p>A TEMPORARY EASEMENT CONSISTING OF PART OF LOT 1, BLOCK 8 REPLAT, CONTINENTAL GARDENS AN ADDITION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NE CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE; THENCE ON AN ASSUMED BEARING OF S00°56'29"E ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 19.86 FEET TO THE POINT OF INTERSECTION OF SAID EAST LINE AND THE PROPOSED SOUTH R.O.W. LINE OF CAPITAL AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING S00°56'29"E ALONG SAID EAST LINE, A DISTANCE OF 10.09 FEET; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 06°03'11", A RADIUS OF 118.00 FEET, AN ARC LENGTH OF 12.47 FEET AND A CHORD BEARING S84°46'05"E FOR A DISTANCE OF 12.46 FEET; THENCE S87°47'40"W, A DISTANCE OF 33.85 FEET; THENCE S87°34'02"W, A DISTANCE OF 53.26 FEET; THENCE S77°56'29"W, A DISTANCE OF 19.70</p>	2,933.00 SF @ \$1.45/SF x 10% x 2 Years	<p>Landscaping \$2,044.00</p> <p>2 Trees \$1,177.00</p> <p>Sign Reloc \$3,040.00</p> <p>Sprinkler System \$1,800.00</p> <p>Reloc Light Pole \$2,460.00</p> <p>Loss of 6 parking stalls \$10,725.00</p>	\$22,126.00 (payment is based on appraised value)

		<p>FEET; THENCE S59°52'52"W, A DISTANCE OF 34.02 FEET; THENCE N35°27'13"W, A DISTANCE OF 22.78 FEET; THENCE S87°34'02"W, A DISTANCE OF 24.69 FEET; THENCE S89°13'17"W, A DISTANCE OF 58.14 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE N01°30'22"W ALONG SAID WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE PROPOSED SOUTH R.O.W. LINE OF CAPITAL AVENUE; THENCE N89°13'17"E, A DISTANCE OF 58.13 FEET; THENCE N87°34'02"E, A DISTANCE OF 139.79 FEET; THENCE N87°47'40"E, A DISTANCE OF 33.87 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 06°44'05", A RADIUS OF 108.00 FEET, AN ARC LENGTH OF 12.69 FEET AND A CHORD BEARING N84°25'38"E FOR A DISTANCE OF 12.69 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 2,933.00 SQUARE FEET MORE OR LESS.</p>			
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22	Cristobal Herrera	<p>A TEMPORARY EASEMENT CONSISTING OF PART OF A TRACT DESCRIBED AS THE NORTH 47.80 FEET OF LOT 2, BLOCK 5 OF COLLEGE ADDITION TO WEST LAWN IN THE CITY OF GRAND ISLAND, HALL. COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NW CORNER OF SAID NORTH 47.80 FEET OF LOT 2, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF EAST RIGHT OF WAY (R.O.W.) LINE OF KRUSE AVENUE AND THE SOUTH R.O.W. LINE OF CAPITAL AVENUE AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N89°50'38"E ALONG SAID SOUTH R.O.W. LINE, A DISTANCE OF 132.36 FEET TO THE POINT OF INTERSECTION OF THE SOUTH R.O.W. LINE OF CAPITAL AVENUE AND THE EAST LINE OF SAID LOT 2; THENCE S00°42'53"E ALONG SAID EAST, A DISTANCE OF 6.00 FEET; THENCE S89°50'38"W, A DISTANCE OF 93.46 FEET; THENCE S78°29'54"W, A DISTANCE OF 20.33 FEET; THENCE S89°50'38"W, A DISTANCE OF 18.93 FEET TO A POINT ON THE EAST R.O.W. LINE OF KRUSE AVENUE; THENCE N00°42'53"W ALONG SAID EAST R.O.W. LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 910.00 SQUARE FEET MORE OR LESS.</p>	<p>910.00 SF @ \$1.70/SF x 10% x 2 Years</p>	<p>LANDSCAPING \$25.00</p> <p>ADMIN SETTLEMENT \$300.00</p>	\$635.00
	Daniel A. Mendoza (L)				\$100.00

31	Debra J. Shafer and Michael A. Shafer	A TEMPORARY EASEMENT CONSISTING OF PART OF A TRACT DESCRIBED AS LOTS 1 AND 3, BLOCK 1 OF COLLEGE ADDITION TO WEST LAWN IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF S01°00'46"E ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 9.84 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE PROPOSED SOUTH R.O.W. LINE OF CAPITAL AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N89°50'38"E ALONG SAID PROPOSED SOUTH R.O.W. LINE, A DISTANCE OF 120.82 FEET; THENCE S45°09'22"E ALONG SAID PROPOSED SOUTH R.O.W. LINE, A DISTANCE OF 38.06 FEET TO THE POINT OF INTERSECTION OF SAID PROPOSED SOUTH R.O.W. LINE AND THE PROPOSED WEST R.O.W. LINE OF BROADWELL AVENUE; THENCE S03°41'10"E ALONG SAID PROPOSED WEST R.O.W. LINE, A DISTANCE OF 79.91 FEET TO THE POINT OF INTERSECTION OF SAID PROPOSED WEST R.O.W. LINE AND THE SOUTH LINE OF SAID LOT 3; THENCE S89°01'20"W ALONG SAID SOUTH LINE, A DISTANCE OF 12.01 FEET; THENCE N03°41'10"W, A DISTANCE OF 74.80 FEET; THENCE N45°09'22"W, A DISTANCE OF 28.55 FEET; THENCE S89°50'38"W, A DISTANCE OF 97.67 FEET; THENCE S01°00'46"E, A DISTANCE OF 8.00 FEET; THENCE S89°50'38"W, A DISTANCE OF 18.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE N01°00'46"W ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 2,891.00 SQUARE FEET MORE OR LESS.	2,891.00 SF @ \$7.00/SF x 10% x 2 Years	ASPHALT \$1,980.00	\$7,030.00
	Patrick Snell (L)			ADMIN SETTLEMENT \$1,000.00	\$100.00
	Grand Total \$29,991.00				

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Agreements for Temporary Construction Easements and Leasehold Agreements between the City of Grand Island, Public Works Department and the affected property owners and tenants in the Capital Avenue Widening – Webb Road to Broadwell Avenue project.

Sample Motion

Move to approve the Temporary Construction Easement Agreements and Leasehold Agreements.

RESOLUTION 2014-186

WHEREAS, temporary construction easement and leasehold agreements are required by the City of Grand Island, from the affected property owners/lessees in the Capital Avenue Widening – Webb Road to Broadwell Avenue Project area, as follows:

Tract No	Owner/Address	Legal	Payment (minimum \$100.00)	Payment of Damages	Total
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1L	Matthew "Matt" Panowicz, John Panowicz, Robert "Bob" Panowicz, Michael "Mike" Panowicz	<p><u>TEMPORARY EASEMENT #1</u></p> <p>A TEMPORARY EASEMENT CONSISTING OF PART OF THE SOUTH HALF OF FRACTIONAL SECTION 6, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE ON AN ASSUMED BEARING OF N01°33'03"W ALONG THE WEST LINE OF SECTION 6 A DISTANCE OF 33.00 FEET; THENCE N89°19'05"E A DISTANCE OF 33.00 FEET TO THE SOUTHWEST CORNER OF AN UNPLATTED TRACT OF LAND AS DESCRIBED IN INSTRUMENT NUMBER 84-004813, HALL COUNTY REGISTER OF DEEDS; THENCE N01°33'03"W ALONG THE WEST LINE OF SAID UNPLATTED TRACT A DISTANCE OF 25.00 FEET TO THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE AND THE EAST R.O.W. LINE OF WEBB ROAD; THENCE CONTINUING N01°33'03"W ALONG SAID EAST R.O.W. LINE A DISTANCE OF 12.36 FEET TO THE POINT OF INTERSECTION OF SAID EAST R.O.W. LINE AND THE PROPOSED NORTH R.O.W. LINE OF CAPITAL AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N01°33'03"W ALONG SAID EAST R.O.W. LINE A DISTANCE OF 21.56 FEET; THENCE N88°22'24"E A DISTANCE OF 21.84 FEET; THENCE S01°37'36"E A DISTANCE OF 18.39 FEET; THENCE S53°27'14"E A DISTANCE OF 39.87</p>	\$0.00 (Paid \$100.00 on ROW agreement council item–combined in one agreement)	None	\$0.00
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Approved as to Form ☐ _____
 July 3, 2014 ☐ City Attorney

		<p>FEET; THENCE S81°24'27"E A DISTANCE OF 49.82 FEET; THENCE N89°13'17"E A DISTANCE OF 56.21 FEET; THENCE S31°53'49"E A DISTANCE OF 10.32 FEET TO A POINT ON THE NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE S89°19'05"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 115.11 FEET TO THE POINT OF INTERSECTION OF SAID NORTH R.O.W. LINE AND THE PROPOSED NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE N53°27'14"W ALONG SAID PROPOSED NORTH R.O.W. LINE A DISTANCE OF 61.75 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 2,430 SQUARE FEET MORE OR LESS.</p> <p><u>TEMPORARY EASEMENT #2</u></p> <p>A TEMPORARY EASEMENT CONSISTING OF PART OF THE SOUTH HALF OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 5; THENCE ON AN ASSUMED BEARING OF S89°12'48"W ALONG THE SOUTH LINE OF SAID SECTION 5 A DISTANCE OF 2268.79 FEET; THENCE N00°47'12"W A DISTANCE OF 33.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY (R.O.W. LINE OF CAPITAL AVENUE, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF AN EXISTING PERMANENT EASEMENT DESCRIBED IN INSTRUMENT NUMBER 201306652, HALL COUNTY REGISTER OF DEEDS; THENCE CONTINUING N00°47'12"W ALONG THE EAST LINE OF SAID PERMANENT EASEMENT A DISTANCE OF 10.00 FEET TO THE NORTHEAST CORNER OF SAID EXISTING PERMANENT EASEMENT; THENCE S89°12'48"W ALONG THE NORTH LINE OF SAID EXISTING PERMANENT EASEMENT A DISTANCE OF 129.29 FEET TO THE</p>		
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		<p>POINT OF BEGINNING; THENCE CONTINUING S89°12'48"W ALONG SAID NORTH LINE A DISTANCE OF 46.80 FEET TO THE NORTHWEST CORNER OF SAID EXISTING PERMANENT EASEMENT; THENCE S65°49'16"W ALONG THE WEST LINE OF SAID EXISTING PERMANENT EASEMENT A DISTANCE OF 6.76 FEET; THENCE N00°46'43"W A DISTANCE OF 10.68 FEET; THENCE N89°12'48"E A DISTANCE OF 53.00 FEET; THENCE S00°46'43"E A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 432 SQUARE FEET MORE OR LESS.</p> <p><u>TEMPORARY EASEMENT #3</u> A TEMPORARY EASEMENT CONSISTING OF PART OF THE SOUTH HALF OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 5; THENCE ON AN ASSUMED BEARING OF N01°14'48"W ALONG THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 5 A DISTANCE OF 75.01 FEET TO THE POINT OF INTERSECTION OF SAID QUARTER SECTION LINE AND THE NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE CONTINUING N01°14'48"W ALONG SAID QUARTER LINE A DISTANCE OF 19.99 FEET TO THE POINT OF INTERSECTION OF SAID QUARTER LINE AND A NORTH LINE OF AN EXISTING PERMANENT EASEMENT DESCRIBED IN INSTRUMENT NUMBER 201306652, HALL COUNTY REGISTER OF DEEDS, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S89°12'48"W ALONG SAID NORTH LINE A DISTANCE OF 2129.27 FEET; THENCE N00°47'12"W A DISTANCE OF 11.00 FEET; THENCE N89°12'48"E A DISTANCE OF 2129.18 FEET TO A POINT ON SAID QUARTER SECTION</p>		
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		LINE; THENCE CONTINUING N89°12'48"E A DISTANCE OF 1.43 FEET; THENCE N89°50'38"E A DISTANCE OF 63.68 FEET; THENCE S00°09'22"E A DISTANCE OF 11.00 FEET TO A POINT ON A NORTH LINE OF SAID EXISTING PERMANENT EASEMENT; THENCE S89°50'38"W ALONG SAID NORTH LINE A DISTANCE OF 63.62 FEET TO A NORTHERLY CORNER OF SAID EXISTING PERMANENT EASEMENT; THENCE S89°12'48"W ALONG A NORTH LINE OF SAID EXISTING PERMANENT EASEMENT A DISTANCE OF 1.29 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 24,138 SQUARE FEET MORE OR LESS OF WHICH 550 SQUARE FEET MORE OR LESS ARE EXISTING PERMANENT EASEMENT.			
5	Longleaf, L.L.C. c/o Andrew Marsh 2306 Apache Road Grand Island, Nebraska 68801	<p>A TEMPORARY EASEMENT CONSISTING OF PART OF LOT 1, BLOCK 8 REPLAT, CONTINENTAL GARDENS AN ADDITION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT 'THE NE CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE; THENCE ON AN ASSUMED BEARING OF S00°56'29"E ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 19.86 FEET TO THE POINT OF INTERSECTION OF SAID EAST LINE AND THE PROPOSED SOUTH R.O.W. LINE OF CAPITAL AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING S00°56'29"E ALONG SAID EAST LINE, A DISTANCE OF 10.09 FEET; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 06°03'11", A RADIUS OF 118.00 FEET, AN ARC LENGTH OF 12.47 FEET AND A CHORD BEARING S84°46'05"E FOR A DISTANCE OF 12.46 FEET; THENCE S87°47'40"W, A DISTANCE OF 33.85 FEET; THENCE S87°34'02"W, A DISTANCE OF 53.26 FEET; THENCE S77°56'29"W, A DISTANCE OF 19.70</p>	2,933.00 SF @ \$1.45/SF x 10% x 2 Years	<p>Landscaping \$2,044.00</p> <p>2 Trees \$1,177.00</p> <p>Sign Reloc \$3,040.00</p> <p>Sprinkler System \$1,800.00</p> <p>Reloc Light Pole \$2,460.00</p> <p>Loss of 6 parking stalls \$10,725.00</p>	\$22,126.00 (payment is based on appraised value)

		FEET; THENCE S59°52'52"W, A DISTANCE OF 34.02 FEET; THENCA N35°27'13"W, A DISTANCE OF 22.78 FEET; THENCE S87°34'02"W, A DISTANCE OF 24.69 FEET; THENCE S89°13'17"W, A DISTANCE OF 58.14 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE N01°30'22"W ALONG SAID WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE PROPOSED SOUTH R.O.W. LINE OF CAPITAL AVENUE; THENCE N89°13'17"E, A DISTANCE OF 58.13 FEET; THENCE N87°34'02"E, A DISTANCE OF 139.79 FEET; THENCE N87°47'40"E, A DISTANCE OF 33.87 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 06°44'05", A RADIUS OF 108.00 FEET, AN ARC LENGTH OF 12.69 FEET AND A CHORD BEARING N84°25'38"E FOR A DISTANCE OF 12.69 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 2,933.00 SQUARE FEET MORE OR LESS.			
22	Cristobal Herrera	<p>A TEMPORARY EASEMENT CONSISTING OF PART OF A TRACT DESCRIBED AS THE NORTH 47.80 FEET OF LOT 2, BLOCK 5 OF COLLEGE ADDITION TO WEST LAWN IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NW CORNER OF SAID NORTH 47.80 FEET OF LOT 2, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF EAST RIGHT OF WAY (R.O.W.) LINE OF KRUSE AVENUE AND THE SOUTH R.O.W. LINE OF CAPITAL AVENUE AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N89°50'38"E ALONG SAID SOUTH R.O.W. LINE, A DISTANCE OF 132.36 FEET TO THE POINT OF INTERSECTION OF THE SOUTH R.O.W. LINE OF CAPITAL AVENUE AND THE EAST LINE OF SAID LOT 2; THENCE S00°42'53"E ALONG SAID EAST, A DISTANCE OF 6.00 FEET; THENCE S89°50'38"W, A DISTANCE</p>	<p>910.00 SF @ \$1.70/SF x 10% x 2 Years</p>	<p>LANDSCAPING \$25.00</p> <p>ADMIN SETTLEMENT \$300.00</p>	\$635.00

	Daniel A. Mendoza (L)	OF 93.46 FEET; THENCE S78°29'54"W, A DISTANCE OF 20.33 FEET; THENCE S89°50'38"W, A DISTANCE OF 18.93 FEET TO A POINT ON THE EAST R.O.W. LINE OF KRUSE AVENUE; THENCE N00°42'53"W ALONG SAID EAST R.O.W. LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 910.00 SQUARE FEET MORE OR LESS.			\$100.00
31	Debra J. Shafer and Michael A. Shafer Patrick Snell (L)	<p>A TEMPORARY EASEMENT CONSISTING OF PART OF A TRACT DESCRIBED AS LOTS 1 AND 3, BLOCK 1 OF COLLEGE ADDITION TO WEST LAWN IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NW CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF S01°00'46"E ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 9.84 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE PROPOSED SOUTH R.O.W. LINE OF CAPITAL AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N89°50'38"E ALONG SAID PROPOSED SOUTH R.O.W. LINE, A DISTANCE OF 120.82 FEET; THENCE S45°09'22"E ALONG SAID PROPOSED SOUTH R.O.W. LINE, A DISTANCE OF 38.06 FEET TO THE POINT OF INTERSECTION OF SAID PROPOSED SOUTH R.O.W. LINE AND THE PROPOSED WEST R.O.W. LINE OF BROADWELL AVENUE; THENCE S03°41'10"E ALONG SAID PROPOSED WEST R.O.W. LINE, A DISTANCE OF 79.91 FEET TO THE POINT OF INTERSECTION OF SAID PROPOSED WEST R.O.W. LINE AND THE SOUTH LINE OF SAID LOT 3; THENCE S89°01'20"W ALONG SAID SOUTH LINE, A DISTANCE OF 12.01 FEET; THENCE N03°41'10"W, A DISTANCE OF 74.80 FEET; THENCE N45°09'22"W, A DISTANCE OF 28.55 FEET; THENCE S89°50'38"W, A DISTANCE OF 97.67 FEET; THENCE S01°00'46"E, A DISTANCE OF 8.00 FEET; THENCE S89°50'38"W, A DISTANCE OF 18.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE N01°00'46"W</p>	2,891.00 SF @ \$7.00/SF x 10% x 2 Years	<p>ASPHALT \$1,980.00</p> <p>ADMIN SETTLEMENT \$1,000.00</p>	<p>\$7,030.00</p> <p>\$100.00</p>

		ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 2,891.00 SQUARE FEET MORE OR LESS.			
Grand Total				\$29,991.00	

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 8, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 8, 2014

Council Session

Item G-8

#2014-187 - Approving Agreement with NDOR for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2015 Fiscal Year Transportation Planning Program

Staff Contact: John Collins PE - Public Works Director

Council Agenda Memo

From: Terry Brown PE, Assistant Public Work Director

Meeting: July 8, 2014

Subject: Approving Agreement with NDOR for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2015 Fiscal Year Transportation Planning Program.

Item #'s: G-8

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

Background

All agreements must be approved by the City Council.

In March 2013 the City of Grand Island was designated as a urbanized area with a population over 50,000 which requires the metropolitan area to establish a transportation planning process in accordance with Title 23 CFR 450 of the current federal transportation bill.

As a designated MPO, a multimodal Long Range Transportation Plan (LRTP) must be developed and approved by March 27, 2016. During FY 2015 (July 1, 2014 – June 30, 2015), the following key activities will be taking place to insure that the City of Grand Island, and the Grand Island Area Metropolitan Planning Organization (GIAMPO) will continue to receive federal transportation funding for projects:

- July 2014 - RFP for consultants for the development of the LRTP after authorization from NDOR to proceed
- August 2014 - Consultant selection and start development of the LRTP
- September 2014 thru June 30th, 2015 - Development of the traffic model and public outreach
- November 2015 - “Draft” plan will be completed and made available for further public review and comment
- January/February 2016 - Approval from GIAMPO Policy Board with concurrence from NDOR
- Prior to March 27, 2016 - Approval of the LRTP by Federal Highway Administration, and Federal Transit Administration.

Discussion

The Nebraska Department of Roads has drawn up a Program Agreement with the City of Grand Island for the purpose of assisting the Local Public Agency (LPA) in obtaining Federal approval and financial assistance to ensure a continued, comprehensive, and cooperative transportation planning process between the state and local governments for the Grand Island Metropolitan Planning Area for Fiscal Year 2015.

The maximum Federal participation under this agreement is not to exceed \$108,142 for Fiscal Year 2015, which begins July 1, 2014 and ends June 30, 2015. The Federal share on any portion of this project will be a maximum of 80% of the eligible costs. The local 20% (\$) funds would be the City's obligation not to exceed \$27,035 and can be part of in-kind services (staff time & expenses). Total cost is expected to be \$135,177.

The attached Exhibit "A" Grand Island Area Metropolitan Planning Organization (GIAMPO), Unified Planning Work Program describes the work to be carried out in accordance with 23 U.S.C Section 134 of the Moving Ahead for Progress in the 21st Century (MAP-21), Transportation Bill and has been reviewed and approved by the GIAMPO Policy Board, City of Grand Island Legal Department, Nebraska Department of Transportation, Federal Highway Administration, and Federal Transit Administration.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve a resolution authorizing the Mayor to sign the agreement.

Sample Motion

Move to approve authorization for the Mayor to sign the agreement.



Grand Island Area Metropolitan Planning Organization (GIAMPO)

FY 2015 Unified Planning Work Program

The preparation of this document has been financed in part through funds from the Federal Highway Administration, Federal Transit Administration, the U.S. Department of Transportation, under the Metropolitan Planning Program, Section 104(f) of Title 23 U.S. Code, and Nebraska Department of Roads. The contents of this document do not necessary reflect the official views or policy of the U.S. Department of Transportation.

Adopted May 27, 2014, Administrative Modification 6/12/2014

Grand Island Area Metropolitan Planning Organization (GIAMPO)
Unified Planning Work Program for Fiscal Year 2015
Policy Board Members

Mayor: Mayor, Jay Vavricek

Grand Island Council Members: Vaughn Minton, Kent Mann, Julie Hehnke, Chuck Haase

County Board Members: Bob McFarland, Dave Ziola

Planning Commission Chair: Pat O'Neill

Nebraska Department of Roads Director: Randy Peters

Ex-Officio (non-voting) Members include:

FHWA Nebraska Division Administrator: Joseph Werning

FTA Region VII Administrator: Mokhtee Ahmad

Approved Ex-Officio (non-voting) Other Members:

City of Grand Island: Mary Lou Brown, John Collins, Terry Brown, Chad Nabity

Nebraska Department of Transportation: Brad Zumwalt, Wes Wahlgren

Federal Transit Administration: Mark Bechtel

Federal Highway Administration: Justin Luther

Technical Committee Members

The voting membership of the TAC is as follows:

- (a) Grand Island Public Works Director
- (b) Grand Island City Administrator
- (c) Grand Island Manager of Engineering Services
- (d) Hall County Regional Planning Director
- (e) Hall County Public Works Director
- (f) Two representatives from NDOR; one designated by the Planning and Development Engineer and the District Four Engineer
- (g) Merrick County Public Works Director or Highway Superintendent
- (h) One representative from the Village of Alda

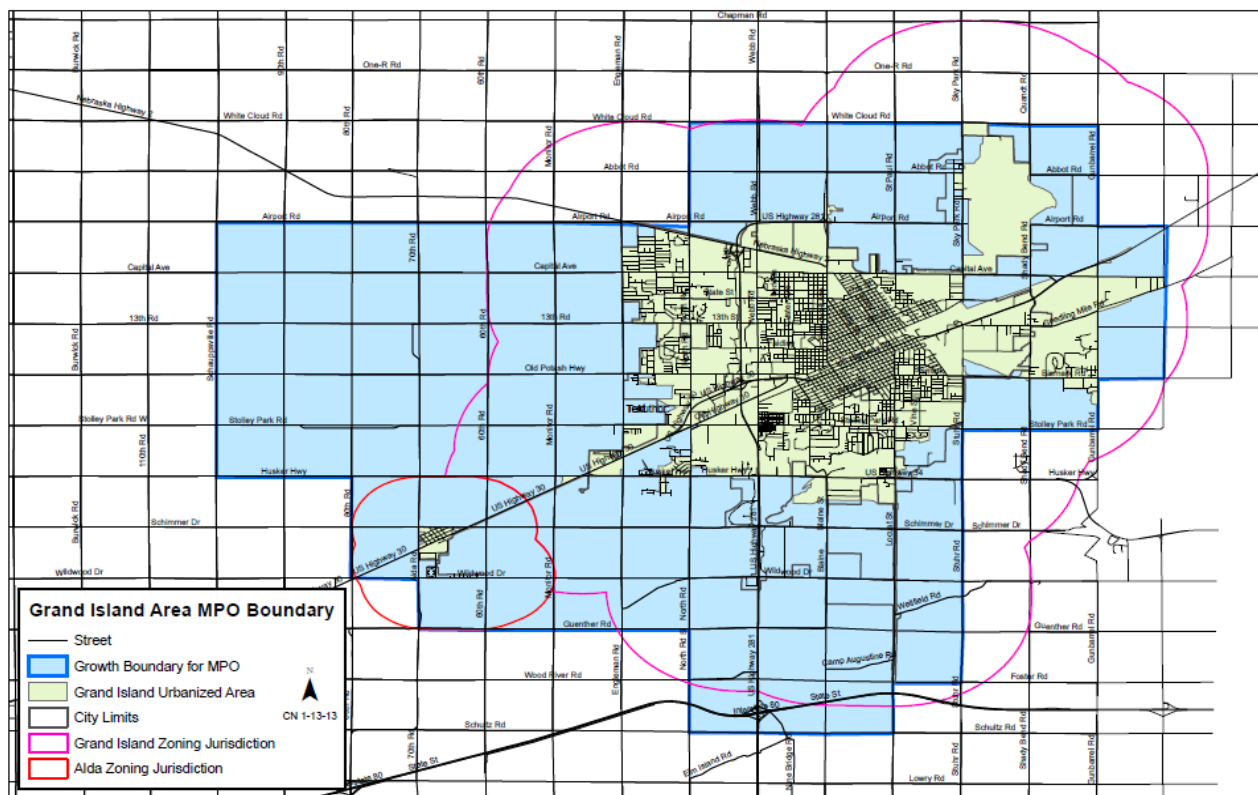
The Ex-Officio (non-voting) membership of the TAC is as follows:

FHWA Nebraska Division Transportation Planner or designee

- (a) FTA Region VII Transportation Planner or designee
- (b) NDOR Local Projects Division Urban Engineer
- (c) Grand Island Finance Director
- (d) One representative from the Union Pacific Railroad and one representative from the Burlington Northern Santa Fe Railroad may be appointed to the committee by their respective companies; other rail system operators may be added by the policy board as needed
- (e) One representative from the Grand Island Area Chamber of Commerce
- (f) One representative from the Grand Island Area Economic Development Corporation
- (g) The Board of the Central Nebraska Regional Airport may appoint one representative

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Grand Island Metropolitan Study Area

Introduction

As required by 23 CFR 420 and 450.314 the Grand Island Area Metropolitan Planning Organization (GIAMPO) has prepared this Unified Planning Work Program (UPWP).

The purpose of this document is to provide the citizens of the GIAMPO and all partnering governing bodies an outline of the Metropolitan Planning Organization's planned work activities, and identify the funding for those activities for fiscal year 2015, (July 1, 2014-June 30, 2015). This document is a budget document and it may be amended by the policy board as priorities and activities change.

The primary objectives for this year are to implement the Continuing, Cooperative, and Comprehensive, (3-C) transportation process to develop a performance based Long Range Transportation Plan, Formal Public Participation Plan, goals, objectives, and performance measures in accordance to current Federal Transportation Act MAP-21, and to institute a transportation planning process that will address the needs and investments in the transportation system in order to adequately maintain the transportation system.

These Factors Include:

The metropolitan planning process must explicitly consider and analyze, as appropriate, eight planning factors defined in MAP-21 that reflect sound planning principles and in coordination, cooperation, and continuing with stakeholders in the Grand Island Metropolitan Planning Organizations Planning Area.

- ✓ Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity and efficiency;
- ✓ Increase the safety of the transportation system for motorized and non-motorized users;
- ✓ Increase the security of the transportation system for motorized and non-motorized users;

- ✓ Increase the accessibility and mobility options available to people and for freight;
- ✓ Protect and enhance the environment, promote energy conservation, and improve quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
- ✓ Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
- ✓ Promote efficient system management and operation; and
- ✓ Emphasize the preservation of the existing transportation system.

This input will be used to identify, plan and prioritize projects to meet the transportation needs of the area. Initial efforts will focus on the development of the Public Participation Plan, Long Range Transportation Plan, and corridor studies to improve safety and efficiency within the existing transportation system.

Grand Island Area Metropolitan Planning Organization (GIAMPO)

- ✓ The Grand Island Area Metropolitan Planning Organization (GIAMPO), is the organization of elected officials in the Grand Island urbanized area designated by the Governor to carry-out the federal mandated transportation planning process.
- ✓ GIAMPO provides the forum for local decision-making on transportation issues of a regional nature.
- ✓ The foundation for the metropolitan planning process is to promote consistency between transportation improvements and state and local planned growth and economic development patterns and the submission of transportation planning documents to the FHWA, FTA, and NDOR.
- ✓ Meaningful public involvement will be encouraged and actively sought throughout the planning and development of the area's transportation plans and programs. Area citizens will be provided an opportunity and encouraged to comment on every aspect of the transportation planning process through planning meetings, public hearings, and individual correspondence.
- ✓ GIAMPO staff will facilitate the development of all planning elements for the Metropolitan Planning Area in accordance to the current federal transportation bill.

Policy Board

The Policy Board shall establish policy and procedures for matters necessary to comply with the requirements of Title 23, United States Code, and subsequent acts. The Policy Board shall have the power and duty to prepare and adopt comprehensive transportation studies and plans to guide the unified development of the Grand Island Area Metropolitan Planning Area and to promote the general welfare and prosperity of its people in an economic and efficient manner.

Technical Advisory Committee

The MPO Technical Committee (TAC) is responsible for the administration of the (3-C) Transportation Planning Process, providing data, technical assistance, and recommendations to the Policy Board for matters necessary to comply with the requirements of Title 23, United States Code, and Subsequent acts. Responsibilities Include but are not limited to:

- ✓ Advising the Policy Board on comprehensive transportation studies and plans to help guide the unified development of the Grand Island Area Metropolitan Planning Area to promote the general welfare and prosperity of its people in an economic and efficient manner.
- ✓ Examining and recommending projects concerning the development of a safe, efficient, and coordinated multimodal transportation network.

- ✓ Annually prepare and recommend, at a minimum, a five-year MPO Transportation Improvement Program (TIP) and shall review the allocation of all federal-aid funds to eligible projects within each Annual Element of the TIP for financial constraint.
- ✓ Annually review the MPO Long-Range Transportation Plan (LRTP) and recommend updates as necessary. The LRTP shall be updated at a minimum every five years.
- ✓ Annually prepare and recommend an MPO Unified Planning Work Program (UPWP) detailing projected work activities and a proposed budget for implementation.
- ✓ Prepare and recommend a MPO Public Participation Process (PPP) that outlines the promotion and utilization of public involvement, to be reviewed annually and updated as necessary.

Staff

The GIAMPO professional staff will be available to aid local officials and concerned citizens in implementing transportation and various community improvement programs in an overall effort to enhance the area. Staff members encourage and assist local leaders in several programs, with strong emphasis on the benefits of regional cooperation and coordination. Currently, the GIAMPO staff involved with transportation planning consists of a Metropolitan Planning Organization Program Manager supported by the Director of Public Works/City Engineer and the Manager of Engineering Services in conjunction with the Director of the Hall County Regional Planning Department, and various administrative staff.

Staff Time Estimates

Staff (equivalent staff time) Estimated	Staff Months
Professional Staff (MPO Program Manager) - Direct	11.5
Support Staff	6

FY 2015 SIGNIFICANT PLANNED ACTIVITIES

- ✓ Development and Approval of the Public Participation Plan
- ✓ Development and Approval of the Travel Demand Model
- ✓ Development and Approval of Goals and Objectives for the Development of the Long Range Transportation Plan
- ✓ Development and Approval of Performance Measures Based on MAP-21 Guidance
- ✓ Development of the Long Range Transportation Plan with a 20-year horizon

MPO FY 2015 Work Elements

Element A - Unified Planning Work Program (UPWP)

Purpose: Develop and maintain the UPWP and budget including the following activities.

Previous Work:

Approved FY 2014 UPWP

Activities:

- Draft, finalize and adopt the 2016 UPWP and Budget by April 15, 2015
- Maintain the 2015 UPWP and Budget through UPWP Amendments, as necessary
- Maintain the annual FHWA PL grant contract and any subsequent amendments

- Coordinate with planning partners regarding UPWP activities

End Products:

- 2015 Quarterly Reimbursement Requests and Quarterly Activities Reports
- UPWP amendments as needed
- Annual "DRAFT" FY 2016 UPWP submitted to NDOR prior April 15, 2015

Budget	Costs	Schedule
2015 UPWP and Budget Amendments	\$ 2,500	Ongoing
2016 Approved UPWP	\$ <u>8,640</u>	3 rd Quarter
Total Budget	\$ 11,140	

Element B - Transportation Improvement Program (TIP)

Previous Work:

No work required prior to the adoption of the MPO's Long Range Transportation Plan.

Purpose:

This element is to develop, maintain and monitor a five-year program of transportation projects and the financial plan that demonstrates the program can reasonably be implemented. GIAMPO will monitor the program, and will also continue the effort to gain public input on significant projects, and will provide mechanisms to inform the public of the funding availability for federal, state, and local projects. It also addresses TITLE VI assurances and Environmental Justice with its development and amendments to the approved TIP.

Activities:

- Meet with stakeholders, decision makers, and citizens concerning the Transportation Improvement Program (TIP) process and the TIP Program, when needed. This includes presentations of Grand Island's one and six year road plans.
- Staff involvement on project related activities ensuring issues are properly identified and adequately addressed for timely implementation.
- Annual posting of federally funded projects for the previous fiscal year, including the status of every project in the first year of the previous TIP.
- Draft an initial TIP Policy.

End Products:

- Amendments to the current approved Transportation Improvement Program (if necessary)
- Annual Posting of projects and status of year 1 of the previous TIP on GIAMPO's website
- Project Priority and Selection Policy for GIAMPO

Budget	Costs	Schedule
Federal/State Funds Expended Prior Year	\$1,728	1 st Quarter
TIP Policy/Selection Process	\$7,500	3 rd Quarter
Present Grand Island's 1 and 6 Year Road Plan	<u>\$3,000</u>	TBD
Total Budget	\$12,228	

Element C – Public Participation Plan (PPP)

Purpose:

The initial PPP will be developed as a task in the development of the LRTP, the foundation of the PPP will be to enhance and encourage participation of stakeholders, decision makers, and citizens in the transportation planning process. Special efforts will focus on persons and groups that are typically under-represented in transportation planning or with special transportation needs, including, low-income, minority, elderly, and disabled populations.

Previous Work:

- A web page was developed for the Grand Island Area Metropolitan Planning Organization where meeting agendas and minutes are posted. Meeting notices are advertised in accordance with the City of Grand Island's open meeting policy.

Activities:

The PPP will be done as part of the development of the Long Range Transportation Plan. Opportunities for public participation will be offered at all future GIAMPO Policy Board meetings and TAC meetings on published agenda items.

- Initially this will include education about the MPO and the purpose of the MPO. This will be done with media interviews, GITV, and public speaking engagements with civic groups.
- The GIAMPO website will be maintained for meeting notices and information regarding transportation planning activities that affect the region.
- Start-up social media sites such as Facebook and Twitter to inform interested parties on transportation planning activities.

End Product

- Approved Public Participation Plan

Budget	Costs	Ad. Mod 6/2014	Schedule
Title VI Mitigation/Assessment	\$ 4,500	\$4,500	1 st Quarter
Public Participation Plan	\$ 9,500	\$9,500	2nd Quarter
Web Site Development/Maintenance	\$ 2,500	\$2,500	Ongoing
Civic Group Speaking	\$ 1,200	\$1,200	Ongoing
Media Interviews	\$ 1,800	\$1,800	Ongoing
GITV Programing	\$ 5,250	<u>\$4,985</u>	Ongoing
Total Budget	\$24,750	\$ 23,585	

Element D – Long-Range Transportation Plan (LRTP)

Purpose:

The initial LRTP will include long-range and short-range strategies/actions that lead to the development of an integrated multimodal transportation system to facilitate the safe and efficient movement of people and goods. It will be developed with regards to the intent and requirements of the Moving Ahead for Progress in the 21st Century Act (MAP-21) passed in July 2012 and guidance by the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Nebraska Department of Roads (NDOR). The consultant and MPO Program Manager shall coordinate development and completion of all activities with respective stakeholders.

Previous Work:

A Request-For-Proposal for Professional Services to perform the development of the Long Range Transportation Plan was developed. Consultant selection process, and signed agreements were put in place the fourth quarter of FY 2014.

Activities:

- Develop performance goals, objectives, and measures for approval
- Develop and calibrate of a Travel Demand Model that combines GIS and transportation modeling capabilities in a single integrated platform.
- Development of a performance based LRTP with a 20-year horizon by March 2016

End Products:

- Approved Performance Goals, Objectives, and Measures
- Validated Travel Demand Model
- Forecasted Independent Variables
- Financial Projections for LRP
- E&C Network E&C LOS Identified

Budget	Costs	Schedule
Initial Consultant Project Kick-off Community Survey	\$ 5,000	1 st Quarter
Objectives and Goals of the LRTP	\$ 7,500	1 st Quarter
Performance Measures and Priority Selection Process	\$ 5,500	3 rd Quarter
Base Data into Traffic Analysis Zones	\$ 7,500	3 rd Quarter
Future IV's (Population, Land Use, Employment)	\$ 8,000	3 rd Quarter
Base and Forecasted E&C network projections	\$ 8,522	4 th Quarter
Financial Projections	<u>\$ 8,000</u>	4 th Quarter
Total Staff Budget	\$50,022	
Professional Services-Model/LRTP Development	\$ 187,500	

Element E – Transit Planning**Previous Work:**

Preliminary discussions and the development of a MOA for Hall County to continue providing transit and para-transit services within the study area.

Purpose:

In 2012, the City of Grand Island became the designated recipient to receive the FTA 5307(Urban) transit funds. In 2013, the City and Hall County entered into an interlocal agreement for Hall County Transportation to continue to operate services using unexpended FTA 5311(Rural) funds during a transitional period. During FY 2015 the MPO will work with the City of Grand Island and Hall County to develop and finalize a transitional plan for transit services in the City of Grand Island and Hall County. The plan must at a minimum provide a level of service for transit customers consistent with the level of service that has been offered by Hall County Transportation. The transitional plan will also take into account, possible additional services based on funding and identified needs of the community.

Activity:

A plan will need to be approved to transition Grand Island from FTA 5311 funding to FTA 5307 funding. This may include the development of a Coordinated Service Plan for FTA section 5310 funding for the area.

End Product:

- Development of a Transition Plan with timelines, expected funding and procurement policies produced by June 30, 2015.

Budget	Costs	Schedule
General Framework and Transit Planning	\$27,335	TBD
Total Budget	\$27,335	

Element F – Administration/Systems Management (ASM)**Purpose:**

The General administration of the transportation planning program for the Grand Island Area Metropolitan Planning Organization.

Previous Work:

- Adopted By-Laws for the Technical Advisory Committee on March 25, 2014
- Adopted By-Laws for the Policy Committee in July 23, 2013, and amended September 17, 2013
- Hired the Metropolitan Planning Manager on February 28, 2014
- Set meeting schedules for the Policy Board and TAC
- Developing the FY 2015 UPWP
- Created of the GIAMPO web page
- Established reporting and invoicing practices for transportation planning program
- Provided for office and office equipment for the MPO Staff including computers, printers, furniture, phone and other necessary tools

Activities:

- Compile and submit quarterly reimbursement reports to NDOR
- Compile and submit quarterly progress reports to NDOR
- Manage the GIAMPO Funding Streams
- Track the status of UPWP budget and activities

End Product:

- General Administration of the established 3-C Transportation Planning Process for the Grand Island Area Transportation Study.

Budget	Costs	Ad. Mod. 6/2014	Schedule
Direct			
Prepare Meetings for Policy Board and TAC	\$4,250	\$4,250	Ongoing
Meeting Minutes and other Documentation	\$4,500	\$3,750	Ongoing
Administration of Program/Reporting Documentation	\$3,400	\$3,400	Ongoing
Manage Funding Streams and Budget	\$4,500	\$4,500	Ongoing
	\$16,650	\$15,900	
Other Direct			
Software/Equipment	\$13,500	\$13,500	Ongoing
Professional Development/Conference Travel	\$3,603	\$3,603	Ongoing
Advertise Meetings	\$1,800	\$1,800	Ongoing
Office Expenses	\$2,500	\$2,500	Ongoing
	\$21,403	\$21,403	
Total Budget	\$38,053	\$37,303	

Budget

It is anticipated that the cost of implementing this UPWP for GIAMPO will be \$351,018, during fiscal year 2015. Based on the formula funding for MPOs in Nebraska, GIAMPO is eligible for up to \$130,010 Federal Planning funds for staffing and other expenses. NDOR has indicated that during the 2014 and 2015 budget years they intend to set aside an additional \$150,000 for creation of the GIAMPO LRTP. The City of Grand Island, by agreement will provide at least a 20% match (including but not limited to staff time, office space, and web hosting and financial services) toward GIAMPO's transportation planning activities.

Work Element	Federal	Local	Total
A Unified Work Program – Total Cost	\$8,912	\$2,228	\$11,140
2015 UPWP and Budget amendments	\$2,000	\$500	\$2,500
2016 UPWP and Budget	\$6,912	\$1,728	\$8,640
B Transportation Improvement Program (TIP) – Total Cost	\$9,782	\$2,446	\$12,228
Federal Funds Expended for FY 2014 Posted by Oct. 1, 2014	\$1,382	\$346	\$1,728
Draft TIP Policy/Selection	\$6,000	\$1,500	\$7,500
Present Grand Island 1 and 6 Year road plan	\$2,400	\$600	\$3,000
C Public Participation Process/Plan (PPP) – Total Cost	\$19,588	\$4,897	\$23,585
Title VI Mitigation/Assessment	\$3,600	\$900	\$4,500
Public Participation Plan	\$7,600	\$1,900	\$9,500
Web Site Development/Maintenance	\$2,000	\$500	\$2,500
Civic Group Speaking	\$960	\$240	\$1,200
Media Interviews	\$1,440	\$360	\$1,800
GITV Programing	\$3,988	\$997	\$5,250
D Long-Range Transportation Plan (LRTP) – Total PL Cost	\$40,018	\$10,004	\$50,022
Initial Consultant Project -Kick-off-Community Survey	\$4,000	\$1,000	\$5,000
Objectives and Goals of the LRTP	\$6,000	\$1,500	\$7,500
Performance Measures	\$4,400	\$1,100	\$5,500
Base Data into Traffic Analysis Zones/Network/Screen line Data	\$6,000	\$1,500	\$7,500
Base and Future IV's (Population, Land Use, Employment)	\$6,400	\$1,600	\$8,000
Base and Forecasted E&C Network Projections	\$6,818	\$1,704	\$8,522
Financial Projections and Project Selection Criteria	\$6,400	\$1,600	\$8,000
Professional Services-Model/LRTP Development	\$150,000	\$37,500	\$187,500
E Transit Planning – Total Cost	\$21,868	\$5,467	\$27,335
Develop a Transition Plan for Services	\$10,200	\$2,550	\$12,750
Develop an RFP for Services	\$11,668	\$2,917	\$14,585
F Administration/Systems Management (ASM)- Total Staff Cost	\$12,720	\$3,180	\$15,900
Prepare Meetings for Policy Board and TAC	\$3,400	\$850	\$4,250
Meeting Minutes and other Documentation	\$3,000	\$750	\$3,750
Administration of Program/Reporting Documentation	\$2,720	\$680	\$3,400
Manage Funding Streams and Budget	\$3,600	\$900	\$4,500
Procedural/Operational Manual	\$0	\$0	\$0
Other Direct – Total Cost	\$17,122	\$4,281	\$21,403
Software/Equipment	\$10,800	\$2,700	\$13,500
Professional Development/Conference Travel	\$2,882	\$721	\$3,603
Advertise Meetings	\$1,440	\$360	\$1,800
Office Expenses	\$2,000	\$500	\$2,500
Staff FHWA and FTA Federal Funding	\$130,010	\$32,502	\$162,512
Development of PPP & LRTP CONSULTANT ONLY – Non PL Funds	\$150,000	\$37,500	\$187,500
Projected Total Expenses for all Activities	\$280,010	\$70,002	\$350,512
Approved 5/27, Ad. Modification 6/12			

Budget

It is anticipated that the cost of implementing this UPWP for GIAMPO will be \$351,018, during fiscal year 2015. Based on the formula funding for MPOs in Nebraska, GIAMPO is eligible for up to \$130,010 Federal Planning funds for staffing and other expenses. NDOR has indicated that during the 2014 and 2015 budget years they intend to set aside an additional \$150,000 for creation of the GIAMPO LRTP. The City of Grand Island, by agreement will provide at least a 20% match (including but not limited to staff time, office space, and web hosting and financial services) toward GIAMPO's transportation planning activities.

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Prepare Meetings for Policy Board and TAC	\$3,400	\$850	\$4,250
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Projected Total Expenses for all Activities	\$280,010	\$70,002	\$350,512

Approved 5/27, Ad. Modification 6/12

RESOLUTION 2014-187

WHEREAS, the Nebraska Department of Roads has prepared a Planning Agreement for the City of Grand Island for the purpose of assisting the LPA in obtaining Federal approval and financial assistance to ensure a continued, comprehensive, and cooperative transportation planning process between the state and local governments for the Grand Island Metropolitan Planning Area for Fiscal Year 2015; and

WHEREAS, the maximum Federal participation under this agreement is not to exceed \$108,142.00 for Fiscal Year 2015, which begins July 1, 2014 and ends June 30, 2015; and

WHEREAS, the Federal share on any portion of this project will be a maximum of 80% of the eligible costs; and

WHEREAS, the local 20% (\$) funds would be the City's obligation not to exceed \$27,035.00 and can be part of in-kind services (staff time & expenses); and

WHEREAS, the total cost is expected to be \$135,177.00; and

WHEREAS, an agreement with the Nebraska Department of Roads is required to proceed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with the Nebraska Department of Roads for the purpose of assisting the LPA in obtaining Federal approval and financial assistance for the Grand Island Metropolitan Planning Area for Fiscal Year 2015 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, July 8, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 3, 2014	☐ City Attorney



City of Grand Island

Tuesday, July 8, 2014

Council Session

Item G-9

#2014-188 - Approving Acquisition of Right-of-Way for Capital Avenue Widening – Webb Road to Broadwell Avenue

This item is related to the aforementioned Public Hearing item E-2.

Staff Contact: John Collins PE - Public Works Director

RESOLUTION 2014-188

WHEREAS, right-of-way is required by the City of Grand Island, from the affected property owners and tenant in the Capital Avenue Widening – Webb Road to Broadwell Avenue Project area, as follows:

Tract No	Owner/Address	Legal	Right-of-Way Payment (minimum \$100.00)	Payment of Damages	Total
1L	Matthew "Matt" Panowicz, John Panowicz, Robert "Bob" Panowicz, and Michael "Mike" Panowicz (Lessee)	A TRACT OF LAND CONSISTING OF PART ON AN UNPLATTED TRACT LOCATED IN THE SOUTH HALF (S1/2) OF FRACTIONAL SECTION 6, TOWNSHIP 11 NORTH, RANGE 9 WEST, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID FRACTIONAL SECTION 6; THENCE ON AN ASSUMED BEARING OF N01°33'03"W ALONG THE WEST LINE OF SAID SECTION 6 A DISTANCE OF 33.00 FEET; THENCE N89°19'05"E A DISTANCE OF 33.00 FEET TO THE SOUTHWEST CORNER OF AN UNPLATTED TRACT OF LAND AS DESCRIBED IN INSTRUMENT NUMBER 84-004813, HALL COUNTY REGISTER OF DEEDS; THENCE N01°33'03"W ALONG THE WEST LINE OF SAID UNPLATTED TRACT A DISTANCE OF 25.00 FEET TO A WESTERLY CORNER OF SAID UNPLATTED TRACT, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE AND THE EAST R.O.W. LINE OF WEBB ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING N01°33'03"W ALONG SAID EAST R.O.W. LINE A DISTANCE OF 12.36 FEET; THENCE S53°27'14"E A DISTANCE OF 61.75 FEET TO A POINT ON THE NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE S89°19'05"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 29.60 FEET TO THE SOUTHEAST CORNER OF SAID UNPLATTED TRACT DESCRIBED IN INSTRUMENT NUMBER 84-004813; THENCE N38°28'00"W ALONG THE EASTERLY	\$100.00	NONE	\$100.00

Approved as to Form ☐ _____
July 3, 2014 ☐ City Attorney

		<p>LINE OF SAID UNPLATTED TRACT DESCRIBED IN INSTRUMENT NUMBER 84-004813, SAID EASTERLY LINE ALSO BEING THE NORTH R.O.W. LINE OF CAPITAL AVENUE, A DISTANCE OF 8.86 FEET; THENCE N00°32'14"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 9.00 FEET; THENCE S89°19'05"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 7.00 FEET; THENCE N38°28'00"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 11.38 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 637 SQUARE FEET MORE OR LESS.</p>			
5	<p>Longleaf, L.L.C. c/o Andrew Marsh</p>	<p>A TRACT OF LAND CONSISTING OF PART OF LOT 1, BLOCK 8 REPLAT, CONTINENTAL GARDENS AN ADDITION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NE CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S00°56'29"E ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 19.86 FEET; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 06°44'05", A RADIUS OF 108.00 FEET, AN ARC LENGTH OF 12.69 FEET AND A CHORD BEARING S84°25'38"W FOR A DISTANCE OF 12.69 FEET; THENCE S87°34'02"W, A DISTANCE OF 139.79 FEET; THENCE S89°13'17"W, A DISTANCE OF 58.13 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE N01°30'22"W ALONG SAID WEST LINE AND THE EAST LINE OF A UNPLATTED TRACT, A DISTANCE OF 25.65 FEET TO THE NW CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE SOUTH R.O.W. LINE OF CAPITAL AVENUE; THENCE N89°11'12"E ALONG SAID SOUTH R.O.W. LINE, A DISTANCE OF 244.63 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 5,790.00 SQUARE FEET MORE OR LESS.</p>	<p>5,790.00 SF @ \$1.45/SF</p>	NONE	\$8,400.00

31	Debra J. Shafer and Michael A. Shafer	<p>A TRACT OF LAND CONSISTING OF PART OF A TRACT DESCRIBED AS LOTS 1 AND 3, BLOCK 1, OF COLLEGE ADDITION TO WEST LAWN IN THE CITY OF GRAND ISLAND, HALL. COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NW CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY (R.O.W.) LINE OF CAPTIAL AVENUE AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N89°47'43"E ALONG SAID SOUTH R.O.W. LINE, A DISTANCE OF 127.77 FEET; THENCE S45°32'30"E ALONG SAID SOUTH R.O.W. LINE, A DISTANCE OF 35.56 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH R.O.W. LINE AND THE WEST R.O.W. LINE OF BROADWELL AVENUE;; THENCE S00°52'42"E ALONG SAID WEST R.O.W. LINE, A DISTANCE OF 91.63 FEET TO THE SE CORNER OF SAID LOT 3; THENCE S89°01'20"W ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 1.43 FEET; THENCE N03°41'10"W A DISTANCE OF 79.91 FEET; THENCE N45°09'22"W, A DISTANCE OF 38.06 FEET; THENCE S89°50'38"W, A DISTANCE OF 120.82 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE N01°00'46"W ALONG SAID WEST LINE A DISTANCE OF 9.84 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1,973.00 SQUARE FEET MORE OR LESS.</p>	1,973.00 SF @ \$7.00/SF	NONE	\$13,820.00
Grand Total					\$22,320.00

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

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

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

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Adopted by the City Council of the City of Grand Island, Nebraska, July 8, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

- 4 -



City of Grand Island

Tuesday, July 8, 2014

Council Session

Item G-10

#2014-189 - Approving Renewal of Life Insurance Policy

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: July 8, 2014

Subject: Approving Life Insurance Renewal

Item #'s: G-10

Presenter(s): Brenda Sutherland, Human Resources Director

Background

The City of Grand Island provides a life insurance benefit for its employees and their dependents. Employees are provided with \$50,000 of coverage and their spouse has \$10,000 and their dependent children have \$5,000 of life insurance coverage. Employees also have the option of purchasing supplemental coverage at their own expense. The City's current provider is Aetna.

Discussion

The cost for coverage will remain at the same rate it is today at a cost of .13 cents per thousand for basic coverage for city employees. The cost to provide the family coverage will also remain the same at .74 cents per family unit for dependent coverage.

Employees will still have the option to purchase supplemental coverage at their own expense. Through the budget preparation process, we have talked about escalators that the City sees with various contracts that it has in place. That will not be the case with this renewal contract as Aetna has guaranteed its rates for three years. The renewal period will run from August 1, 2014 through July 31, 2017

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 renewal with Aetna to provide the City's life insurance benefit.

Sample Motion

Move to approve the renewal with Aetna to provide the City's life insurance benefit.



Customer: The City of Grand Island Ne
Customer Number: 724965

Renewal Billing Rates and Annual Premium

**** Life Renewal Rates are guaranteed from August 1, 2014 to August 1, 2017**

****Receiving census at least once per year is a condition of the rate guarantee.**

<i>Rate Comparison</i>	<u>Existing Rates</u>	<u>New Rates Effective 8/1/14</u>	<u>% Change</u>
<u>Basic Term Life</u>			
Employee per \$1,000	\$0.110	\$0.110	0.00%
<u>Basic AD&D</u>			
Employee per \$1,000	\$0.020	\$0.020	0.00%
<u>Basic Dependents Term Life</u>			
Per Family Unit	\$0.740	\$0.740	0.00%
<u>Supplemental Term Life</u>			
Employee per \$1,000	\$0.290	\$0.290	0.00%
Employee & Spouse per \$1,000	\$0.290	\$0.290	0.00%
<u>Supplemental Dependents Term Life</u>			
Per \$1,000	\$0.200	\$0.200	0.00%
<u>Supplemental AD&D</u>			
Employee per \$1,000	\$0.040	\$0.040	0.00%
Employee & Spouse per \$1,000	\$0.050	\$0.050	0.00%

RESOLUTION 2014-189

Whereas, the City provides life insurance to employees and their dependents as prescribed in labor agreements and as authorized by the City of Grand Island Personnel Rules; and

WHEREAS, Strong Financial Resources, Inc. of Aurora is the agent of record; and

WHEREAS, The cost for Life Insurance benefit will be .13 cents per thousand for employee coverage and .74 cents per family unit for family coverage; and

WHEREAS, the contract will commence on August 1, 2014 and will renew annually through July 31, 2017 and the proposed rate is guaranteed for a three year contract period; and

WHEREAS, employees may have the ability to purchase supplemental coverage at their own expense.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Life Insurance contract with Aetna is hereby approved.

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Adopted by the City Council of the City of Grand Island, Nebraska, July 8, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 3, 2014	☐ City Attorney



City of Grand Island

Tuesday, July 8, 2014

Council Session

Item I-1

#2014-190 - Consideration of Approving City of Grand Island Corporate Card Credit Agreement

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: July 8, 2014

Subject: Consideration of Approving Bank of America Corporate Card Credit Agreement

Item #'s: I-1

Presenter(s): Jaye Monter, Finance Director

Background

In 2003, the City established its first City Credit Card Program for city purchases. The department issued credit cards were intended to be used for small purchases and convenience of employee required travel. The current credit card program has become cumbersome and obsolete. The current credit card program also does not utilize the spending power of the City or provide the City with a rebate that is commonplace with many large scale credit card programs.

A request for proposals (RFP) was sent out in March of this year in search of a new City of Grand Island Credit Card Program. The City received 10 responses and the selection committee invited three for in-depth demonstrations. The recommendation the selection committee is bringing forward is the Bank of America Credit Card Program.

Discussion

As presented in the July 1, 2014 study session, every year The City of Grand Island pays over \$100 million to outside vendors. By switching to the proposed credit card program and capturing even 10% of that spending it would provide the City with an estimated \$170,000 in rebate or cash back.

Rebates will be allocated back to each department at the fund level. The City's rebate with Bank of America is based upon the total spending group of the governmental cooperative buying group; with additional increases in rebate levels as new entities join the cooperative.

Other topics covered in the July 1, 2014 study session included:

- Staff time savings through electronic workflow approval
- Staff time savings reducing processing steps
- Reduction/elimination of paper
- Digital document storage
- Seamless integration with City accounting software
- Increased fraud controls
- Restrict types of purchases by card
- Real-time management and accounting review
- No fees assessed to the City

Alternatives

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

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

Recommendation

City Administration recommends that the Council approves the Bank of America Corporate Credit Card Service Agreement.

Sample Motion

Move to approve the Bank of America Corporate Credit Card Service Agreement.

Bank of America Corporate Card Service Agreement

This Bank of America Corporate Card Service Agreement (the "Agreement") is made by and between FIA Card Services, N.A., a Bank of America company, ("Bank of America"), and City Of Grand Island ("Company") and shall be effective as of July 8, 2014 ("Effective Date").

The terms "we", "us" and "our" refer to Bank of America. The terms "you" and "your" refer to Company.

With our Corporate Card Services you are allowed to open Card Accounts for your business purposes. You may select one or more of the following card programs: purchasing card program, travel and entertainment card program, accounts payable card program or fleet card program (each a "Service", collectively, the "Services"). You may begin using a Service once we have approved such use and we have received all required and properly executed forms and you have successfully completed any testing or training requirements. Whenever you use a Service, you agree to be bound by this Agreement, as amended from time to time, and to follow the procedures in the applicable Materials.

DEFINITIONS

Billing Statement. The official invoice provided to you, Participant and/or Cardholder which identifies each Transaction posted during the billing cycle, the date of each Transaction and the applicable fees and charges, payment amount due and Payment Due Date.

Business Day. Each day on which we are open for business related to the Services.

Card. Each plastic charge card which we issue for your Card Account using a Service.

Card Account. Each MasterCard® or Visa® account which we issue to you or to a Cardholder with respect to a Service, including a Cardless Account.

Card Administrator. One or more individuals designated by you in writing, as our primary contact for the Card Accounts, who is authorized to take actions necessary or appropriate to maintain the Card Accounts, including without limitation designating persons to receive Card Accounts, receiving communications from us related to the Card Accounts, requesting the closure of Card Accounts and otherwise communicating with us with respect to the Card Accounts.

Cardholder. Your employee or any other person who you designate in writing and who we approve to receive a Card. If you or a Cardholder makes a Card Account number or Convenience Check available to another party, that person will also be considered a Cardholder.

Cardless Account. An Account for which we assign only an account number, but no Card is issued.

Cash Advance. Use of a Card Account to obtain cash from a participating financial institution, merchant or Automated Teller Machine, to write a Convenience Check or to obtain items readily convertible into cash, such as money orders, travelers checks, foreign currency, lottery tickets, casino chips and race-track wagers.

Convenience Check. A check which we may provide to you, upon your request, to draw on a Card Account.

Grace Days. The number of days after the Billing Statement closing date within which payment is due.

Guarantor. A person or entity, other than you or a Participant, that agrees to assume responsibility for the obligations of this Agreement, including payment of any amounts owed.

Materials. The Software, user identification codes, passwords, codes, keys, test keys, security devices, embedded algorithms, digital signatures and certificates, other similar devices and information, User Documentation and related documentation we provide to you.

Participant. A Subsidiary, affiliate or division of yours which you designate in writing on a Participant Account Form and which we approve, for us to issue a Card Account with its own account number. A Participant Account Form, upon completion by you and approval by us, will be made a part of this Agreement.

Payment Due Date. The payment due date shown on the Billing Statement which date shall be the last day of the Grace Days.

Software. Web-based applications accessed via a Website and/or the programs and data files provided by us for use on a computer in

connection with the Services.

Subsidiary. Any entity in which more than 50% of the ownership interest is owned, directly or indirectly, by you. The term "Subsidiary" does not include affiliates or other entities in which 50% or less of the ownership interest is owned, directly or indirectly, by you.

Transaction. The purchase or reservation of goods or services or a Cash Advance made or facilitated by use of a Convenience Check or Card Account.

Unauthorized Use. Use of a Card Account, Card or Convenience Check by a person (i) who is not your Cardholder, employee or agent, (ii) who does not have actual, implied or apparent authority to use the Card Account and (iii) whose use does not benefit you directly or indirectly.

User Documentation. Any written information we provide you, including information in electronic format, as amended from time to time, which contains detailed instructions regarding the use of a Service. Current User Documentation is available upon your request.

Website. Any internet website and/or online access channel for use in accessing the Services.

OUR OBLIGATIONS

We will open Card Accounts upon your request which Cardholders may use to conduct Transactions for your business. All Transactions made on a Card Account are considered authorized by you unless we receive and have had a reasonable period of time to act upon written notice from you that the Cardholder is no longer authorized to use the Card, Convenience Checks or the Card Account.

Upon your request, we may also provide Convenience Checks with respect to your Card Accounts. At your request, we may also establish a Cardless Account. If you so request, we will provide to the Cardholder, at the address you or the Cardholder specifies, a Billing Statement reflecting the Cardholder's use of the relevant Card Account. We may deny authorization of any Transaction if we suspect fraudulent activity or Unauthorized Use or for any other reason. Notwithstanding anything to the contrary in the "Limitations of Liability" section of this Agreement, we will not be liable for any failure to authorize a Transaction.

We are responsible only for performing the Services expressly provided for in this Agreement. We may contract with an outside vendor in performing the Services.

YOUR OBLIGATIONS

You shall use each Card Account solely for your business purposes.

You shall pay for each Transaction, regardless of its purpose or whether you signed a sales draft or received a receipt. In addition, you shall pay our fees and charges as set forth in the schedule of charges currently in effect for you.

You represent and warrant to us that each Cardholder is a current employee or agent of your company. You will promptly furnish such financial and other information as we request for the purpose of reviewing your ability to perform your obligations to us. You represent and warrant to us that all such information about your employees, agents and your company is accurate and sufficiently complete to give us accurate knowledge of your financial condition.

You and each Cardholder will check to ensure that the information embossed on each new Card or printed on each Convenience Check is correct, and you will contact us immediately if there is an error.

You must give us prompt written notice of any addition, change or elimination of a Card Administrator.

You are responsible for maintaining the security of your data and ensuring that it is adequately backed-up. We are not responsible for your loss of your data.

CHARGE LIMITS

For each Service, we will give you one total charge limit for all your Card Accounts. We will also assign an individual charge limit for each Card Account. Upon your request and if approved by us, we may increase the total charge limit or any individual limit. We may decrease the total charge limit or any individual limit at our discretion. You agree not to incur obligations which would cause the total charge limit for all your Card Accounts to be exceeded. If you do exceed this limit, or if any Cardholder's individual charge limit is exceeded, we may deem the entire balance owing to be immediately due and payable, and/or we may refuse any Transactions on all Card Accounts or the individual Card Account until a payment is made to reduce the balance below the total charge limit or the individual charge limit.

TRANSACTIONS IN OTHER CURRENCIES

If you make a Transaction in currency other than U.S. dollars, Visa or MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction. The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate. We may add a fee to the U.S. dollar amount of any Transaction that is made in a foreign currency (the "International Transaction Fee"). The International Transaction Fee is set forth in the schedule of charges currently in effect for you. The International Transaction Fee will be shown in the Activity section on your Billing Statement and aggregated in the Other Fees category on the Summary section of your statement.

DISPUTES WITH MERCHANTS AND SUPPLIERS

We will have no liability for goods or services purchased with, or for a merchant's or supplier's failure to honor purchases made with, a Card Account, Convenience Check or Card. You agree to make a good faith effort to resolve any dispute with a merchant or a supplier arising from a Transaction. In a dispute with a merchant or supplier, we will be subrogated to your rights and each Cardholder's rights against the merchant or supplier and you will assign (and cause the Cardholder to assign) to us the right to assert a billing error against the merchant or supplier. You will, and will cause the Cardholder to, do whatever is necessary to enable us to exercise those rights. We may reverse from any Card Account any Transactions relating to the dispute.

A merchant or supplier may seek prior authorization from us before completing a Transaction. If you advise us in writing that you desire to restrict Transactions to merchants falling within certain categories we designate in our User Documentation, we will take reasonable steps to prevent authorization of Transactions from other types of merchants. We, however, will not be liable to you if merchants or suppliers nonetheless accept a Card, Convenience Check or Card Account for other types of Transactions, or if authorization for a Transaction is not given.

CONVENIENCE CHECKS

If we provide Convenience Checks with regard to a Card Account, they may not be used to make payment on the Card Account. We may pay a Convenience Check and post its amount to the Card Account regardless of any restriction on payment, including a Convenience Check that is post-dated, that states it is void after a certain date or that states a maximum or minimum amount for which it may be written. Once paid, Convenience Checks will not be returned to you or the Cardholder.

If you wish to stop payment on a Convenience Check, you must call us at the customer service number shown on your Billing Statement and provide such information as we request or is required under the relevant User Documentation. We will stop payment if we receive your request on or before the Business Day before the Business Day on which we would otherwise pay the Convenience Check. The date on which we would pay a Convenience Check may be prior to the date it would post to your Card Account. A stop payment order will remain in effect for up to six months.

CARDLESS ACCOUNTS; ACCOUNTS NOT IN NAME OF INDIVIDUAL

We may, at your request, establish a Cardless Account or establish a Card Account with a designation which is not an actual individual, including, without limitation, designation of a vehicle identification number, license number, department name or "Authorized Representative" on the Card Account. You agree to be solely responsible for the use of any such Cardless Account or Card Account, including, without limitation, any Unauthorized Use, and you agree not to make any claim or request related to any Unauthorized Use of such a Cardless Account or Card Account.

PAYMENT OF CARD ACCOUNTS; SECURITY INTEREST

We will provide to the Card Administrator, or other person you designate in writing to us, a Billing Statement which will identify each Transaction posted during the billing cycle and the date of the Transaction. The Billing Statement will also list any applicable fees and charges for a Service. If you have requested a Card Account for travel and entertainment Transactions, we will provide, upon your request, an additional copy of the Billing Statement covering such use of the relevant Card Account to the appropriate Cardholder at the address which you or the Cardholder provides to us.

You will pay to us the total amount shown as due on each Billing Statement on or before the due date shown on the statement. If you do not make a payment in full by the specified due date, in addition to our other rights, we may assess a late fee and finance charge as set forth in the schedule of charges currently in effect for you. You have no right to defer any payment due on any Card Account.

You will pay us for a Service according to the schedule of charges currently in effect for you, except as we agree otherwise (in writing) from time to time. All charges are subject to change upon 30 days prior written notice to you (unless otherwise agreed in writing), except that any increase in charges to offset any increase in fees charged to us by any supplier for services used in delivering the Service may become effective in less than 30 days.

You will pay us for Software support in excess of that contemplated in the Software section of this Agreement. The charges for such extra support will be as specified by us before such charges are incurred or as otherwise agreed by you and us from time to time.

Unless otherwise agreed by us, payments must be made using an Automated Clearing House (ACH) service. As specified by you, we may initiate ACH debits to any deposit account at any financial institution. If you arrange for direct payment by Cardholders, such an arrangement will not change your responsibilities under the Agreement, including your obligation for payment.

You grant to us a security interest and contractual right of setoff in and to all deposits now or subsequently maintained with us or any of our affiliates or subsidiaries. In connection with that grant, you authorize us to enter into a master control agreement with our affiliates authorizing, upon the occurrence and continuance of any default, the disposition of any such deposits to satisfy all liabilities incurred in connection with a Service, without your further consent. The grant of this security interest shall survive termination of a Service.

LOST OR STOLEN CARDS; UNAUTHORIZED USE

In the event of a possible loss or theft of a Card, Convenience Check or Card Account or possible Unauthorized Use, you will give us notice by telephone to the numbers set forth in the User Documentation. You agree to give us this notice as soon as practicable but in any event no later than the Business Day after discovery of the known or suspected loss or theft or Unauthorized Use. If notice as provided in this paragraph is given and you assist us in investigating facts and circumstances relating to the loss, theft or possible Unauthorized Use, including without limitation obtaining an affidavit or similar written, signed statement from the Cardholder, then you will not be liable for Transactions resulting from Unauthorized Use. If we have issued fewer than ten Card Accounts to you, your liability for Transactions by a person who does not have actual, implied or apparent authority to use the Card, Convenience Check, or Card Account and whose use does not result in a direct or indirect benefit to you will not exceed \$50 on each Card.

LICENSE TO USE YOUR MARKS

Upon your request, we may place your trademark, tradename, service mark and/or designs ("Company's Marks") on the Cards and collateral materials. You will provide the graphics to us in sufficient time to allow for review and approval by us and, if necessary, the respective card association. You grant to us a non-exclusive license to use, during the term of the Service, Company's Marks on the Cards and on other materials related to the Card Accounts. If, as you request, we place your Company Marks on the cards or collateral materials, you agree that the indemnity under the "Protection from Third Parties" section of this Agreement covers any claim that the use of any Company Marks infringes the intellectual property right of any third party.

EXTENSION OF CORPORATE CARD SERVICE TO AFFILIATES

Upon your request and submission of a Participant Account form, we may approve one or more affiliates of which you are majority owner for participation in a Service. Each participating affiliate will have the same rights and obligations as you except that no separate charge limit will be assigned. Your charge limit will apply to Transactions on all Card Accounts, including those of your participating affiliates.

You may terminate an affiliate's participation by giving us written notice and a reasonable time to act on such notice. If an approved Participant is, or will no longer be, majority-owned by you, you agree to notify us immediately, and we may immediately terminate the Card Accounts of such Participant.

GOVERNING LAW

The Services are governed by the laws respecting national banking associations and, to the extent not covered by those laws, by the laws of the State of Delaware, without reference to that state's principles of conflicts of law, regardless of where you reside or where a Cardholder uses a Card Account.

TERMINATION

You or we may terminate the Agreement or a Service upon 60 calendar days prior written notice to the other party.

Notwithstanding the previous sentence, we may terminate the Agreement or a Service effective immediately, and we will send you notice of the termination if any of the following occurs with respect to you, a Participant or a Guarantor:

- You fail to pay as and when due (whether upon demand, at maturity or by acceleration) or you breach any of the terms and conditions in this Agreement or any other agreement with us or any of our affiliates or subsidiaries;
- You terminate, liquidate or dissolve your business or dispose of a substantial portion of your assets;
- You fail generally to pay your debts as they become due;
- You, voluntarily or involuntarily, become the subject of any bankruptcy, insolvency, reorganization or other similar proceeding;
- You initiate any composition with your creditors;
- You experience a material adverse change in your financial condition or your ability to perform your obligations under the terms and conditions in this Agreement;

- Any guaranty of your obligations to us terminates, is revoked or its validity is contested by the Guarantor, or any of the events set forth in the above five bullet points attributable to you occur to the Guarantor;
- You fail to pay or perform any other obligation, liability or indebtedness to any other party;
- There is the death (if an individual) or resignation or withdrawal of any partner or material owner (of a privately-held entity);
- You merge or consolidate with or into another entity;
- We determine that any representation or warranty made to any of our affiliates or subsidiaries in any agreement is or was, when it was made, untrue or materially misleading;
- You fail to timely deliver financial statements, including tax returns, other statements of condition or other information, as we shall request from time to time;
- There is an entry of a judgment against you which we deem to be of a material nature;
- You experience seizure or forfeiture of, or the issuance of any writ of possession, garnishment or attachment, or any turnover order for any property;
- We determine that we are insecure for any reason;
- You fail to comply with any law or regulation controlling your operation;
- There is a change in your ownership, if you are a privately-held entity, in excess of 50%.

Upon any termination of a Service, (i) the entire balance outstanding on all Card Accounts with respect to that Service shall, at our option, become immediately due and payable and (ii) you will immediately destroy, and will instruct all Cardholders to immediately destroy, all Cards and Convenience Checks. Your responsibility to pay for all Transactions regarding each Card Account will continue until a reasonable period of time after you notify us to close the Card Account or until you pay for all Transactions entered into before we close the Card Account to future use, whichever occurs later. After termination, you and all Cardholders will make no new Transactions on any Card Account. If, however, such Transactions are made, you will be liable for each of them.

If a Service you are using is terminated for any reason, you will do the following:

- Immediately stop using any Materials relating to the terminated Service;
- Erase or delete any Software we have provided relating to the terminated Service to the extent it is stored in your computers; and
- At our option, either return to us or destroy all Materials relating to the terminated Service and certify to us that you have done so.

These obligations will continue after a Service you are using has been terminated.

SOFTWARE LICENSE

This section applies to all Software we provide to you pursuant to the Agreement unless we provide you a separate license agreement for specific Software (including a "click-wrap" Software license you may obtain from us by downloading from our website and the licenses for any other third-party Software we provide you in connection with the Services).

License

For each Software application we provide to you for one or more Services, we grant you a non-exclusive, revocable, non-transferable license for the use of that Software and any Materials related to the Software that we provide to you. Each license is granted solely for use in object code form only in connection with one or more Services. You may use the Software only in accordance with the applicable User Documentation.

The Software, its source code, the Materials and all copyright, patent, trademark, trade secret and other rights in them are and will remain the exclusive property of us or our licensors. You will secure and protect the Software and Materials (including all copies) in a manner consistent with the maintenance of our rights and those of our licensors. In order to protect those rights, you will reproduce and incorporate copyright notices and all other proprietary legends prescribed by us in any permitted copies. You may not remove, obscure or otherwise tamper with or alter any such notices or legends affixed to or otherwise contained in the Software or Materials (or copies). You will also take appropriate action to instruct and obligate your representatives who are permitted access to the Software and/or Materials (including copies) to comply with your obligations to protect the Software and Materials.

We are obligated to provide you only with those updates, upgrades or new releases of Software which we make generally available to our other customers who license the same Software. Any corrections, updates, upgrades or new releases that we provide to you must be installed by you promptly or by such later time as we specify, and will be deemed part of the Software upon delivery to you. We will provide support only for the most current version of Software we have provided to you.

You will, at your expense, cause a computer to be installed and kept in good condition and working order at your site for use of the Software. The computer and its components must be equipment which is acceptable, as specified by us from time to time.

At our option, we may assist you with the installation of Software on your computer and/or with the training of persons who will use the Software, but we will not bear any responsibility for (i) such training or (ii) the proper installation or use of the Software. Except as you and we may agree otherwise, you will be deemed to have accepted the Software upon its installation.

If we have provided you with Software to be installed on your computer, you may not install the Software on more than one computer or electronically distribute it to any other computer, without our prior written approval and the payment of any fees that we may assess. You may move the Software to another computer replacing the one on which the Software was originally installed or to another site, but only after you give us notice, in writing or by electronic means approved by us for such purpose, specifying the new computer and site. If we have provided you with Software to be installed on your network server, you may not electronically distribute, or allow anyone else to electronically distribute, the Software except from the network server on which it is installed to workstations on that network. You will provide us notice, in writing or by electronic means approved by us for such purpose, each time you install the Software on more than one computer (subject to our prior written approval) or electronically distribute the Software to a workstation on that network, as applicable, in each case indicating the location and the date of such installation or distribution.

You may not (i) sell, assign, transfer, license, sublicense or publish the Software or Materials (including any permitted copies), (ii) disclose, display or otherwise make available the Software or Materials (including any permitted copies) to third parties, or (iii) copy, or allow anyone else to copy, the Software or Materials, without our prior written approval, except that you may make two copies of the Software for backup and/or archival purposes. In the event that we provide you with our prior written approval to make an additional copy of the Software, you will (i) pay us any fees assessed by us and (ii) provide us notice, in writing or by electronic means approved by us for such purpose, of the location and the date of such copy.

You will provide us with reasonable access to the Software and Materials at your site to provide assistance or to verify the status or location of the Software and Materials. In addition, we may audit your site and have access to the Software and Materials provided to you to confirm compliance with this Software License section. Furthermore, we may audit your site and have access to such Software and Materials if you fail to provide us with any notices or reports, or if we reasonably believe you are using unauthorized copies of the Software and/or Materials, using the Software and/or Materials in an unauthorized manner, and/or otherwise failing to comply with any of the terms and conditions of this Agreement.

You may not alter, repair, modify or adapt any Software or Materials, including, but not limited to, translating, reverse engineering, decompiling, disassembling or creating derivative works from it.

You will inform our client support unit of all errors, difficulties or other problems with the Software of which you become aware. We may make reasonable efforts to fix or provide workarounds for any material errors reported to us and to provide you with support and consultation concerning the Software. Any such efforts, support and consultation will be determined by us, in our sole discretion. You will cooperate with us in the expeditious resolution of such errors, difficulties or other problems by providing us, on request, a listing of input, output and all other data which we may reasonably request in order to reproduce operating conditions similar to those present when such errors, difficulties or other problems were discovered.

Your license to the Software and Materials will terminate automatically if you breach a material term of this Software License section or the license, or if the Services for which you are using the Software are terminated. In addition, in the event of a breach of your confidentiality obligations with respect to the Software, we may seek any remedy provided by law or equity.

Limited Warranty/Disclaimers

You acknowledge that the Software and Materials have not been produced to meet your specific requirements and have not been tested in every possible combination and operating environment. You are responsible for satisfying yourself that the Software and Materials are satisfactory for your purposes.

You further understand and agree that we make no representation concerning the completeness, accuracy, timeliness, operation or performance of the Software and/or Materials or their compatibility with any hardware. You acknowledge and agree that the operation of the Software may not be uninterrupted or error-free and that the Software and Materials are provided on an "AS IS" basis.

We warrant that the Software will substantially conform to the documentation provided with the Software for a period of 30 days after delivery to you, provided that (i) the Software has been used by you in strict compliance with the terms and conditions of this Agreement and the Materials, (ii) the Software has not been modified in any way by you, and (iii) you promptly notify us and reproduce for us any defects, errors or bugs in the Software which result in the Software not substantially conforming to such documentation. In the event that such warranty is breached, we shall, at our option, (i) use reasonable efforts to correct or work around any such defects, errors or bugs or (ii) accept return of the Software and refund any license fees paid by you for the Software.

You agree that the foregoing is your sole and exclusive remedy for breach of warranty and our sole obligation in connection with the performance or operation of the Software and Materials.

Except as specifically stated above and in the Infringement Indemnity subsection below and notwithstanding any other provision in this Agreement or otherwise, we make no representation or warranty, express or implied, written or oral, and, to the full extent permitted by law, disclaim all other warranties including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, regarding the Software, the Materials, and all other property, services or rights covered by this Agreement.

To the extent permitted by applicable law, and except as otherwise provided in this section, we will not be liable for damages of any kind arising out of the provision of, use of, or inability to use, the Software and/or Materials.

You agree that the United Nations Convention on Contracts for the International Sales of Goods will not apply to our provision to you or your use of any Software and/or Materials.

Infringement Indemnity

Notwithstanding your indemnity of us in the "Protection From Third Parties" section of this Agreement and except as otherwise provided in this Agreement, we will defend at our own expense or settle any action brought against you to the extent it is based on a third party claim that your use of the Software and/or Materials provided by us to you pursuant to this Agreement infringe any Berne Convention country copyright or any United States of America or United Kingdom patent, trade secret or trademark of any third party, and we will pay all costs and damages finally awarded in any such action.

Our obligations under this indemnity are subject to (i) prompt notice from you of any such claim or action, (ii) your not having made any admission of liability or agreed to any settlement or compromise, (iii) your providing to us, in a prompt and timely manner, the documents, information and assistance we reasonably request, (iv) our having sole control of defending such claim or action, (v) your having used the current version of the Software and Materials, as provided to you by us, in compliance with the terms and conditions of this Agreement, (vi) your using the Software and Materials only in the manner for which the Software and Materials were designed, (vii) your not modifying the Software and Materials, and (viii) your not incorporating the Software and Materials with products not approved by us. You acknowledge and agree that our obligations under this indemnity are our only obligations to you with respect to any infringement claim in connection with your use of the Software and/or Materials.

Export Controls

You understand and acknowledge that any obligations that we may have to provide Software, any Materials, data, technical assistance, training and related technical data, and any media in which any of the foregoing is contained (all of which shall be collectively referred to as "Data") will be subject in all respects to all applicable laws and regulations as shall from time to time govern the export or diversion of certain products and technology to and from certain countries. You warrant and agree that you will comply in all respects with the export and reexport restrictions applicable to the Data shipped and/or provided to you and that you will comply with all applicable laws and regulations governing the export and diversion of the Data.

CHANGES TO A SERVICE

You may request us at any time to change the processing instructions for a Service. We are not obligated to implement any requested changes until we have had a reasonable opportunity to act upon them. In making changes, we are entitled to rely on requests purporting to be from you. For certain changes, we may require that your requests be in writing, in a form and manner acceptable to us, or be from an authorized person you designate. In addition, certain requests for changes may be subject to our approval.

We may change, add or delete any of the terms, conditions and/or pricing applicable to a Service upon 30 days prior notice to you in writing or by electronic means. Your continued use of or failure to terminate the Service, after the effective date of the change, will indicate your agreement to the change.

COMMUNICATIONS; NOTICES

Any written notice or other written communication to be given under the terms of this Agreement will be addressed to the applicable address specified on the signature page, except as you or we specify otherwise in writing. Notices are effective upon receipt, except as otherwise provided in this Agreement or any Materials.

You agree that we may electronically monitor and/or record any telephone communications with you in those countries which permit that practice. If our records about any such communication are different from yours, our records will govern.

If you choose to use unencrypted electronic mail to initiate payment requests or other instructions or otherwise communicate with us, your use of such electronic mail with respect to a Service will be subject to the terms and conditions of this Agreement and will comply with the applicable User Documentation. In addition, you agree to bear the risk that such electronic mail may be corrupted, modified, garbled or hacked or its confidentiality may be breached by a third party and the risk that we will rely on such mail, which appears to be from you but which is unauthorized, and that such reliance will result in a loss.

CONFIDENTIALITY

We acknowledge that information we obtain from you in connection with a Service we provide to you under the terms of this Agreement may be confidential. We will maintain the confidentiality of such information in accordance with our normal procedures for safeguarding customer information and the policy reflected in the Bank of America Corporation Code of Ethics.

You acknowledge our claim to proprietary rights in the Materials and that the Materials constitute our "trade secrets" or trade secrets of our licensors or vendors. You understand that all Materials are confidential and you will:

- Safeguard the Materials at all times.
- Establish and maintain procedures to assure the confidentiality of the Materials and any password or code subsequently changed by you.
- Use the Materials only for the purposes for which we provide them.
- Notify us promptly by telephone, confirmed in writing, if any Materials are lost or their confidentiality is compromised.

You will not, nor will you allow anyone else to, do any of the following without our prior consent:

- Disclose any Materials to any person or entity, except to your employees and agents with a need to know the Materials.
- Make any copies, in whole or in part, of any Materials in whatever form or medium (electronic, printed or otherwise) in which they may exist from time to time, except as provided in the Software License section of this Agreement.
- Translate, reverse engineer, disassemble or decompile any Software or security devices.

These confidentiality obligations continue after the Service you are using is terminated.

You have sole responsibility for the custody, control and use of all Materials. You agree that no individual will be allowed to initiate a request or other instruction contemplated in this Agreement or to have access to any Materials without proper supervision and strict security controls. If the Service requires use of user identification codes or passwords, we will be fully protected in relying on the correct user identification codes and passwords, as described in the relevant User Documentation.

This section does not limit either party's ability to disclose information (i) that the other party has approved by prior writing for disclosure; (ii) that is disclosed to its professional advisors or auditors; (iii) that becomes public other than through a breach of these confidentiality obligations, (iv) that was in its possession or available to it from a third party prior to its receipt of it in connection with a Service, (v) which is obtained by it from a third party who is not known by it to be bound by a confidentiality agreement with respect to that information, (vi) as required or requested by any securities exchange or regulatory body to which either party is subject or submits or (vii) as otherwise required to be disclosed by law or by legal or governmental process.

In addition, you agree (i) that we may disclose to our offices, affiliates, officers, employees and agents with a need to know any information we obtain about you and (ii) that those offices, affiliates, officers, employees and agents may disclose such information as permitted under the immediately preceding paragraph.

You acknowledge and agree that data processing related to a Service and your associated accounts may take place in countries other than those where you and your accounts with us are located. You further understand that information concerning your relationship with us may be available on our electronic data system both for information management purposes and in order to enable you to benefit from our electronic banking services. You understand and agree that, as a result, your banking relationship information may be available to some of our officers outside the country or countries where you and your accounts are located. You authorize us to transmit your banking relationship information across national borders, notwithstanding the banking secrecy laws of any of the countries involved, as necessary or appropriate to provide a Service.

It is possible that in providing a Service we will transmit information we receive from you in connection with the Service consisting of an individual's bank accounts or other financial data or identifying a living individual ("Personal Data"). We will only transmit Personal Data to our locations, to locations of our affiliates or to others in order to provide a Service. We may contract with others to provide data transmission or storage services to us. In that case, we will require that they treat Personal Data solely in accordance with our instructions. You agree to comply with any directions we may give you from time to time with respect to the Personal Data.

Neither party will use the other's name or refer to the other party directly or indirectly in any solicitation, marketing material, advertisement, news release or other release to any publication without receiving the other party's specific prior written approval for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior oral approval for such use.

This section also does not limit our ability or that of our affiliates to access and use transaction data related to a Service provided to you in connection with the management of our or their business.

These obligations continue after the Service you are using is terminated.

LIMITATION OF LIABILITY

We are liable to you only for actual damages incurred as a direct result of our failure to exercise reasonable care in providing a Service.

In no event will we be liable for any indirect, consequential or punitive loss, damage, cost or expense of any nature or any economic loss or damage, expense and loss of business, profits or revenue, goodwill and anticipated savings, loss of or corruption to your data, loss of operation time or loss of contracts, even if advised of the possibility of such loss, damage, cost or expense.

We will not be responsible for the acts or omissions of you or your officers, employees or agents (including but not limited to the amount, accuracy, timeliness or authorization of any instructions or information from you) or the acts or omissions of any other person

or entity, including but not limited to any clearing house association or processor, any U.S. Federal Reserve Bank or any other country's central bank, any other financial institution or any supplier, and no such person or entity will be deemed our agent.

If you permit any Subsidiary or other person to access one of our Service installations on your premises through use of a remote access software package, we will not be responsible or liable for such Subsidiary or person's use or misuse of our Service or access to accounts owned by you and for which you did not authorize that Subsidiary or person to have access via your installation. We may and will treat all instructions and information received by us through this arrangement as provided by and for the benefit of you and subject to all our rights under this Agreement with respect to a Service.

We will not be liable for and will be excused from any failure or delay in performing our obligations for a Service if such failure or delay is caused by circumstances beyond our control, including any natural disaster (such as earthquakes or floods), emergency conditions (such as war, riot, fire, theft or labor dispute), legal constraint or governmental action or inaction, breakdown or failure of equipment, breakdown of any supplier, or your act, omission, negligence or fault.

We also will not be liable for any failure to act on our part if we reasonably believed that our action would have violated any law, rule or regulation.

PROTECTION FROM THIRD PARTIES

You will indemnify us against and hold us harmless from and defend us against any and all liabilities, claims, costs, expenses and damages of any nature (including legal expenses) arising out of or relating to disputes or legal actions by parties other than you and us concerning a Service. The obligations contained in the preceding sentence will continue after the Service you are using is terminated. This section does not apply to any cost or damage attributable to our gross negligence or intentional misconduct.

RESOLUTION OF DISPUTES

Any dispute or controversy concerning your use of a Service will be decided by binding arbitration conducted in the United States of America (except as you and we expressly agree otherwise) in accordance with the United States Arbitration Act (Title 9, U.S. Code) under the Commercial Arbitration Rules of the American Arbitration Association. Under these procedures, the dispute is submitted to a neutral person for determination in place of a trial before a judge or jury. Judgment upon the award made by the arbitrator may be entered in any court having jurisdiction.

Either you or we may exercise self-help remedies or obtain provisional or ancillary remedies from a court. You or we may exercise or obtain these remedies at any time, even while the arbitration or trial by a judge is pending. By exercising or obtaining any such remedies, neither you nor we waive the right to request that a dispute or controversy be decided by arbitration or trial by a judge.

SEVERABILITY

If any provision of the Agreement or the application of any such provision to any person or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of the Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

WAIVER

No delay or failure to exercise any right or remedy under the Agreement shall be deemed a waiver of such right or remedy. No waiver of a single breach or default under the Agreement shall be a waiver of any other breach or default. Any waiver under the Agreement must be in writing.

YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant to us on and as of each day on which we provide a Service to you that (i) the Agreement constitutes your duly authorized, legal, valid, binding and enforceable obligation; (ii) your performance of your obligations will not violate any law, regulation, judgment, decree or order applicable to you or facilitate illegal transactions, for example those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq.; (iii) the debiting of any account as provided in the Agreement is not inconsistent with any restriction on the use of that account; (iv) all approvals and authorizations required to permit the execution, delivery, performance and consummation by you of the Agreement and the transactions contemplated under the Agreement have been obtained, including but not limited to due authorization from each applicable third party to allow you to transfer funds and access information from such party's account; and (v) there is no lawsuit, tax claim or other dispute pending or threatened against you which, if lost, would impair your financial condition or ability to pay us under the terms of this Agreement.

AGREEMENT

The Agreement constitutes and represents the entire agreement between you and us regarding a Service we provide to you anywhere in the world and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature (including requests for proposals and other sales material), whether oral or written, between the parties relating to a Service.

The Agreement controls in the event of any conflict between it and any relevant User Documentation, any other document or written or oral statement.

The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. The Agreement is not for the benefit of any other person, and no other person shall have any right under the Agreement against you or us. Nothing contained in the Agreement shall create any agency, fiduciary, joint venture or partnership relationship between you and us.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as of the Effective Date, by its duly authorized officer(s).

COMPANY

FIA CARD SERVICES, N.A., a Bank of America Company

(COMPANY'S LEGAL NAME)

By: _____
(Signature)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

By: _____
(Signature)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Address for Notices:

Address for Notices:

RESOLUTION 2014-190

WHEREAS, the City of Grand Island advertised a request for proposal for a Credit Card Solution; and

WHEREAS, the City received and reviewed proposals from vendors; and

WHEREAS, Bank of America is the vendor recommended to provide a credit card solution; and

WHEREAS, the proposed contract will provide a rebate as is defined in the contract; and

WHEREAS, the proposed contract has been reviewed and approved by the City Attorney's office; and

WHEREAS, to approve the contract with Bank of America and any resolution or parts of resolution in conflict herewith be, and hereby are, repealed.

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 approve the contract with Bank of America and the Mayor is hereby authorized and directed to execute such documents on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 8, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 3, 2014	☐ City Attorney



City of Grand Island

Tuesday, July 8, 2014

Council Session

Item I-2

**#2014-191 - Consideration of Forgiving Liens on Real Property
Located at 808 West 5th Street**

Staff Contact: Robert J. Sivick, City Attorney

Council Agenda Memo

From: Robert J. Sivick, City Attorney

Meeting: July 8, 2014

Subject: Consideration of Forgiving Liens on Real Property
Located at 808 West Fifth Street

Item #'s: I-2

Presenter(s): Robert J. Sivick, City Attorney

Background

On June 20, 1990 the late Juanita Roman entered an agreement with the City of Grand Island (City) to receive a fifteen thousand dollar rehabilitation loan to improve her house located at 808 West Fifth Street in Grand Island (Property). The terms of that agreement were the loan would have to be repaid once ownership of the Property transferred from anyone but Ms. Roman or her sons, Robert and Francisco. A lien was placed on the Property memorializing the City's interest which serves to insure the lien is repaid before anyone other than the persons stated above may acquire clear title to the Property.

Ms. Roman passed away on December 30, 2001. Pursuant to the terms of the Joint Tenancy Warranty deed executed on March 20, 1997, Ms. Roman's sons, Robert and Francisco Roman became owners of the Property.

Since Ms. Roman's death the Property has been largely vacant and its physical state has deteriorated considerably. In March, 2014 William Ziller approached City staff to inquire about acquiring the Property for rehabilitation.

Discussion

The main barrier to Mr. Ziller's acquisition of the Property is the five liens totaling \$15,595.00. Before he can acquire clear title to the Property those liens must be paid to the City. In that case it would no longer be economically feasible for Mr. Ziller to acquire and rehabilitate the Property due to the large initial expense for clearing title.

City Legal and Finance staff reviewed the problem and the proposed solution before you for consideration is Resolution 2014-191. Approving the Resolution will forgive the liens against the Property. In conjunction with Resolution 2014-191 but not before the Council

for consideration, is a Memorandum of Understanding (MOU) between William and Julie Ziller (Prospective Buyers) and Robert and Francisco Roman (Prospective Sellers). The MOU essentially sets forth that the Roman brothers will convey the Property to the Zillers for One Dollar contingent upon the Grand Island City Council (Council) forgiving the liens on the Property.

There is an element of risk in this matter as the City is not a party to the MOU and if either party violates the terms of that document, any remedy would have to be undertaken by the Zillers or Romans as a private civil matter. However, the City Legal and Finance Departments and the Administration consider the risk to be acceptable. If the Council approves Resolution 2014-191 the process of the Zillers acquiring the property may commence and hopefully culminate in the rehabilitation of the Property which will enhance the livability and real estate values in the neighborhood and the City as a whole. If either party violates the terms of the MOU the Property will not be rehabilitated and inevitably will be condemned and leveled at taxpayer expense. In either scenario the City will not receive the monies due it pursuant to the liens. Taking the risk of forgiving the liens makes rehabilitation possible even probable which makes such a risk acceptable since the benefits of rehabilitation are so great.

Alternatives

It appears that 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.

Recommendation

The City Administration recommends the Council approve Resolution 2014-191 forgiving the liens attached to the real property commonly known as 808 West Fifth Street, Grand Island, Hall County, Nebraska.

Sample Motion

Move to approve Resolution 2014-191 forgiving the liens attached to the real property commonly known as 808 West Fifth Street, Grand Island, Hall County, Nebraska.

HOMEOWNER SELF-HELP/OWNER-CONTRACTOR

This AGREEMENT made this 20th day of June, 1990, by and between the Grand Island Community Development Agency, hereinafter called "CDA" and Juanita Roman hereinafter called "Homeowner".

ARTICLE 1 - THE CONTRACT AMOUNT

Tony Roman
Lj 5th

The funds loaned shall be used by Borrower solely for the purpose of rehabilitation of a dwelling located at 808 East 8th Street legally described as Lot 7, Block 4, Evan's Addition. The rehabilitation is to be in accordance with specifications approved by the City, or for such other purposes as the City and Borrower may from time to time agree in writing.

<u>Mike Galvan Construction</u>	<u>Northside Sheetmetal</u>
<u>Ensley Electric</u>	
<u>Sanitary Plumbing</u>	

1. The homeowner shall be responsible for all bids and to coordinate all materials, suppliers, and

contractors necessary to complete all the rehabilitation work required by the CDA.

2. The homeowner must submit copies of all materials and contractors proposals before any work is started.
3. Rehabilitation loan proceeds will not be used to pay for labor performed solely by the homeowner or his/her immediate family.

ARTICLE 4 - TIME OF COMPLETION

The work to be performed under this contract shall be commenced within thirty (30) days and shall be completed not later than September 1, 1990. It is the sole responsibility of the Homeowner to coordinate and schedule the work for commencement and completion within the above stated dates. Extension of time may, or may not, be authorized in writing by CDA at their discretion. CDA may, at its discretion and upon thirty (30) days notice to the Homeowner, complete the work as outlined in attached specifications and bill the owner for labor and materials.

ARTICLE 5 - CITY CODE REQUIREMENTS

The Homeowner understands and agrees that the work must comply with applicable requirements of the Grand Island City Code regarding building permits and inspections; and that once the work is completed, the Homeowner must obtain all necessary certificates of completion from the City. All the work must be further inspected and approved by CDA prior to payment.

ARTICLE 6 - CDA DISCLAIMER OF LIABILITY

The Homeowner understands and agrees that CDA neither has nor will have any obligation, legal or otherwise, in connection with the work performed, or materials or equipment furnished under this contract.

The Homeowner further understands and agrees that any warranties or guarantees of the work and materials must be obtained by the Homeowner and that CDA is not responsible in any way for the quality of such work and materials. The inspections conducted by CDA are solely for the benefit of CDA. Homeowner must completely and thoroughly conduct his/her own inspection of all work performed and materials installed, and cannot rely in any manner on inspections conducted by CDA.

ARTICLE 7 - LEAD BASED PAINT

The Homeowner shall remove or cause to be removed any

Owner/General Contractor:

Juanita Roman
808 East 5th Street
Grand Island, NE CD89-3

ATTACHMENT #1

Mike Galvan Construction	\$10,150.00
Ensley Electric.....	\$ 543.00
Sanitary Plumbing.....	\$ 2,050.00
Northside Sheetmetal.....	\$ 1,253.00

Subtotal.....\$13,996.00

Owner's materials:

Johnson-Cashway estimates	1,004.00
Surewall	
Vanity & sink, faucets	
2 Steel doors	
2 Storm doors	
Building Permit	

TOTAL.....\$15,000.00

NOTICE OF RIGHT TO CANCEL

YOUR RIGHT TO CANCEL

You are entering into a transaction that will result in a mortgage, deed of trust, lien or other security interest on your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

1. the date of your transaction, which is June 20, 1990, or
2. the date you received your Truth in Lending disclosure; or
3. the date you received this notice of your right to cancel.

If you cancel the transaction, the mortgage, deed of trust, lien or other security interest is also cancelled. Within 20 calendar days after we received your notice, we must take the steps necessary to reflect the fact that the mortgage, deed of trust, lien or other security interest on your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

HOW TO CANCEL

If you decide to cancel this transaction, you may do so by notifying us in writing, at

CITY OF GRAND ISLAND, COMMUNITY DEVELOPMENT AGENCY, 2ND & PINE,
GRAND ISLAND, NEBRASKA

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of June 23, 1990 (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL

Customer's Signature

Date

I acknowledge receipt of two copies of this Notice of Right to Cancel.

T

Customer's Signature

6/20/90

Date

Larry Roman

Witness

6/20/90

Date

NOTICE TO PROCEED

To: Juanita Roman
808 East 5th Street
Grand Island, NE 68801

From: Community Development Agency
City Hall - 2nd & Pine
Grand Island, NE 68801

RE: Property located at 808 East 5th Street

You are hereby notified to proceed with the rehabilitation work on your property as agreed to and set out in the Contract executed on June 20, 1990.

Work is to begin within 30 days of the below listed date.

June 23, 1990
Date

Lauren Janssen
CDA Representative

REQUEST FOR CONSTRUCTION CHANGE

OWNER Juanita Roman # 1
ADDRESS 808 East 5th Street Project # CD89-3
CONTRACTOR Self-Help; Sub-contractor: Mike Galvan Construction
DATE OF CONTRACT 6/19/90 CHANGE DATE 7/9/90

The following changes are authorized in the above identified contract:

Change size of front porch from 26' x 6' to 8' x 6',
method of construction to be the same except new roof
will be constructed above porch. (\$1,000)

Construct roof and walls over basement stairway.
Cost of construction to be paid by owner and will
be \$1,000. Owner will donate some labor towards
project.

Frame in doorway and install floor on rear basement
stairporch, shingle new section same as existing, frame
in for ceiling. \$1,000

Total self-help contract \$15,000

Allocated as follows:

Mike Galvan Construction	\$10,150
Ensley Electric	\$ 543
Sanitary Plumbing	\$ 2,050
Northside Sheetmetal	\$ 1,253

Owners cost as of this change order: \$1,000 (Payable to Mike Galvan Construction)

Signed: Robert S Roman
(property owner)
for Juanita Roman

Mike Galvan
(sub-contractor)

7-9-90

Date

Laurene Janssen
(Community Development Representative)

REHABILITATION
CERTIFICATION OF COMPLETED AGREEMENT

Juanita Roman RE CD89-3
NAME

808 East 5th Street
ADDRESS

Source of Funds:
Def. payment \$ 15,000
Personal \$ 2,228
Grant \$ -0-

This is to certify that the agreement on the above loan/grant has been satisfactorily completed.

X
Juanita Roman

Robert S Roman
Robert Roman

Laurel Jansen
Community Development Agency

September 28, 1990
Date

*owner needs to finish
bathroom & kitchen*

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48.03% Pages 1 to 2

Template: DEEDS

Inst Number
90105294

LFImages > Deeds > Deeds By Year > 1990 > 90105294

90-105294

REAL ESTATE LIEN

WHEREAS, Juanita Roman, a single person (hereinafter usually referred to as "Homeowner") whether one or more has entered into a certain written AGREEMENT TO REHABILITATE REAL PROPERTY dated the 20th day of JUNE, 1990, with the City of Grand Island, Nebraska, a municipal corporation (hereinafter usually referred to as "City") acting through its Community Development Agency, for rehabilitation of a dwelling on premises owned by Homeowner which is hereinafter described, and for the granting by City to Homeowner of Federal Funds in the amount of FIFTEEN THOUSAND DOLLARS (\$15,000.00) to be applied in payment of the cost of such rehabilitation and

WHEREAS, Homeowners have, among other things agreed:

(a) to repay such amount or, as the case may be, a part thereof to City and

(b) to execute and deliver to City an instrument in recordable form granting to City a lien on the premises to secure such

NOW THEREFORE, in consideration of such AGREEMENT with City, Juanita Roman does hereby grant to the CITY OF GRAND ISLAND, NEBRASKA a Municipal Corporation, its successors and assigns, a lien upon the following described real estate situated in Hall County, Nebraska:

Lot 7, Block 4, Evan's Addition,

an addition to the City of Grand Island, Nebraska, according to the record plat thereof.

to secure repayment to the City of Grand Island, Nebraska, its successors and assigns, of the amount of the grant hereinabove referred to or, as the case may be, a part thereof in accordance with the terms and conditions set forth in the AGREEMENT TO REHABILITATE REAL PROPERTY to which reference is made hereinabove.

The lien herein granted shall run with the premises until such time as title to the property is transferred to another owner, other than Frank Roman or Robert Roman, or both, and six sons of Juanita Roman. At this time, the entire amount of the lien shall become due and payable.

Dated this 20th day of June, 1990.

Tony Roman
Tony Roman, Witness

Juanita Roman, Owner

STATE OF NEBRASKA)
County of Hall) ss

On this 20th day of June, 1990, before me, the undersigned, duly commissioned and acting in and for such county, personally appeared Tony Roman and Juanita Roman, known to me to be the identical persons whose signatures are affixed to the foregoing instrument, and they acknowledge the execution of such instrument to be their own voluntary act and deed.

In witness whereof, I have hereunto set my official hand and seal the date last written above.



Dan R. Burtner
Notary

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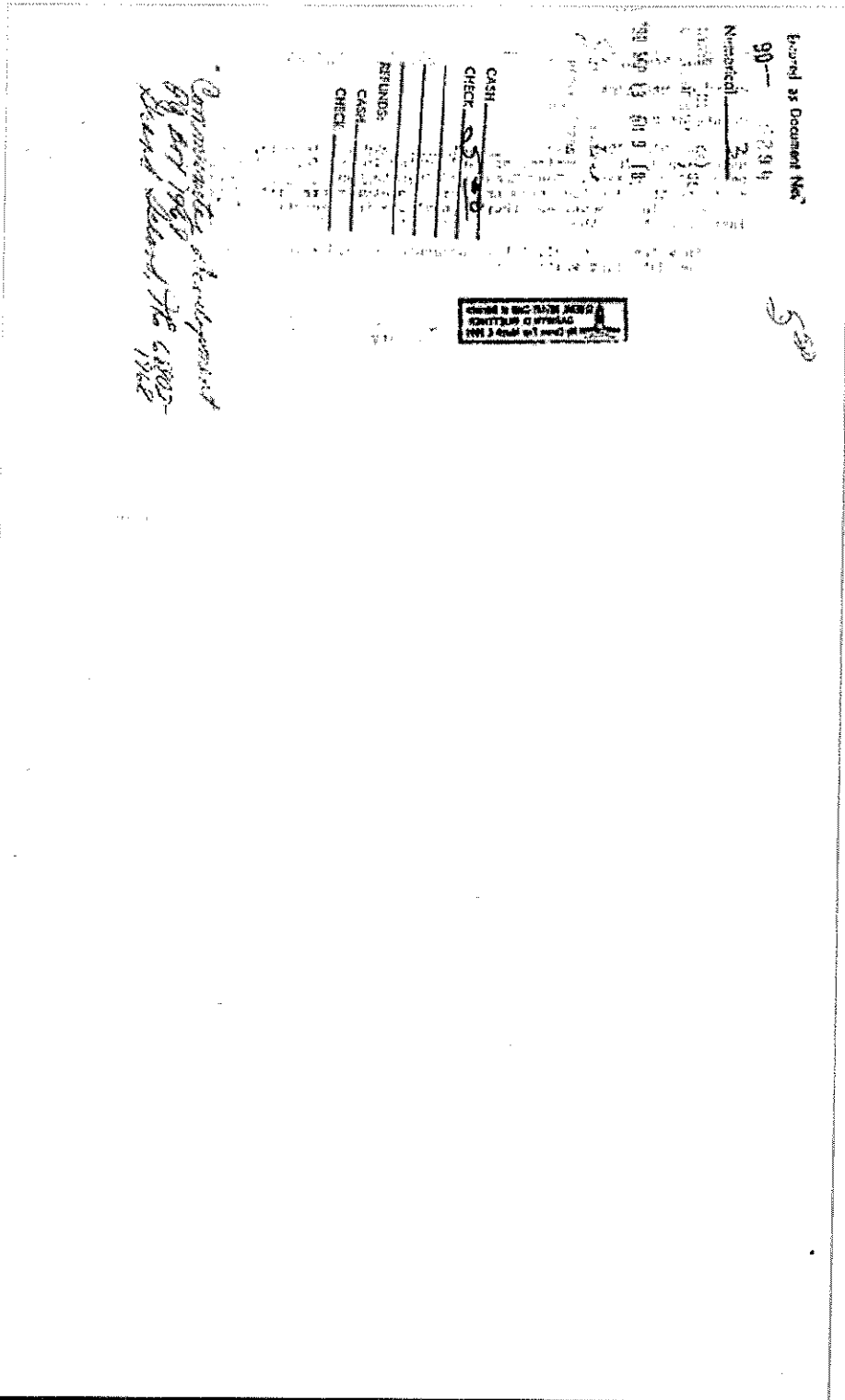
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90105294

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This copy is registered to: Hall County

Page 112 / 131

*Robert Roman
88 E St
Grand Island, NE 68801*

CASH _____
CHECK _____
CHECK _____
CHECK _____
CHECK _____
CHECK _____
CHECK _____
CHECK _____
CHECK _____
CHECK _____

[Signature]
REG. OF DEEDS

97 SEP 19 PM 4 09

STATE OF NEBRASKA)
COUNTY OF HALL) SS

Entered as Document No.
97-107809

AFFIDAVIT

STATE OF NEBRASKA)
COUNTY OF HALL) ss.

Affiant, JUANITA ROMAN, after being first duly sworn on oath, deposes and states as follows:

1. That Affiant is the surviving spouse of RUFINO ROMAN, who died February 28, 1982, as shown by the certified copy of the Decedent's death certificate attached hereto as Exhibit "A" and by this reference incorporated herein.

2. That Affiant and the said RUFINO ROMAN were husband and wife on the date of the Decedent's death on February 28, 1982, and were on said date the sole owners as joint tenants with right of survivorship, not tenants in common, of the real estate located at 808 East 5th Street, Grand Island, Nebraska, and legally described as follows:

Lot Seven (7), Block Four (4), in Evans Addition to the City of Grand Island, Hall County, Nebraska.

3. That by virtue of the survivorship of Affiant, Affiant became the sole owner of the above described property on Decedent's death.

4. That this Affidavit is given as evidence that pursuant to Neb.Rev.Stat. section 77-2003 (1983 Supp.), no inheritance tax lien arising due to the death of the Decedent can attach to the above described real estate and that pursuant to Neb.Rev.Stat. section 77-2012 (1983 Supp.), no Nebraska estate tax lien arising due to the death of the Decedent can attach to the above described property.

FURTHER AFFIANT SAYETH NOT.

Dated March 20, 1997.

X
JUANITA ROMAN (Her Mark)

This Affidavit is signed by JUANITA ROMAN, by making her mark, she being unable to write her name, and sealed and delivered by her after the nature of the above written instrument had first been read over to her, in the presence of JOHN M. CUNNINGHAM and REGINA R. OLSEN.



[Signature]
JOHN M. CUNNINGHAM, Witness
[Signature]
REGINA R. OLSEN, Witness

SUBSCRIBED AND SWORN to before me this 20th day of March, 1997.

[Signature]
Notary Public

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Inst Number
200805024

ENTERED AS INSTRUMENT NO 0200805024	
STATE OF NEBRASKA) COUNTY OF HALL) SS	
2008 JUN 11 PM 2 29	
Fidelity Financial REC OF DEEDS	
CASH \$19.50	
CHECK	
REFUNDS:	
CASH	
CHECK	
Return to: Ranee Edwards City Clerk 100 East First Street Grand Island NE 68801	
200805024	
* This Space Reserved for Register of Deeds *	

ORDINANCE NO. 9171

29.50


An ordinance levying a special tax to pay the cost to the City of cutting, destroying, and removing weeds, grasses, or worthless vegetation, pursuant to Sections 17-36 and 17-38 of the Grand Island City Code upon certain lots and pieces of ground; providing for the collection thereof; repealing ordinances or parts of ordinances in the Grand Island City Code in conflict herewith; and providing for the publication and effective date of this ordinance.

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

SECTION 1. A special tax is hereby levied for the cost of cutting, destroying, and removing weeds, grasses, or worthless vegetation upon the hereinafter described lots and pieces of ground during the 2007 season in proportion to the special benefits to such real estate as determined and assessed by the City Council sitting as a Board of Equalization after due notice thereof, in the following amounts:

Owner	Location	Legal Description	Total
Marita Roman Life Estate Robert S & Frank S Roman 808 E 5th St Grand Island, NE 68801	808 E 5th St	Evans Addition Lot 7, Block 4	250.00

Approved as to Form
June 9, 2008


City Attorney

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Inst Number
200805024

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ORDINANCE NO. 9171 (Cont.)

200805024

Ronald L Hulme PO Box 33 Miller, NE 68858	616 E Yund	Union Pacific Railway 2nd Add Lot 7, Block 145	265.00
Washington Mutual Bank 2210 Enterprise Drive Florence, SC 29501	1304 W North Frost St	Bonnie Brac Sub Lot 10, Block 13	100.00
The CIT Group 715 S Metropolitan Ave Oklahoma City OK 73108	2316 N Lafayette	College Add to West Lawn Lots 7 and 9, Block 10	275.00
Bank of New York, Trustee/Countrywide 7165 Corporate Drive Plano TX 75024	936 S Kimball	Hawthorne Place Lot 45	125.00
Secretary of Housing & Urban Development 501 Marquette Ave Minneapolis MI 55402	1115 S Pine	Vantine's Sub S 1/2, W 1/2 of E270' Lot 12	125.00
CITIFINANCIAL INC 1111 Northpoint Bldg 4 Ste 100 Coppell TX 75019	814 S Clausen Ave	Clausen Country View Add Lot 3, Block 3	155.00
Vanguard Properties LLC 3811 - 29th Ave Ste 5 Kearney, NE 68845 Pathway Bank PO Box 428 Cairo NE 68824	4016-4022 Northview Dr	Northview 1st Sub Lot 4, Block 1 Northview 3rd Sub Lot 3	125.00
Roger R & JoAnne K Hamie 7538 Sky Park Rd Grand Island, NE 68801 Franklin Credit Management Six Harrison St New York NY 10013	331 Hall St	Buena Vista Sub Lot 126	90.00
Household Finance Corporation III 636 Grand Regency Blvd Brandon FL 33510	304 E 11th St	Russell Wheeler's Addition Lot 6, Block 38	140.00
Secretary of Housing & Urban Development 10909 Mill Valley Rd Omaha NE 68154	504 E 10th St	Russell Wheeler's Addition Lot 6, Block 32	205.00
Deutsche Bank National Trust 7255 Bay Meadows Way Jacksonville FL 32246	112 W Oklahoma	South Grand Island Sub W 1/2 Lot 4, Block 5	110.00
Andy Nelson/Nelson Enterprises Inc/AC 11818 L Street	400 Industrial Lane	Commercial Industrial Park Sub Lot 6	100.00

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ORDINANCE NO. 9171 (Cont.)

200805024

Omaha, NE 68109 Secretary of Housing & Urban Development 501 Marquette Ave Minneapolis MI 55402	107 E 12th St	Russell Wheeler's Addition Lot 4, Block 40	125.00
Rodriguez International Holdings Inc Attn: Carlos Rodriguez 2635 O Street Lincoln, NE 68510 Thomas Pank, Trustee 406 N 130th Suite 101 Omaha NE 68144	423 W 4th St	Original Town Lot 4, Block 39	115.00
Bank of New York, Trustee/Countrywide 7105 Corporate Drive Plano TX 75034	418 E 18th Street	Morris 5th Addition E 37' Lot 10 & W 43' Lot 11 Block 8	110.00

SECTION 2. Such special tax shall be due and payable to the City thirty (30) days after such levy and shall become delinquent fifty (50) days after such levy. After the same shall become delinquent, interest at the rate of 14 percent (14%) per annum shall be paid thereon. The same shall be collected in the same manner as other city taxes.

SECTION 3. Such special taxes shall be collected by the Finance Director of the City of Grand Island, Nebraska, as provided by law.

SECTION 4. Such special taxes, if not previously paid, shall be certified to the County Clerk at the same time as the next certification for general revenue purposes.

SECTION 5. Such special taxes, when received, shall be applied to reimburse the general fund.

SECTION 6. All ordinances or parts of ordinances or provisions in the Grand Island City Code in conflict herewith be, and the same hereby are, repealed.

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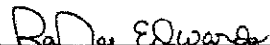
ORDINANCE NO. 9171 (Cont.)

SECTION 7. 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: June 10, 2008.


Margaret Hornady, Mayor

Attest:


RaNaë Edwards, City Clerk



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200905327

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ENTERED AS INSTRUMENT NO. 0200905327

STATE OF NEBRASKA
COUNTY OF HALL } SS

2009 JUL 1 AM 9 58
Kathy Hancock
REG OF DEEDS

CASH 1800
CHECK _____

REFUNDS:
CASH _____
CHECK _____

Return to:
Ranae Edwards
City Clerk
100 East First Street
Grand Island NE 68801

200905327

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ORDINANCE NO. 9223

An ordinance levying a special tax to pay the cost to the City of removing nuisances, cutting, destroying, and removing weeds, grasses, or worthless vegetation, pursuant to the Grand Island City Code upon certain lots and pieces of ground; providing for the collection thereof; and providing for the publication and effective date of this ordinance.

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

SECTION 1. A special tax is hereby levied for the cost of removing nuisances, cutting, destroying, and removing weeds, grasses, or worthless vegetation upon the hereinafter described lots and pieces of ground during the 2008 season in proportion to the special benefits to such real estate as determined and assessed by the City Council sitting as a Board of Equalization after due notice thereof, in the following amounts:

Name/Address	Location	Description	Assessment
Juanita Roman Life Estate Robert S. and Frank S. Roman 808 E. 5 th Street Grand Island, NE 68801	808 E. 5 th Street	Lot 7, Block 4, Evans Addition, City of Grand Island, Hall County, Nebraska	\$115.00

Approved as to Form
June 29, 2009
City Attorney

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ORDINANCE NO. 9223 (Cont.)

200905327

Ronald L. Hulme PO Box 33 Miller, NE 68858	616 E. Yund	Lot 7, Block 145, Union Pacific Railway 2 nd Addition, City of Grand Island, Hall County, Nebraska	\$240.00
Liobardo Rivera & Efrain Lazarin c/o MGC Mortgage Inc. 7195 Dallas Parkway Plano, TX 75024	1213 N. Cherry	Lot 4, Block 2, George's Loan Subdivision, City of Grand Island, Hall County, Nebraska	\$125.00
Warren G & Ruth Alleen Bosley c/o Matthew M. Bosley Cons 1212 15 th Street Lincoln, NE 68502	1515 W. 1 st Street	Lot 3, Block 20, Kernohan & Decker's Addition, City of Grand Island, Hall County, Nebraska	\$100.00
Franklin Credit Management 101 Hudson St., Fl 6 Jersey City, NY 073021	331 E. Hall Street	Lot 126, Buena Vista Subdivision, City of Grand Island, Hall County, Nebraska	\$115.00
M & L Investments LLC 1819 N. Custer Avenue Grand Island, NE 68803	917 th W. 12 th Street	S12 th of Lot 4, Block 49, Russell Wheeler's Addition, City of Grand Island, Hall County, Nebraska	\$105.00

SECTION 2. Such special tax shall be due and payable to the City thirty (30) days after such levy and shall become delinquent fifty (50) days after such levy. After the same shall become delinquent, interest at the rate of 14 percent (14%) per annum shall be paid thereon. The same shall be collected in the same manner as other city taxes.

SECTION 3. Such special taxes shall be collected by the Finance Director of the City of Grand Island, Nebraska, as provided by law.

SECTION 4. Such special taxes, if not previously paid, shall be certified to the County Clerk at the same time as the next certification for general revenue purposes.

SECTION 5. Such special taxes, when received, shall be applied to reimburse the general fund.

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.

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ORDINANCE NO. 9223 (Cont.)

200905327

Enacted: June 30, 2009.


Margaret Hornady, Mayor

Attest:


RaNae Edwards, City Clerk



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ENTERED AS INSTRUMENT NO
0201002830

STATE OF NEBRASKA)
COUNTY OF HALL) SS

2010 APR 28 PM 3 45
Kathy Hancock
REC OF DEEDS

CASH 22.00
CHECK _____
REFUNDS: _____
CASH _____
CHECK _____

City Clerk
100 E. 18th St.
Grand Island, NE 68801

201002830

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ORDINANCE NO. 9260

22.00

An ordinance levying a special tax to pay the cost to the City of cutting, destroying, and removing weeds, grasses, or worthless vegetation, pursuant to Sections 17-50 thru 17-52 of the Grand Island City Code upon certain lots and pieces of ground; providing for the collection thereof; repealing ordinances or parts of ordinances in the Grand Island City Code in conflict herewith; and providing for the publication and effective date of this ordinance.

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

SECTION 1. A special tax is hereby levied for the cost of cutting, destroying, and removing weeds, grasses, or worthless vegetation upon the hereinafter described lots and pieces of ground during the 2009 season in proportion to the special benefits to such real estate as determined and assessed by the City Council sitting as a Board of Equalization after due notice thereof, in the following amounts:

Owner	Location	Legal Description	Total
Martin Cortez 1304 Geddes Street Grand Island, NE 68801	1304 N. Geddes	Frank P Barks Sub. No 3 Lot 46	\$216.50
M & L Investments LLC	917 1/2 W. 12th Street	Russel Wheeler's Addition	117.50

Approved as to Form
April 28, 2010
City Attorney

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201002830

ORDINANCE NO. 9260 (Cont.)

1819 N. Custer Avenue Grand Island, NE 68803		S 52' of Lot 4 Block 49	
William E. McIntosh Thomas Wroblewski 610 N. Darr Avenue #109 Grand Island, NE 68803	1823 N. Lafayette	Scarff's Addition to West Lawn Lot 8 Block 16	115.00
Jose Moran PO Box 1442 Grand Island, NE 68802	409 E. 13 th Street	Wheeler & Bennett's 2 nd Addition Lot 4 Block 64	75.00
Nelsen Enterprises Inc/AC C Clifton Nelsen Etal Trustees 11818 L Street Omaha, NE 68100	400 Industrial Lane	Commercial Industrial Park Sub. Lot 6	175.00
Jason D. Parminter 2720 N. Webb Road Grand Island, NE 68803	712 W. 15 th Street	Schimmer's Addition Lot 9 Block 14	110.00
Delno L. Pedersen, Deceased Michael S. Pedersen, Heir 2325 N. Lafayette Avenue Grand Island, NE 68803	618 S. Elm Street	Wiche's Addition S 1/4 of N 1/4 Lot 8 Block 9	185.00
Juanita Roman Life Estate Robert S. & Frank S. Roman 808 E. 5 th Street Grand Island, NE 68801	808 E. 5 th Street	Evans Addition Lot 7 Block 4	115.00
	808 E. 5 th Street	Evans Addition Lot 7 Block 4	115.00
Gonzalo Soto 224 E. 4 th Street Grand Island, NE 68801	503 E. 5 th Street	Nagy's Addition Lot 4 Block 26	151.25
Gary E. & Mary G. Valasek 4321 Michigan Avenue Grand Island, NE 68803	4223 Shanna Street	Western Heights 6 th Sub. Lot 1	75.00
	1508 Independence Avenue	American Independence Sub. Lot 8	85.00
	1604 Lariat Lane	American Independence Sub. Lot 2	85.00
Vanguard Properties LLC 3811 29 th Avenue, Ste. 5 Kearney, NE 68845	4016 Northview Drive	Northview 3 rd Sub. Lot 3	115.00
James J. Wiltgen PO Box 1835 Kearney, NE 68838	2210 N. Webb Rd.	Grand Island Mall 15 th Sub. Lot 1	750.00

SECTION 2. Such special tax shall be due and payable to the City thirty (30) days after such levy and shall become delinquent fifty (50) days after such levy. After the same

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201002830

ORDINANCE NO. 9260 (Cont.)

shall become delinquent, interest at the rate of 14 percent (14%) per annum shall be paid thereon.
The same shall be collected in the same manner as other city taxes.

SECTION 3. Such special taxes shall be collected by the Finance Director of the City of Grand Island, Nebraska, as provided by law.


SECTION 4. Such special taxes, if not previously paid, shall be certified to the County Clerk at the same time as the next certification for general revenue purposes.

SECTION 5. Such special taxes, when received, shall be applied to reimburse the general fund.

SECTION 6. All ordinances or parts of ordinances or provisions in the Grand Island City Code in conflict herewith be, and the same hereby are, repealed.

SECTION 7. This ordinance shall be in force and take effect from and after its passage and publication within fifteen days in one issue of the *Grand Island Independent* as provided by law.

Enacted: April 27, 2010.


Margaret Hornady, Mayor

Attest:


RaNae Edwards, City Clerk



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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) by and between William Ziller and Julie Ziller (Prospective Buyers) and Robert Roman and Francisco Roman (Prospective Sellers) memorializes the understanding of the parties as follows:

I.

This MOU addresses the terms regarding the potential purchase of real estate by the Prospective Buyers from the Prospective Sellers commonly known as 808 West Fifth Street, Grand Island, Hall County, Nebraska and more particularly known as:

Lot Seven (7), Block Four (4) of the Evans Addition to the City of Grand Island, Hall County, Nebraska. (Real Estate)

II.

The Prospective Sellers are the owners in joint tenancy of the Real Estate.

II.

The Prospective Sellers will convey title to the Real Estate to the Prospective Buyers in exchange for consideration in the amount of One Dollar (\$1.00) contingent upon the Grand Island City Council (Council) as the governing body of the City of Grand Island forgiving the following liens against the Real Estate:

- A. A lien in the amount of Fifteen Thousand Dollars (\$15,000.00) along with any accrued interest for a property rehabilitation loan as evidenced by Hall County Register of Deeds instrument number 90-105294;
- B. A lien in the amount of Two Hundred and Fifty Dollars (\$250.00) along with any accrued interest for the removal of weeds, grasses, or worthless vegetation as evidenced by City of Grand Island Ordinance 9171 and Hall County Register of Deeds instrument number 0200805024;
- C. A lien in the amount of One Hundred and Fifteen Dollars (\$115.00) along with any accrued interest for the removal of weeds, grasses, or worthless vegetation as evidenced by City of Grand Island Ordinance 9223 and Hall County Register of Deeds instrument number 0200905327; and
- D. Two (2) separate liens each in the amount of One Hundred and

Fifteen Dollars (\$115.00) for a combined amount of Two Hundred and Thirty Dollars (\$230.00) for the removal of weeds, grasses, or worthless vegetation as evidenced by City of Grand Island Ordinance 9260 and Hall County Register of Deeds instrument number 0201002830.

III.

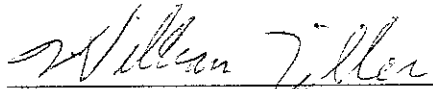
The Prospective Sellers will convey title to the Real Estate to the Prospective Buyers within thirty (30) days of the Council forgiving the liens listed in the second paragraph of this MOU.

IV.

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


WITNESS our hands this 23rd of June, 2014.


PROSPECTIVE BUYERS:


William Ziller


Julie Ziller

PROSPECTIVE SELLERS:


Robert Roman


Francisco Roman

RESOLUTION 2014-191

WHEREAS, on June 20, 1990 the City of Grand Island entered an Agreement with the late Juanita Roman to provide her a Fifteen Thousand Dollar (\$15,000.00) rehabilitation loan to improve the real property commonly known as 808 West Fifth Street, Grand Island, Hall County, Nebraska; and

WHEREAS, the City placed a lien on the aforementioned real property conditioning repayment of the rehabilitation loan upon the real property being conveyed to anyone other than Juanita Roman or her sons Robert Roman and Francisco Roman; and

WHEREAS, the City placed four additional liens on the aforementioned real property for mowing high grass totaling Five Hundred and Ninety-Five Dollars (\$595.00) as evidenced by Ordinances 9171, 9223, and 9260; and

WHEREAS, since Juanita Roman's death in 2001, the aforementioned real property has deteriorated to where condemnation and leveling the structure is likely to occur without rehabilitation; and

WHEREAS, the City has been approached by William Ziller who is interested in acquiring and rehabilitating the aforementioned real property but is economically unable to do so as long as the aforementioned liens are in effect; and

WHEREAS, it is in the best interests of the City to forgive the aforementioned liens along with any accrued interest so the aforementioned real property can be acquired and rehabilitated by William Ziller.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City forgives the aforementioned liens along with any accrued interest on the real property commonly known as 808 West Fifth Street, Grand Island, Hall County, Nebraska.

Adopted by the City Council of the City of Grand Island, Nebraska, July 8, 2014.

Jay Vavricek, Mayor

ATTEST:

RaNae Edwards, City Clerk

Approved as to Form	by _____
July 3, 2014	City Attorney



City of Grand Island

Tuesday, July 8, 2014

Council Session

Item I-3

#2014-192 - Consideration of Designating No Parking on Both Sides of Stolley Park Road, from US Highway 281 to South Locust Street

Staff Contact: John Collins PE - Public Works Director

Council Agenda Memo

From: John Collins PE, Public Works Director

Meeting: July 8, 2014

Subject: Approving Designation of No Parking on Both Sides of Stolley Park Road, from US Highway 281 to South Locust Street

Item #'s: I-3

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

Background

Construction of Stolley Park Road was completed in two parts; (South Locust to Blaine) in 1978 and (Blaine to Hwy 281) in 1983 using funds from the Department of Roads. Stolley Park Road was constructed as a four lane arterial route, but the road has only functioned as a two lane street. Traffic volume is continuing to increase from 7,390 ADT in 1978 to current counts reaching around 12,500, and substantially more during special events.

The City has received a number of complaints, including:

- Vehicles using the outside parking lane to pass;
- Vehicles driving on the outside parking lane as though it was a travel lane;
- Vehicle/pedestrian hazards at Stolley Park Elementary and Barr Middle School;
- Vehicle/pedestrian hazards along Stolley Park Road as vehicles drive along the parking lanes;
- Speeding;
- Vehicles running the traffic signal at Blaine Street;
- The Stolley Park driveway creates a hazard as it connects at the intersection of Stolley Park Road and Park Drive;
- Numerous rear end collisions from turning traffic.

The Department of Public Works has studied the issues and verified the complaints. Running the signal is an enforcement issue only. The remaining issues are related to the design and current configuration of the street. Factors of significance include:

- The road was designed and constructed as a four lane arterial, and is visually recognizable as such.
- The parking lanes rarely contain parked vehicles.

- Barr Middle School has provided off street pickup/drop off access. Stolley Park Elementary has limited appropriate off street pickup/drop off access and is of special concern as very young children cross this arterial. This school access will need to be addressed in the near future to alleviate the need for pick up along an arterial road.
- Stolley Park Road is clearly an arterial route, but property development in many areas is more appropriate to residential streets. As a result, the number of driveways makes four lanes inadvisable for sections of the route.

On June 24, 2014 staff presented options for reconfiguring Stolley Park Road, which requires removing parking along the roadway from US Highway 281 to South Locust Street.

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

Discussion

Upon discussion by the City Council and citizens at the June 24, 2014 study session the Engineering Division of the Public Works Department recommends the designation of No Parking on both sides of Stolley Park Road, from US Highway 281 to South Locust Street. The No Parking restriction will make for a safer roadway by leaving it unencumbered by parked vehicles.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the resolution designating No Parking on both sides of Stolley Park Road, from US Highway 281 to South Locust Street.

Sample Motion

Move to approve the resolution.

RESOLUTION 2014-192

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

WHEREAS, the Public Works Department is requesting that No Parking be instituted on both sides of Stolley Park Road, from US Highway 281 to South Locust Street; and

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

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

1. A No Parking Zone is hereby designated on both sides (north and south) of Stolley Park Road, from US Highway 281 to South Locust Street; and
2. The City's Street Division of the Public Works Department shall erect and maintain the signs and striping necessary to effect the above regulation.

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Adopted by the City Council of the City of Grand Island, Nebraska, July 8, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 3, 2014	☐ City Attorney



City of Grand Island

Tuesday, July 8, 2014

Council Session

Item J-1

Approving Payment of Claims for the Period of June 25, 2014 through July 8, 2014

The Claims for the period of June 25, 2014 through July 8, 2014 for a total amount of \$4,927,781.03. A MOTION is in order.

Staff Contact: Jaye Monter, Finance Director